

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

In re:

BOOMERANG TUBE, LLC, a Delaware limited liability company, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 15-11247 (MFW)

Jointly Administered

Re: Docket Nos. 766 &amp; 816

**NOTICE OF FILING OF (I) CERTAIN AMENDED OR  
SUPPLEMENTAL EXHIBITS TO THE PLAN SUPPLEMENT  
TO THE DEBTORS' SECOND AMENDED JOINT CHAPTER 11  
PLAN DATED DECEMBER 29, 2015, AND (II) RELATED BLACKLINE**

**PLEASE TAKE NOTICE THAT** on January 15, 2016, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Plan Supplement to the Debtors’ Second Amended Joint Chapter 11 Plan, Dated December 29, 2015* [Docket No. 816] (the “Plan Supplement”).

**PLEASE TAKE FURTHER NOTICE THAT** the following exhibits to the Plan Supplement have been amended or added (the “Amended or Supplemental Exhibits”) and are attached hereto as **Exhibits A** through **G**:

<b>Exhibit to this Notice</b>	<b>Exhibit to Plan Supplement</b>	<b>Plan Supplement Document</b>
<b><u>A</u></b>	1.1	Exit ABL Facility – Commitment Letter
<b><u>B</u></b>	1.2	Exit ABL Facility – Exit ABL Facility Fee Letter
<b><u>C</u></b>	3.1	Exit Term Facility – Exit Commitment Letter
<b><u>D</u></b>	3.2	Exit Term Facility – Exit Fee Letter
<b><u>E</u></b>	21	Duties of Ombudsman
<b><u>F</u></b>	22	Professional Fee Escrow Account Agreement
<b><u>G</u></b>	23	GUC Consideration Escrow Account Agreement

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Boomerang Tube, LLC (9415); BTCSP, LLC (7632); and BT Financing, Inc. (6671). The location of the Debtors’ corporate headquarters is 14567 North Outer Forty, Suite 500, Chesterfield, Missouri 63017.

**PLEASE TAKE FURTHER NOTICE THAT**, as set forth in the Commitment Letter for the Exit Term Facility attached hereto as **Exhibit C**, the maturity date for the Exit Term Facility has been reduced from the fifty-seven (57) month anniversary of the Exit Term Facility (as indicated in the Exit Term Facility Loan Agreement included as Exhibit 3 to the Plan Supplement) to the three (3) year anniversary of the Exit Term Facility.

**PLEASE TAKE FURTHER NOTICE THAT** for the convenience of parties in interest, a blackline of Exhibit 21 to the Plan Supplement, as amended by this Notice, against the version originally filed with the Plan Supplement on January 15, 2016 is attached hereto as **Exhibit H**.

**PLEASE TAKE FURTHER NOTICE THAT** certain documents, or portions thereof, contained in the Plan Supplement and the Amended or Supplemental Exhibits remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the express provision of the Plan, the Debtors hereby reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be permitted by the Plan or by order of the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE THAT** copies of the Plan, Plan Supplement and Amended or Supplemental Exhibits also may be obtained by contacting Donlin, Recano & Company, Inc. ("**DRC**"), the administrative advisor retained by the Debtors in the chapter 11 cases, by: (a) accessing the Debtors' restructuring website at <http://www.donlinrecano.com/bt>; (b) writing to DRC at Donlin, Recano & Company, Inc., Re: Boomerang Tube, LLC, et al., P.O. Box 199001, Blythebourne Station, Brooklyn, NY 11219; or (c) calling DRC at (212) 771-1128. You may also obtain such materials for a fee via PACER at <http://www.deb.uscourts.gov>.

Dated: January 26, 2016  
Wilmington, Delaware

*/s/ Ryan M. Bartley*

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*Counsel for the Debtors and Debtors in Possession*

**EXHIBIT A**

Exit ABL Facility – Commitment Letter  
(Exhibit 1.1 to Plan Supplement)

January 22, 2016

Boomerang Tube, LLC  
14567 North Outer Forty Road  
5<sup>th</sup> Floor  
Chesterfield, MO 63017  
Attention: Interim Chief Executive Officer

**COMMITMENT LETTER**  
**\$25,000,000 SENIOR SECURED EXIT ABL FACILITY**

Ladies and Gentlemen:

Each of the undersigned (collectively, the “*Exit ABL Commitment Lenders*”) hereby, severally but not jointly, commits to provide (directly and/or through one or more of its direct or indirect subsidiaries or affiliates) a \$25,000,000 senior secured credit facility (the “*Exit ABL Facility*”) to Boomerang Tube, LLC (as a reorganized debtor under the Plan described below, the “*Company*” or “*you*” or “*Borrower*” or “*Boomerang*”), and Black Diamond Commercial Finance, L.L.C. (“*BDCF*”) hereby agrees to act as agent for the Exit ABL Commitment Lenders (in such capacity, the “*Exit ABL Agent*”, and together with the Exit ABL Commitment Lenders, the “*Exit ABL Commitment Parties*” and each, individually, an “*Exit ABL Commitment Party*”), in connection with, and as set forth in, the Borrower’s and its subsidiaries’ Second Amended Joint Chapter 11 Plan dated December 29, 2015 (as may be amended or modified from time to time with the consent of the Exit ABL Commitment Parties, the “*Plan*” and the transactions contemplated thereby, the “*Transactions*”) to be confirmed in Case No. 15-11247 (the “*Bankruptcy Case*”) commenced under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the “*Bankruptcy Code*”), in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”).

The Exit ABL Commitment Parties’ commitments are subject to the terms and conditions set forth herein, and in the summary of terms attached as Exhibit A ( the “*Exit ABL Term Sheet*” and, together with this letter, the “*Exit ABL Commitment Letter*”). Capitalized terms used in the text of this Exit ABL Commitment Letter without definition have the meanings assigned in the Exit ABL Term Sheet.

The parties acknowledge that this Exit ABL Commitment Letter and its exhibits (a) contain all of the substantive conditions precedent to the Exit ABL Facility and (b) contain all of the substantive financial covenants of the Exit ABL Facility, but do not purport to summarize all of the other provisions that will be contained in the definitive documentation for the Exit ABL Facility.

***Evaluation Material***

You hereby represent to the best of your knowledge and covenant that (a) all written information other than projections (“**Projections**”) and general economic or specific industry information (the “**Information**”) that has been or will be made available to the Exit ABL Commitment Parties by you or any of your affiliates or representatives, taken as a whole, is or will be, when furnished, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (b) the Projections that have been or will be made available to the Exit ABL Commitment Parties by you or any of your affiliates or representatives have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood and agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material). You agree that if at any time prior to the closing of the Exit ABL Facility, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information or Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information or the Projections, as the case may be, so that such representations will be correct in all material respects under those circumstances. You understand that in making the commitment hereunder, the Exit ABL Commitment Parties may use and rely on the Information and Projections without independent verification thereof.

You hereby authorize and agree, on behalf of yourself and your affiliates, that the Information, the Projections and all other information (including third party reports) provided by or on behalf of you and your affiliates to the Exit ABL Commitment Parties regarding you and your affiliates, in connection with the Exit ABL Facility, the Transactions and the transactions contemplated hereby may be disseminated by or on behalf of the Exit ABL Commitment Parties, and made available, to other prospective lenders and their representatives, employees, agents and advisors who have agreed to be bound by customary confidentiality undertakings (including “click-through” agreements) (whether transmitted electronically by means of a website, e-mail or otherwise, or made available orally or in writing). You hereby further authorize the Exit ABL Commitment Parties to download copies of your logos and post copies thereof on an IntraLinks® or similar workspace and use such logos on any materials prepared in connection with arranging and consummating the Exit ABL Facility.

***Arrangement of Exit ABL Facility***

It is agreed that BDCF, acting alone or through or with an affiliate selected by it, will act as lead arranger and bookrunner for the Exit ABL Facility. BDCF will have “left” and “highest” placement in any and all marketing materials and documentation used in connection with the Exit ABL Facility and will be entitled to undertake the responsibilities typically associated with “left” and “highest” placement. BDCF will be entitled to act as sole agent for the Exit ABL Facility and will be entitled to perform the duties and exercise the authority customarily associated with such roles. You agree that no other agents, co-agents, arrangers or bookrunners will be appointed and no other titles will be awarded in connection with the Exit ABL Facility unless agreed to by BDCF. You also agree that no lender will receive any compensation for its participation in the Exit ABL Facility except as set forth in the Exit ABL Fee Letter dated as of

the date hereof (the “**Exit ABL Fee Letter**”) among the Exit ABL Commitment Parties and the Borrower, or as expressly agreed to and offered by the Exit ABL Commitment Parties, provided that in no event shall they offer compensation in excess of the amounts described herein and in the Exit ABL Fee Letter without the Company’s consent. In addition, the Exit ABL Commitment Parties shall have the right to provide customary information concerning the terms and conditions of the Exit ABL Facility to league table, loan syndication and pricing reporting services, and, subject to the Company’s prior consent (which consent shall not be unreasonably withheld), to use the name, logos, and other insignia of the Company in any “tombstone” or comparable advertising, on its website or in other marketing materials.

### ***Costs and Expenses***

Regardless of whether the Exit ABL Facility is closed or the Transactions are consummated, you hereby agree to reimburse the Exit ABL Commitment Parties or the Exit ABL Agent, as applicable, for all reasonable and documented (in summary form) out-of-pocket fees and expenses incurred by the Exit ABL Commitment Parties in connection with this Exit ABL Commitment Letter, the Transactions, the Exit ABL Facility and all related matters (including, but not limited to, (a) all reasonable costs and out-of-pocket expenses of one primary legal counsel (which shall be King & Spalding LLP) and one local counsel in all relevant jurisdictions for all Exit ABL Commitment Parties, and one primary legal counsel for certain other Exit ABL Commitment Parties (which shall be Skadden, Arps, Slate, Meagher & Flom LLP) and (b) all reasonable costs and out-of-pocket expenses of one financial advisor for all Exit ABL Commitment Parties). You also agree to pay all reasonable and documented (in summary form) out-of-pocket costs and expenses of all Exit ABL Commitment Parties (including, without limitation, reasonable fees and disbursements of outside counsel (but limited, in the case of outside counsel, to one primary legal counsel and one local counsel in all relevant jurisdictions for all Exit ABL Commitment Parties and Exit ABL Agent)) incurred in connection with the enforcement of any of their rights and remedies hereunder.

### ***Indemnification***

Regardless of whether the Exit ABL Facility is closed, you agree to (a) indemnify, defend, and hold harmless the Exit ABL Commitment Parties, each of their affiliates, and each of their principals, officers, directors, employees, agents, advisors, attorneys, and representatives (each, an “**Indemnified Party**”) from and against any and all claims, damages, losses, disputes, investigations, litigation, proceedings, liabilities, and reasonable expenses (including, without limitation, reasonable fees and disbursements of counsel), of any kind that may be incurred by or asserted or awarded against any Indemnified Party, in each case, arising out of or in connection with or relating to this letter or in connection with the Transactions or any other transaction contemplated by this Exit ABL Commitment Letter or any use made or proposed to be made with the proceeds of the Exit ABL Facility (each a “**Claim**”, and collectively, the “**Claims**”) and (b) reimburse such Indemnified Party upon demand for all reasonable fees and disbursements of counsel and other expenses incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (each an “**Expense**”); except, with respect to any such Indemnified Party, to the extent such Claim or Expense (i) is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnified

Party or any of its affiliates or their respective principals, directors, officers, employees, representatives, agents, attorneys or third party advisors, (ii) is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from a material breach of the obligations of such Indemnified Party or any of its affiliates or their respective principals, directors, officers, employees, representatives, agents, attorneys or third party advisors under this Exit ABL Commitment Letter or (iii) arises out of, or in connection with, any claim, litigation, investigation or proceeding (any of the foregoing, a “*Proceeding*”) that is brought by an Indemnified Party against any other Indemnified Party (other than disputes involving claims against the Exit ABL Agent in its capacity as such or in a similar agency role, but not any other person or entity party to any such Proceeding).

You further agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to you for or in connection with the Transactions, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party’s bad faith, gross negligence, fraud or willful misconduct. In no event, however, shall any party hereto or any of their respective affiliates be liable on any theory of liability for any special, indirect, consequential, exemplary or punitive damages.

### *Confidentiality*

You agree that you will not disclose the contents of this Exit ABL Commitment Letter, the Exit ABL Fee Letter, or the Exit ABL Commitment Parties’ involvement with the Exit ABL Facility to any third party (including, without limitation, any financial institution or intermediary) without such Exit ABL Commitment Party’s prior written consent other than to (a) those individuals who are your directors, officers, employees or advisors in connection with the Exit ABL Facility; provided that this Exit ABL Commitment Letter and the Exit ABL Fee Letter may also be disclosed to your equity holders, directors, officers, employees and advisors and to the providers of the Exit Term Credit Agreement described in the Exit ABL Term Sheet and their advisors, in each case on a confidential basis, (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree to inform the Exit ABL Commitment Parties promptly thereof), (c) to the extent necessary in connection with the exercise of any of the undersigned parties’ respective remedies or enforcement of any of such parties’ rights hereunder, (d) other recipients as required by the Bankruptcy Court or the Plan, and (e) disclose the fees contained in the Exit ABL Fee Letter as part of a generic disclosure of aggregate sources and uses related to fee amounts to the extent customary in marketing materials or public filings or otherwise as part of the Company’s budget or projections. You agree to inform all such persons who receive information concerning the Exit ABL Commitment Parties, this Exit ABL Commitment Letter or the Exit ABL Fee Letter that such information is confidential and may not be used for any purpose other than in connection with the Transactions and may not be disclosed to any other person. The Exit ABL Commitment Parties reserve the right to review and approve, in advance, all materials, press releases, advertisements and disclosures that contain their name or any affiliate’s name or describe their respective financing commitment.

Each of the Exit ABL Commitment Parties agrees that material, non-public information regarding the Borrower and its subsidiaries, their operations, assets, and existing and contemplated business plans shall be treated in a confidential manner, and shall not be disclosed

by the Exit ABL Commitment Parties to persons who are not parties to this Exit ABL Commitment Letter, except: (i) to officers, directors, employees, affiliates, attorneys, advisors, accountants, auditors, and consultants to the Exit ABL Commitment Parties on a “need to know” basis in connection with the Transactions contemplated hereby and on a confidential basis, (ii) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, (iii) as may be required by statute, decision, or judicial or administrative order, rule, or regulation, provided that prior to any disclosure under this clause (iii), the disclosing party agrees to provide you with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice pursuant to the terms of the applicable statute, decision, or judicial or administrative order, rule, or regulation, (iv) as you may agree to in advance, (v) as requested or required by any governmental authority pursuant to any subpoena or other legal process, provided that prior to any disclosure under this clause (v) the disclosing party agrees to provide you with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice pursuant to the terms of the subpoena or other legal process, (vi) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by the Exit ABL Commitment Parties), (vii) in connection with any proposed assignment or participation of the Exit ABL Commitment Parties’ interest in the Exit ABL Facility, provided that any such proposed assignee or participant shall have agreed to receive such information subject to the terms of this paragraph and shall have agreed to be bound by the confidentiality provisions in this paragraph, and (viii) in connection with any litigation or other adverse proceeding involving parties to this Exit ABL Commitment Letter; provided that prior to any disclosure to a party other than the Borrower, the Exit ABL Commitment Parties, their respective affiliates and their respective counsel under this clause (viii) with respect to litigation involving a party other than the Borrower, the Exit ABL Commitment Parties, and their respective affiliates, the disclosing party agrees to provide you with prior notice thereof.

### ***Sharing Information; Absence of Fiduciary Relationship***

You acknowledge that the Exit ABL Commitment Parties and their affiliates may be providing debt financing, equity capital or other services to other companies with which you may have conflicting interests. You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and any of the Exit ABL Commitment Parties has been or will be created in respect of any of the transactions contemplated by this Exit ABL Commitment Letter, irrespective of whether the Exit ABL Commitment Parties and/or their respective affiliates have advised or are advising you on other matters and (b) you will not assert any claim against any of the Exit ABL Commitment Parties for breach or alleged breach of fiduciary duty and agree that none of the Exit ABL Commitment Parties shall have any direct or indirect liability to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

### ***Assignments and Amendments.***

This Exit ABL Commitment Letter shall not be assignable by you without the prior written consent of the Exit ABL Commitment Parties (and any purported assignment without such consent shall be null and void), and is solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the

parties hereto and the Indemnified Parties. The Exit ABL Commitment Parties may assign their respective commitments hereunder, in whole or in part, to any of their affiliates, any funds or accounts managed, advised, sub-managed or sub-advised by them or their affiliates or, subject to the prior written consent of the Borrower (such consent not to be unreasonably withheld or delayed), to any other prospective Exit ABL Lender; *provided* that, in each case, any such assignment shall not release them of the obligations hereunder. This Exit ABL Commitment Letter may not be amended or waived except in a written instrument signed by you and the Exit ABL Commitment Parties.

***Informed Consent.***

By its signature below, the Exit ABL Agent and each of the other Exit ABL Commitment Parties confirms and records its informed consent to King & Spalding LLP's (the "Firm") representation of BDCF in connection with the Exit ABL Facility while the Firm also represents Cortland Capital Market Services LLC ("Cortland") in connection with that certain senior secured credit facility to be provided to Boomerang Tube, LLC substantially concurrently with the consummation of the Exit ABL Facility (the "Term Exit Facility" and, together with the Exit ABL Facility, the "Exit Credit Facilities"). The interests of the Exit ABL Agent and the Exit ABL Commitment Parties, on the one hand, and of Cortland and the commitment parties under the Term Exit Facility, on the other hand, may or may appear to be adverse to the Exit Credit Facilities. The Exit ABL Agent and the Exit ABL Commitment Parties each acknowledge that the interests of the lenders under the Term Exit Facility may differ or be adverse to the interests of the lenders under the Exit ABL Facility. Each of the Exit ABL Agent and the Exit ABL Commitment Parties have been advised to seek the advice of counsel other than the Firm before providing this informed consent.

Applicable legal ethics rules require that the Firm obtain the consent of each of the Exit ABL Agent, the Exit ABL Commitment Parties and Cortland in this situation to be sure each can assess any risks of diminishment of loyalty, vigor, or confidentiality. The Firm has carefully considered this situation and is confident the Firm can and will adequately and vigorously represent each client in the Exit Credit Facilities without a diminution in the loyalty, vigor, or confidentiality owed to each due to the Firm's representation of the other client in the Exit Credit Facilities; provided, that the Firm will not represent either of the Exit ABL Agent or Cortland in the event of any conflict or dispute between the Exit ABL Agent and Cortland, including, without limitation, any and all litigation, whether or not arising out of the consummation of the Exit Credit Facilities or any other transaction contemplated hereby. The Firm and its personnel will protect each client's confidential information in accordance with the governing ethics rules. Each of the Exit Agent and the Exit Commitment Parties acknowledge and agree that the Firm shall be a third-party beneficiary of the informed consent contained herein.

***Governing Law, Etc.***

This letter, the rights of the parties hereto or thereto with respect to all matters arising hereunder or related hereto, and any claims controversies or disputes arising hereunder or related hereto shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto agrees that all claims, controversies, or disputes arising hereunder or hereto shall be tried and litigated only in the state courts and, to the extent permitted by applicable law, federal courts located in Wilmington, Delaware or New York, New York, and each of the parties

hereto submits to the exclusive jurisdiction and venue of such courts, including the United States Bankruptcy Court for the District of Delaware, relative to any such claim, controversy or dispute.

### ***Waiver of Jury Trial***

To the maximum extent permitted by applicable law, each party hereto irrevocably waives any right to a trial by jury in respect of to any claim, controversy, or dispute (whether based in contract, tort, or otherwise) arising out of or relating to this Exit ABL Commitment Letter, the Exit ABL Term Sheet, or the Transactions contemplated hereby or the actions of the Exit ABL Commitment Parties or any of their affiliates in the negotiation, performance, or enforcement of its rights in connection therewith.

### ***Integration***

This Exit ABL Commitment Letter and the Exit ABL Fee Letter supersede any and all discussions, negotiations, understandings or agreements, written or oral, express or implied, between or among the parties hereto and their affiliates as to the subject matter hereof.

### ***Patriot Act***

The Exit ABL Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “***PATRIOT Act***”), the Exit ABL Commitment Parties may be required to obtain, verify and record information that identifies the Loan Parties (as defined in the Exit ABL Term Sheet), which information includes the name, address, tax identification number and other information regarding the Loan Parties that will allow the Exit ABL Commitment Parties to identify the Loan Parties in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act.

### ***Counterparts; Electronic Execution; Survival***

This letter sets forth the entire agreement between the parties with respect to the matters addressed herein, supersedes all prior communications, written or oral, with respect to the subject matter hereof, and may not be amended or modified except in writing. This letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by telefacsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this letter. This letter is not intended to create an agreement to negotiate and may be terminated by either party at any time by giving written notice to the other party hereto; provided, however, that the provisions of this letter set forth under this heading and the headings “Evaluation Material”, “Costs and Expenses”, “Confidentiality”, “Indemnity”, “Sharing Information; Absence of Fiduciary Relationship”, “Assignments and Amendments”, “Governing Law, Etc.”, and “Waiver of Jury Trial” shall survive the termination or expiration of this Exit ABL Commitment Letter and shall remain in full force and effect regardless of whether the Exit ABL Facility closes or the credit documentation with respect to the Exit ABL Facility shall be executed and delivered; provided, further, that if the Exit ABL Facility closes and the credit documentation with respect to the Exit ABL Facility shall be executed and delivered, the provisions under the heading “Costs

and Expenses”, “Confidentiality”, “Indemnity”, and “Sharing Information; and Absence of Fiduciary Relationship” shall be superseded and deemed replaced by the terms of the credit documentation with respect to the Exit ABL Facility governing such matters.

Nothing contained herein shall limit or preclude the Exit ABL Commitment Parties or any of their affiliates from carrying on any business with, providing banking or other financial services to, or from participating in any capacity, including as an equity investor, in any entity or person whatsoever, including, without limitation, any competitor, supplier or customer of yours, the seller(s) of the stock of the Company, or the Company, or any of your or their respective affiliates, or any other entity or person that may have interests different than or adverse to such entities or persons. Neither the Exit ABL Commitment Parties nor any of their affiliates have assumed or will assume an advisory, agency, or fiduciary responsibility in your or your affiliates’ favor with respect to any of the Transactions or the process leading thereto (irrespective of whether the Exit ABL Commitment Parties or any of their affiliates have advised or are currently advising you or your affiliates on other matters).


Please indicate your acceptance of the provisions hereof by signing the enclosed copy of this letter and returning it to us at or before 5:00 p.m. (Eastern standard time) on or before January 22, 2016.

Again, we appreciate the opportunity to provide these indicative terms to you, and we look forward to working with you on the Transactions.

*[Signature pages follow.]*

Very truly yours,

**BLACK DIAMOND COMMERCIAL FINANCE,  
L.L.C.**, solely in its capacity as Exit ABL Agent

By:   
Name: H. Gravenhorst  
Title: M.D.

Name: **BDCM OPPORTUNITY FUND III, L.P.**

By: BDCM Opportunity Fund III Adviser, L.L.C., its  
Investment Manager

By:



Name: Stephen H Deckoff

Title: Managing Principal



Name: **BDCM OPPORTUNITY FUND IV, L.P.**

By: BDCM Opportunity Fund IV Adviser, L.L.C., its  
Investment Manager

By:



Name: Stephen H Deckoff

Title: Managing Principal



**ACCEPTED AND AGREED TO**  
on January 22, 2016

**BOOMERANG TUBE, LLC**

By: \_\_\_\_\_

Name: Kevin Nystrom

Title: Interim Chief Executive Officer, President  
and Chief Restructuring Officer

## EXHIBIT A

### EXIT ABL FINANCING TERM SHEET

This Exit ABL Term Sheet is part of the attached Commitment Letter, dated January 20, 2016 (the “**Exit ABL Commitment Letter**”), addressed to Boomerang Tube, LLC from Black Diamond Commercial Finance, L.L.C. and it is subject to the terms and conditions of the Exit ABL Commitment Letter and the conditions herein as set forth more fully below. This Exit ABL Term Sheet remains subject to the execution of definitive documentation in form and substance acceptable to the Exit ABL Lenders. Unless otherwise defined herein, capitalized terms used herein and in the accompanying Annexes shall have the meanings set forth in the Exit ABL Commitment Letter or shall be as customarily defined by the Exit ABL Agent.

<b><i>Borrower</i></b>	Boomerang Tube, LLC (the “ <b>Company</b> ” or the “ <b>Borrower</b> ”), as a reorganized debtor upon emergence from Case No. 15-11247 (together with the cases of its subsidiaries, collectively, the “ <b>Cases</b> ”) commenced under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the “ <b>Bankruptcy Code</b> ”), in the United States Bankruptcy Court for the District of Delaware (the “ <b>Bankruptcy Court</b> ”).
<b><i>Guarantors</i></b>	BTCSP, LLC, BT Financing, Inc. and each of the Borrower’s existing and future direct and indirect domestic subsidiaries (collectively, the “ <b>Guarantors</b> ” and each a “ <b>Guarantor</b> ”). Such Guarantors, together with Borrower, are referred to herein each as a “ <b>Loan Party</b> ” and collectively, the “ <b>Loan Parties</b> ” or “ <b>Debtors</b> ”. Such guarantees shall be joint and several.
<b><i>New Holdco</i></b>	Boomerang Tube Holdings, Inc. (“ <b>New Holdings</b> ”), a newly formed entity that will hold 100% of the equity interests in Borrower upon the consummation of the Transactions.
<b><i>Exit ABL Agent</i></b>	Black Diamond Commercial Finance, L.L.C. (“ <b>BDCF</b> ”) (in such capacity, together with its successors and assigns, the “ <b>Exit ABL Agent</b> ”).
<b><i>Exit ABL Lenders</i></b>	BDCF and each other entity party to the Commitment Letter (together with their successors and permitted assigns and any other entity approved by BDCF, the “ <b>Exit ABL Lenders</b> ”, and each, individually, an “ <b>Exit ABL Lender</b> ”).
<b><i>Prepetition ABL Facility</i></b>	The Amended and Restated Credit Agreement dated as of October 11, 2012 (the “ <b>Prepetition ABL Credit Agreement</b> ,” and the related revolving loan facility, the “ <b>Prepetition ABL Facility</b> ”), by and between the Borrower, Wells Fargo Capital Finance, LLC (“ <b>WFCF</b> ”), as administrative agent (the “ <b>Prepetition ABL</b>

*Agent*”), and the lenders from time to time party thereto holding outstanding loans and commitments thereunder (the “*Prepetition ABL Lenders*”).

***Type and Amount of Exit ABL Facility***

A revolving loan facility with a maximum credit amount (“*Maximum Credit Amount*”) of \$25,000,000 (the “*Exit ABL Facility*”; the Exit ABL Lenders’ commitment under the Exit ABL Facility, the “*Exit ABL Commitment*”; advances under the Exit ABL Facility, “*Exit ABL Loans*”). Exit ABL Loans will be made at the request of the Borrower, the proceeds thereof being deposited directly into the Exit ABL Account (defined below). Unless the Exit ABL Lenders otherwise agree, any repayment of a drawing from the Exit ABL Account (other than on the Maturity Date (defined below)) shall not constitute a repayment of the Exit ABL Loans.

The Exit ABL Commitments shall be allocated on a pro rata basis among all Exit ABL Lenders in accordance with the commitment percentages set forth on Schedule I hereto.

Exit ABL Loans would be available up to a maximum amount outstanding at any one time equal to (i) the lesser of (A) the Maximum Credit Amount, and (B) the amount of the Borrowing Base (as defined below), minus an amount equal to the total Exit ABL Loans outstanding at that time (after giving effect to such Exit ABL Loan) (such sum, the “*Exit ABL Availability*”).

“Borrowing Base” shall be materially consistent with the definition of Borrowing Base in the DIP ABL Facility Loan Agreement (as defined in the Plan) and shall mean, as of any date of determination prior to the date of the first re-appraisal of the Borrower’s inventory, the result of: (a) the product of (A) 85%, less the Dilution Percentage<sup>1</sup> in excess of 5%, times (B) the amount of Eligible Accounts, plus (b) the lower of (i) the sum of (A) 70% of the value (calculated at the lower of cost or market on a basis consistent with Borrower’s historical accounting practices) of Eligible Inventory (other than Eligible In-Transit Inventory) plus (B) 60% of the value (calculated at the lower of cost or market on a basis consistent with Borrower’s historical accounting practices) of Eligible In-Transit Inventory, and (ii) 85% times the most recently determined Net Liquidation Percentage times the value (calculated at the lower of cost or market on a basis consistent with Borrower’s historical accounting practices) of Eligible Inventory, minus (c) the aggregate amount of reserves, if any, established by the Exit ABL Agent under the Exit ABL Agreement (including any Rent

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<sup>1</sup> Each capitalized term used in this “Type and Amount of Exit ABL Facility” section that is not otherwise defined herein shall have a meaning substantially similar to that ascribed to such term in the DIP ABL Facility Loan Agreement.

Reserve).

Notwithstanding the foregoing, the borrowing availability attributable to Eligible Inventory consisting of (i) Eligible Purchased Inventory shall not exceed \$4,000,000 in the aggregate at any time and (ii) Eligible Processor/Warehouse Inventory shall not exceed \$5,000,000 in the aggregate at any time. The Borrowing Base shall be revised in a manner mutually agreed to by the Exit ABL Agent, the Exit ABL Lenders and the Debtors following the first re-appraisal of inventory.

Borrowing and funding mechanics with respect to the Exit ABL Loans shall be agreed by and between the Borrower and the Exit ABL Lenders, taking into account the administrative requirements of each Exit ABL Lender (the “**Funding Mechanics**”); provided that the Funding Mechanics shall permit the Borrower to draw on the Exit ABL Account not less frequently than weekly.

***Exit ABL Account***

A non-interest bearing cash collateral account established and maintained by the Exit ABL Agent on behalf of the Exit ABL Lenders (the “**Exit ABL Account**”), which Exit ABL Account will be funded by the Exit ABL Lenders with proceeds of Exit ABL Loans in order to satisfy the anticipated funding needs of the Borrower. Subject to the Funding Mechanics, the Borrower shall be permitted to request drawings from the Exit ABL Account on a weekly basis by delivering a written request to the Exit ABL Agent; provided, that, the amount of Exit ABL Loans actually disbursed to the Borrower shall in no event exceed the Exit ABL Availability.

***Cash Management***

All receivables and cash of the Loan Parties shall be subject to lockbox, cash sweep and other cash management arrangements satisfactory to the Exit ABL Agent and the Exit ABL Lenders.

***Documentation***

The Exit ABL Facility will be evidenced by a credit agreement (the “**Exit ABL Credit Agreement**”), security documents, guarantees and other legal documentation (collectively, together with the Exit ABL Credit Agreement, the “**Exit ABL Loan Documents**”) required by the Exit ABL Agent and the Exit ABL Lenders, which Exit ABL Loan Documents shall be in form and substance consistent with this term sheet and otherwise substantially similar to the Prepetition ABL Credit Agreement and satisfactory to the Exit ABL Agent and the Exit ABL Lenders.

***Maturity Date***

The date that is 18 months after the closing date of the Exit ABL Facility (the “**Maturity Date**”).

***Interest***

The Exit ABL Loans shall bear interest at a rate per annum equal to 15% which amount shall be payable in cash each month for which any Exit ABL Loans are outstanding (which, for the avoidance of doubt, shall include any amounts funded by the Exit ABL Lenders into the Exit ABL Account, including amounts drawn from the Exit ABL Account by the Borrower as well as amounts then held in the Exit ABL Account).

***Fees***

In addition to fees, costs, and expenses payable by the Loan Parties in accordance with this Exit ABL Term Sheet, the Loan Parties shall pay the fees described in the Exit ABL Fee Letter.

The average daily amount by which the aggregate amount of the Exit ABL Commitments exceeds the daily balance of the aggregate amount of the outstanding Exit ABL Loans (which, for the avoidance of doubt, shall include any amounts funded by the Exit ABL Lenders into the Exit ABL Account, including amounts drawn from the Exit ABL Account by the Borrower as well as amounts then held in the Exit ABL Account) shall be subject to an unused line fee of 0.25% per annum, which amount shall be payable in cash, for the ratable amount of those Exit ABL Lenders with Exit ABL Commitments, on the first Business Day of each month from and after the closing date of the Exit ABL Facility up to the first Business Day of the month prior to the Payoff Date and on the Payoff Date.

***Priority and Security  
under Exit ABL Facility***

The Exit ABL Lenders under the Exit ABL Facility, including, without limitation, all principal, accrued interest, premiums (if any), costs, fees and expenses or other amounts due thereunder, as well as cash management services, hedges and other bank products provided by the Exit ABL Lenders (collectively, the “***Exit ABL Obligations***”), shall be secured by (a) a first priority security interest in the categories of assets securing the Prepetition ABL Facility and (b) a second priority security interest in the categories of assets securing the Term Debt (as defined in the Prepetition ABL Credit Agreement). The Exit ABL Obligations shall be subject to (x) an intercreditor agreement between the Exit ABL Agent and Cortland Capital Market Services LLC (in its capacity as agent for the lenders party to the “***Exit Term Credit Agreement***”, the “***Exit Term Agent***”) predicated upon the intercreditor agreement to be executed and delivered simultaneously with the Exit ABL Credit Agreement (which shall include terms mutually acceptable to the Exit Term Agent and Exit ABL Agent, and acknowledged by the Debtors) to address the cross-collateralization of liens described herein and related matters and (y) a subordination and intercreditor agreement between the Exit ABL Agent, Exit Term Agent, Cortland Capital Services LLC (in its capacity as agent for the lenders party to the “***Subordinated***

***Term Credit Agreement***", the "***Subordinated Term Agent***") and Debtors, in form and substance mutually acceptable to such parties that shall provide, among other things, that (i) the obligations under the Subordinated Term Credit Agreement and the liens securing the same shall be fully subordinated to all obligations arising under the Exit Term Credit Agreement and Exit ABL Credit Agreement and the liens securing the same and (ii) the Subordinated Term Agent and the other noteholders under the Subordinated Term Credit Agreement shall be subject to a permanent "standstill" with respect to the exercise of any remedies until such time as both the Exit ABL Facility and obligations under the Exit Term Credit Agreement have been repaid in full (and all commitments thereunder have terminated).

***Use of Proceeds***

Substantially similar to Prepetition ABL Credit Agreement.

***Bank Products and Bank Product Obligations***

Substantially similar to Prepetition ABL Credit Agreement.

***Affirmative, Negative and Financial Covenants<sup>2</sup>***

The Exit ABL Credit Agreement will contain affirmative, negative and financial covenants as are customary for financings of this type and others determined by the Exit ABL Lenders in their discretion to be appropriate (which will be applicable to each Debtor and its subsidiaries). Such affirmative, negative and financial covenants shall be substantially similar to those contained in the Prepetition ABL Credit Agreement but shall vary in certain respects as may be agreed upon between the Exit ABL Agent, the Exit ABL Lenders and the Debtors, including, without limitation, as described below:

- The Borrower shall at all times maintain a Minimum EBITDA to be set at a level mutually agreed upon by the Exit ABL Lenders and the Debtors.
- The Exit ABL Agent (at the direction of the required Exit ABL Lenders) shall be entitled to elect to have the Inventory for Borrowing Base determination purposes re-appraised at any time in its reasonable discretion.
- Borrowing Base certificates shall be delivered weekly .
- Each month following the effective date of the Exit ABL Facility (the "***Effective Date***"), Borrower shall deliver updated, rolling 13-week cash flow forecasts consistent with those delivered prior to the filing of the Chapter 11 Cases.

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<sup>2</sup> Each capitalized term used in this "Affirmative, Negative and Financial Covenants" section that is not otherwise defined herein shall have the meaning ascribed to such term in the Prepetition ABL Credit Agreement.

- Regularly scheduled payments of interest on the obligations under Subordinated Term Credit Agreement (“***Subordinated Term Debt***”) shall be permitted on a non-accelerated basis in accordance with the terms thereof, but shall also be subject to the restrictions similar to those set forth in Section 6.9(d) of the Prepetition ABL Credit Agreement (and otherwise acceptable to the Exit ABL Lenders); provided, however, at no time will any principal payments or any voluntary or mandatory prepayments of such Subordinated Term Debt will be permitted.

***Conditions Precedent to the Closing of the Exit ABL Facility***

The Exit ABL Credit Agreement will contain customary conditions precedent for financings of this type and other conditions reasonably deemed appropriate by the Exit ABL Lenders, including, without limitation, the entry of a final, nonappealable Confirmation Order, the occurrence of the Effective Date under the Plan, satisfaction of conditions substantially similar to those in Section 3.1 of the Prepetition ABL Credit Agreement and the “Original Credit Agreement” (as defined in the Prepetition ABL Credit Agreement) to the extent consistent with the Transactions.

***Other Terms***

Except as otherwise specified herein, the Exit ABL Credit Agreement will contain customary voluntary and mandatory prepayment provisions, representations and warranties, covenants, events of default, indemnification, expense reimbursement and yield protection provisions, assignment and assumption terms and waiver of jury trial substantially similar to the corresponding terms in the Prepetition ABL Credit Agreement, with such modifications as reasonably deemed appropriate by the Exit ABL Lenders.

***Required Lenders***

Substantially similar to the provisions in the Prepetition ABL Credit Agreement.

***Assignments & Participations***

Substantially similar to the terms and conditions in the Prepetition ABL Credit Agreement.

***Governing Law***

The law of the State of New York.

***Counsel to Agent***

King & Spalding LLP (“***K&S***”).

***Financial Advisor to Agent***

FTI Consulting (“***FTI***”).

**SCHEDULE I**

**REDACTED**

**EXHIBIT B**

Exit ABL Facility – Exit ABL Facility Fee Letter  
(Exhibit 1.2 to Plan Supplement)

January 22, 2016

**CONFIDENTIAL**

Black Diamond Commercial Finance, L.L.C., Exit ABL Agent  
100 Field Drive, Suite 170  
Lake Forest, IL 60045

**Re: EXIT ABL FACILITY FEE LETTER**

Ladies and Gentlemen:

Reference hereby is made to that certain Commitment Letter, dated as of even date herewith (the "Exit ABL Commitment Letter"), among Boomerang Tube, LLC, a Delaware limited liability company ("Borrower"), Black Diamond Commercial Finance, L.L.C., as Exit ABL Agent (the "Exit ABL Agent") and the other Exit ABL Commitment Parties party thereto. Capitalized terms used herein but not specifically defined herein shall have the meanings ascribed to them in the Exit Commitment Letter.

Upon closing of the Exit ABL Facility, Borrower hereby agrees to pay to the Exit ABL Agent the following fees, which fees shall be in addition to such other fees, costs and expenses required in accordance with the Exit ABL Commitment Letter:

1. **Commitment Fee.** A commitment fee of \$1,250,000 (5.0% of the total aggregate amount of the Exit ABL Commitments as of the Effective Date), which fee shall be due and payable in full on the Effective Date.
2. **Agent Fee.** To Black Diamond Commercial Finance, L.L.C. for itself, an administrative agency fee in the amount of \$50,000, payable annually on the Effective Date and in advance on each anniversary thereafter.
3. **Exit Fee.** An exit fee of \$1,250,000 (5.0% of the total aggregate amount of the Exit ABL Commitments as of the Effective Date), which fee shall be due and payable in full on the earlier of the Maturity Date and the date upon which the Exit ABL Commitments are terminated.
4. **Audit, Appraisal, and Valuation Charges.** Audit, appraisal, and valuation fees and charges as follows (i) a fee of \$1,000 per day, per auditor, plus out-of-pocket expenses for each financial audit of Borrower performed by personnel employed by the Exit ABL Agent, (ii) if implemented, a fee of \$1,000 per day, per applicable individual, plus out of pocket expenses for the establishment of electronic collateral reporting systems, and (iii) the actual charges paid or incurred by Exit ABL Agent if it elects to employ the services of one or more third Persons to perform financial audits of Borrower or its Subsidiaries, to establish electronic collateral reporting systems, to appraise the Collateral, or any portion thereof, or to assess Borrower's or its Subsidiaries' business valuation.

Black Diamond Capital Finance, L.L.C.  
As of January 22, 2016  
Page 2

Borrower shall pay all amounts due and payable hereunder to Exit ABL Agent in the manner set forth in the documentation to govern the Exit ABL Facility.

Borrower hereby acknowledges and agrees that each fee payable hereunder is fully earned and non-refundable on the date such fee is due and payable as provided above and that each such fee shall constitute "Obligations" under the Exit ABL Facility.

This letter is the Exit ABL Fee Letter referred to in the Exit ABL Commitment Letter, shall be construed under and governed by the laws of the State of New York, and may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter by telefacsimile shall be equally effective as delivery of a manually executed counterpart.

[signature page follows]

The contents of this letter are confidential. This letter shall not be disclosed or displayed or its contents otherwise disclosed to any third Person, except as in accordance with the Exit ABL Commitment Letter.

Sincerely,

**BOOMERANG TUBE, LLC**, a Delaware limited liability company

By: 

Name: Kevin Nystrom

Title: Interim Chief Executive Officer, President  
and Chief Restructuring Officer

Accepted and agreed to  
as of the date first above written:

**BLACK DIAMOND COMMERCIAL  
FINANCE, L.L.C.**, solely in its capacity as Exit  
ABL Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The contents of this letter are confidential. This letter shall not be disclosed or displayed or its contents otherwise disclosed to any third Person, except as in accordance with the Exit ABL Commitment Letter.

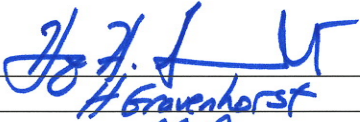
Sincerely,

**BOOMERANG TUBE, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to  
as of the date first above written:

**BLACK DIAMOND COMMERCIAL  
FINANCE, L.L.C.**, solely in its capacity as Exit  
ABL Agent

By:  \_\_\_\_\_  
Name: H. Gravenhorst  
Title: M.D.

**EXHIBIT C**

Exit Term Facility – Exit Commitment Letter  
(Exhibit 3.1 to Plan Supplement)

**CONFIDENTIAL**

January 22, 2016

Boomerang Tube, LLC  
14567 North Outer Forty Road  
5<sup>th</sup> Floor  
Chesterfield, MO 63017  
Attention: Interim Chief Executive Officer

Boomerang Tube, LLC  
\$85,000,000 Exit Facility  
Exit Commitment Letter

Ladies and Gentlemen:

Each of the undersigned (collectively, the “Exit Commitment Parties” and each individually, a “Exit Commitment Party”) hereby, severally but not jointly, commits to provide (directly and/or through one or more of its affiliates and direct or indirect subsidiaries) its respective commitment set forth on Schedule I hereto of an \$85,000,000 senior secured credit facility, which shall consist of a \$63,000,000 term A loan facility (the “Term A Loan Facility”) and a \$22,000,000 term B loan facility (the “Term B Loan Facility”, and together with the Term A Loan Facility, the “Exit Facility”) to Boomerang Tube, LLC (the “Borrower”), and Cortland Capital Market Services LLC hereby agrees to act as administrative agent for the Exit Facility (the “Exit Agent”), in connection with, and as set forth in, the Borrower’s and its subsidiaries’ Second Amended Joint Chapter 11 Plan dated December 29, 2015 (as may be amended or modified from time to time with the consent of the Exit Commitment Parties, the “Plan” and the transactions contemplated thereby, the “Transaction”) to be confirmed in Case No. 15-11247 (the “Bankruptcy Case”) commenced under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

Each Exit Commitment Party’s commitments are subject to (a) the Borrower’s receipt of commitments in an aggregate amount sufficient to fund the Exit Facility in full and (b) the other terms and conditions set forth herein, and in the Summary of Terms attached as Exhibit A (the “Exit Term Sheet” and, together with this letter, the “Exit Commitment Letter”). Capitalized terms used in the text of this Exit Commitment Letter without definition have the meanings assigned in the Exit Term Sheet.

Evaluation Material.

You hereby represent to the best of your knowledge and covenant that (a) all written information other than projections (“Projections”) and general economic or specific industry information (the “Information”) that has been or will be made available to the Exit Commitment Parties and/or the Exit Lenders by you, or any of your affiliates or representatives, taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, taken as a whole when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (b) the Projections that have been or will be made available to the Exit Commitment Parties by you or any of your affiliates or representatives have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood and

agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material). You agree that if at any time prior to the closing of the Exit Facility, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information or Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information or the Projections, as the case may be, so that such representations will be correct in all material respects under those circumstances. You understand that in making its commitment hereunder, each Exit Commitment Party may use and rely on the Information and Projections without independent verification thereof.

You hereby authorize and agree, on behalf of yourself and your affiliates, that the Information, the Projections and all other information (including third party reports) provided by or on behalf of you and your affiliates to the Exit Commitment Parties regarding you and your affiliates, in connection with the Exit Facility, the Transaction and the transactions contemplated hereby may be disseminated by or on behalf of the Exit Commitment Parties, and made available, to prospective Exit Lenders and their advisors, who have each agreed to be bound by customary confidentiality undertakings (including “click-through” agreements) (whether transmitted electronically by means of a website, e-mail or otherwise, or made available orally or in writing, including at prospective Exit Lender or other meetings). You hereby further authorize the Exit Commitment Parties to download copies of your logos and agree to use commercially reasonable efforts to obtain authorization to permit the Exit Commitment Parties to download copies of your logos, from your websites and post copies thereof on an IntraLinks<sup>®</sup> or similar workspace and use such logos on any materials prepared in connection with the Exit Facility.

#### Expenses.

Regardless of whether the Exit Facility closes, you hereby agree to reimburse the Exit Commitment Parties and the Exit Agent, as applicable, for all reasonable fees and expenses incurred by the Exit Commitment Parties and the Exit Agent in connection with the Exit Facility (including, but not limited to, (a) all reasonable costs and out-of-pocket expenses of one primary legal counsel (which shall be King & Spalding LLP) and one local counsel in all relevant jurisdictions for all Exit Commitment Parties and the Exit Agent, and one primary legal counsel for certain other Exit Commitment Parties (which shall be Skadden, Arps, Slate, Meagher & Flom LLP) and (b) all reasonable costs and out-of-pocket expenses of one financial advisor for all Exit Commitment Parties and the Exit Agent).

#### Confidentiality.

You agree that you will not disclose the contents of this Exit Commitment Letter, the Exit Fee Letter dated as of the date hereof (the “Exit Fee Letter”) among the Exit Commitment Parties and the Borrower or the Exit Commitment Parties’ involvement with the Exit Facility to any third party (including, without limitation, any financial institution or intermediary) without each Exit Commitment Party’s prior written consent other than to (a) those individuals who are your directors, officers, employees or advisors in connection with the Exit Facility; provided that this Exit Commitment Letter and the Exit Fee Letter may also be disclosed to your equity holders, directors, officers, employees and advisors, in each case on a confidential basis, (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree to inform the Exit Commitment Parties promptly thereof), (c) to the extent necessary in connection with the exercise of any remedies or enforcement of any rights hereunder and (d) other recipients as required by the Bankruptcy Court or the Plan, or as part of the Borrower and its subsidiaries’ disclosure statement soliciting votes in support of the Plan. Except in connection with the disclosure statement soliciting votes in support of the Plan, you agree to inform all such persons who receive information concerning the Exit Commitment Parties, this Exit Commitment Letter or the Exit Fee Letter that such information is confidential and may not be used for any purpose

other than in connection with the Transaction and may not be disclosed to any other person. The Exit Commitment Parties reserve the right to review and approve, in advance, all materials, press releases, advertisements and disclosures that contain their name or any affiliate's name or describe their respective financing commitment.

The Borrower hereby agrees that if the Exit Fee Letter is required to be filed with any bankruptcy court or disclosed to any U.S. Trustee for purposes of obtaining approval to pay any fees provided for therein or otherwise, then it shall promptly notify the Exit Commitment Parties and take all reasonable actions necessary to prevent the Exit Fee Letter from becoming publicly available, including, without limitation, filing a motion pursuant to sections 105(a) and 107(b) of the Bankruptcy Code and Rule 9018 of the Federal Rules of Bankruptcy Procedure seeking a bankruptcy court order authorizing the Borrower to file the Exit Fee Letter under seal to the maximum extent permitted by applicable law; provided, however, that if the applicable bankruptcy court or applicable law does not permit such filing under seal, then any such filing shall be redacted to the maximum extent permitted by such bankruptcy court and such law and approved by the Exit Commitment Parties in writing (such approval not to be unreasonably withheld). The provisions of this section shall survive any termination or completion of the arrangement provided by this Exit Commitment Letter.

Indemnity.

Regardless of whether the Exit Facility is closed, you agree to (a) indemnify, defend and hold each of the Exit Commitment Parties, the Exit Agent, each Exit Lender, and their respective affiliates and the principals, directors, officers, employees, representatives, agents, attorneys and third party advisors of each of them (each, an "Indemnified Person"), harmless from and against all losses, disputes, claims, investigations, litigation, proceedings, expenses (including, but not limited to, attorneys' fees), damages, and liabilities of any kind to which any Indemnified Person may become subject in connection with this Exit Commitment Letter, the Exit Fee Letter, the Exit Facility, the use or the proposed use of the proceeds thereof, the Transaction or any other transaction contemplated by this Exit Commitment Letter (each, a "Claim", and collectively, the "Claims"), regardless of whether such Indemnified Person is a party thereto (and regardless of whether such matter is initiated by a third party, you, or any of your or its respective affiliates), and (b) reimburse each Indemnified Person upon demand for all legal and other expenses incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (each, an "Expense"); provided that no Indemnified Person shall be entitled to indemnity hereunder in respect of any Claim or Expense to the extent that the same (i) is found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence, willful misconduct or bad faith of such Indemnified Person or any of its affiliates and their principals, directors, officers, employees, representatives, agents, attorneys or third party advisors, (ii) is found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from a material breach of the obligations of such Indemnified Person or any of its affiliates and their principals, directors, officers, employees, representatives, agents, attorneys or third party advisors under this Commitment Letter or (iii) arises from any dispute among Indemnified Persons (other than any claims against any Exit Commitment Party or the Exit Agent in its capacity or in fulfilling its role as an agent under the Exit Facility). No party hereto or any of their respective affiliates shall be liable for any punitive, exemplary, consequential or indirect damages alleged in connection with, arising out of, or relating to, any Claims, this Exit Commitment Letter, the Exit Fee Letter, the Exit Facility, the use or the proposed use of the proceeds thereof, the Transaction, and any other transaction contemplated by this Exit Commitment Letter; provided that this sentence shall not limit your indemnification obligations set forth in this paragraph.

You agree that none of the Exit Commitment Parties nor any of their respective affiliates shall have any liability to you or any other person or entity if commitments for the full amount of the Exit Facility are not obtained.

Furthermore, you hereby acknowledge and agree that the use of electronic transmission is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse. You agree to assume and accept such risks and hereby authorize the use of transmission of electronic transmissions, and that none of the Exit Commitment Parties nor any of their respective affiliates will have any liability for any damages arising from the use of such electronic transmission systems, except to the extent such damages have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence, willful misconduct or bad faith of such Exit Commitment Party or any of its affiliates and their principals, directors, officers, employees, representatives, agents, attorneys or third party advisors.

*Sharing Information; Absence of Fiduciary Relationship.*

You acknowledge that the Exit Commitment Parties, the Exit Agent and their respective affiliates may be providing debt financing, equity capital or other services to other companies with which you may have conflicting interests. You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and any of the Exit Commitment Parties or the Exit Agent has been or will be created in respect of any of the transactions contemplated by this Exit Commitment Letter, irrespective of whether the Exit Commitment Parties, the Exit Agent and/or their respective affiliates have advised or are advising you on other matters and (b) you will not assert any claim against any of the Exit Commitment Parties or the Exit Agent for breach or alleged breach of fiduciary duty and agree that none of the Exit Commitment Parties or the Exit Agent shall have any direct or indirect liability to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

*Assignments and Amendments.*

This Exit Commitment Letter shall not be assignable by you without the prior written consent of the Exit Commitment Parties (and any purported assignment without such consent shall be null and void), and is solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons. The Exit Commitment Parties may assign their respective commitments hereunder, in whole or in part, to any of their affiliates, any funds or accounts managed, advised, sub-managed or sub-advised by them or their affiliates or, subject to the prior written consent of the Borrower (such consent not to be unreasonably withheld or delayed) to any prospective Exit Lender; provided that, in each case, any such assignment shall not release them of the obligations hereunder. This Exit Commitment Letter may not be amended or waived except in a written instrument signed by you, the Exit Commitment Parties and the Exit Agent.

*Informed Consent.*

By its signature below, the Exit Agent and each of the Exit Commitment Parties confirms and records its informed consent to King & Spalding LLP's (the "Firm") representation of Cortland Capital Market Services LLC in connection with the Exit Facility while the Firm also represents Black Diamond Commercial Finance, L.L.C. ("BDCF") in connection with that certain asset-based senior secured credit facility to be provided to Boomerang Tube, LLC substantially concurrently with the consummation of the Exit Facility (the "ABL Exit Facility" and, together with the Exit Facility, the "Exit Credit Facilities"). The interests of the Exit Agent and the Exit Commitment Parties, on the one hand, and of BDCF and the commitment parties under the ABL Exit Facility, on the other hand, may or may appear to be adverse to

the Exit Credit Facilities. The Exit Agent and the Exit Commitment Parties acknowledge that BDCF or its affiliates will be an agent or lender in both Exit Credit Facilities and that the interests of the lenders under the Exit Facility may differ or be adverse to the interests of the lenders under the Exit ABL Facility. Each of the Exit Agent and the Exit Commitment Parties have been advised to seek the advice of counsel other than the Firm before providing this informed consent.

Applicable legal ethics rules require that the Firm obtain the consent of each of the Exit Agent, the Exit Commitment Parties and BDCF in this situation to be sure each can assess any risks of diminishment of loyalty, vigor, or confidentiality. The Firm has carefully considered this situation and is confident the Firm can and will adequately and vigorously represent each client in the Exit Credit Facilities without a diminution in the loyalty, vigor, or confidentiality owed to each due to the Firm's representation of the other client in the Exit Credit Facilities; provided, that the Firm will not represent either of the Exit Agent or BDCF in the event of any conflict or dispute between the Exit Agent and BDCF, including, without limitation, any and all litigation, whether or not arising out of the consummation of the Exit Credit Facilities or any other transaction contemplated hereby. The Firm and its personnel will protect each client's confidential information in accordance with the governing ethics rules. Each of the Exit Agent and the Exit Commitment Parties acknowledge and agree that the Firm shall be a third-party beneficiary of the informed consent contained herein.

Counterparts and Governing Law.

This Exit Commitment Letter may be executed in counterparts, each of which shall be deemed an original and all of which counterparts shall constitute one and the same document. Delivery of an executed signature page of this Exit Commitment Letter by facsimile or electronic (including "PDF") transmission shall be effective as delivery of a manually executed counterpart hereof.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Exit Commitment Letter, including, without limitation, its validity, interpretation, construction, performance and enforcement and any claims sounding in contract law or tort law arising out of the subject matter hereof.

Venue and Submission to Jurisdiction.

The parties hereto consent and agree that the state or federal courts located in New York County, State of New York, shall have exclusive jurisdiction to hear and determine any claims or disputes between or among any of the parties hereto pertaining to this Exit Commitment Letter, the Exit Fee Letter, the Exit Facility, the Transaction, any other transaction relating hereto or thereto, and any investigation, litigation, or proceeding in connection with, related to or arising out of any such matters; provided, that the parties hereto acknowledge that any appeal from those courts may have to be heard by a court located outside of such jurisdiction. The parties hereto expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waive any objection, which each of the parties may have based upon lack of personal jurisdiction, improper venue or inconvenient forum.

Waiver of Jury Trial.

THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS EXIT COMMITMENT LETTER, THE EXIT FEE LETTER, THE EXIT FACILITY, THE TRANSACTION AND ANY OTHER TRANSACTION RELATED HERETO OR THERETO. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

Survival.

The provisions of this letter set forth under this heading and the headings “Evaluation Material”, “Expenses”, “Confidentiality”, “Indemnity”, “Sharing Information; Absence of Fiduciary Relationship”, “Assignments and Amendments”, “Counterparts and Governing Law”, “Venue and Submission to Jurisdiction” and “Waiver of Jury Trial” shall survive the termination or expiration of this Exit Commitment Letter and shall remain in full force and effect regardless of whether the Exit Facility close or the credit documentation with respect to the Exit Facility shall be executed and delivered; provided that if the Exit Facility close and the credit documentation with respect to the Exit Facility shall be executed and delivered, the provisions under the heading “Expenses”, “Confidentiality”, “Indemnity”, and “Sharing Information; and Absence of Fiduciary Relationship” shall be superseded and deemed replaced by the terms of the credit documentation with respect to the Exit Facility governing such matters.

Integration.

This Exit Commitment Letter and the Exit Fee Letter supersede any and all discussions, negotiations, understandings or agreements, written or oral, express or implied, between or among the parties hereto and their affiliates as to the subject matter hereof.

Patriot Act.

The Exit Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “PATRIOT Act”), each Exit Lender may be required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes the name, address, tax identification number and other information regarding the Borrower and each Guarantor that will allow such Exit Lender to identify the Borrower and each Guarantor in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each Exit Lender.

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Please indicate your acceptance of the terms hereof and of the Exit Fee Letter by signing in the appropriate space below and in the Exit Fee Letter and returning to the Exit Commitment Parties such signature pages by 5:00 p.m., New York time on January 22, 2016. Unless extended in writing by the Exit Commitment Parties, the commitments and agreements of the Exit Commitment Parties contained herein (subject to the provisions under the heading "Survival") shall automatically expire on the first to occur of (a) the date and time referred to in the previous sentence unless you shall have executed and delivered a copy of this Exit Commitment Letter and the Exit Fee Letter, as provided above, (b) 5:00 p.m. New York time on February 12, 2016, (c) execution and delivery of the credit documentation with respect to the Exit Facility and funding of the Exit Facility and (d) the applicable bankruptcy court enters an order denying confirmation of the Plan.

Sincerely,

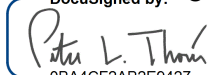
Name: **ACCESS TUBULARS INVESTMENTS LLC**

By: Access Industries Management, LLC, its Manager

By:

Name:

Title:

DocuSigned by:  
Peter L. Thoren

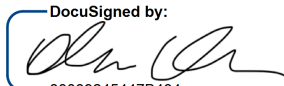
Peter L. Thoren

Executive Vice President

By:

Name:

Title:

DocuSigned by:  
Alex Blavatnik

Alex Blavatnik

Executive Vice President

Name: **BANK OF AMERICA, N.A.**

solely in respect of its Global Credit Special Situations  
group and not any other group, division or unit of Bank of  
America, N.A.

By:

Name:   
Jonathan M. Barnes

Title: Vice President

Name: **BDCM OPPORTUNITY FUND III, L.P.**

By: BDCM Opportunity Fund III Adviser, L.L.C., its  
Investment Manager

By:

Name: Stephen H Deckoff

Title: Managing Principal


Name: **BDCM OPPORTUNITY FUND IV, L.P.**

By: BDCM Opportunity Fund IV Adviser, L.L.C., its  
Investment Manager

By:

Name: Stephen H Deckoff

Title: Managing Principal

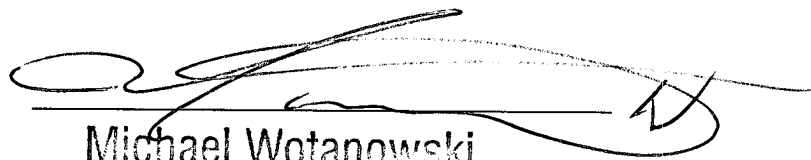
  


Name: **CREDIT SUISSE LOAN FUNDING LLC**

By:

Name:

Title:

A handwritten signature in black ink, appearing to read 'Michael Wotanowski', is written over a horizontal line. The signature is stylized with a large loop at the beginning and a checkmark-like flourish at the end.

**Michael Wotanowski**  
**Authorized Signatory**

**CORTLAND CAPITAL MARKETS SERVICES**

By: 

Name:

Title:

**Polina Arsentyeva**  
**Associate Counsel**

AGREED AND ACCEPTED

THIS 22nd DAY OF January, 2016

**BOOMERANG TUBE, LLC**

By: 

Name: Kevin Nystrom

Title: Interim Chief Executive Officer, President and Chief Restructuring Officer

**SCHEDULE I**

**REDACTED**

**EXHIBIT A**

**BOOMERANG TUBE, LLC, et al.  
EXIT TERM FACILITY TERM SHEET**

This Summary of Proposed Terms and Conditions (“Exit Term Facility Term Sheet”) outlines the terms and conditions of the Exit Term Facility (as defined below) to be provided by some or all of the Term Loan Lenders, subject to any conditions set forth in the commitment letter to which this term sheet is attached (the “Commitment Letter”). Capitalized terms used in this Exit Term Facility Term Sheet and not otherwise defined herein shall have the meanings set forth in the Plan (as defined in the Commitment Letter).

**Borrower:** Boomerang Tube, LLC (“Boomerang”) as a reorganized debtor (the “Borrower”) upon emergence from a case (together with the cases of its affiliated debtors and debtors-in-possession, the “Case”) filed under Chapter 11 of Title 11 of the United States Code (“Chapter 11”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

**Guarantors:** BTCSP, LLC, BT Financing, Inc. and each of the Borrower’s existing and future direct and indirect domestic subsidiaries (collectively, the “Guarantors”; together with the Borrower, each individually a “Loan Party”, and collectively, the “Loan Parties”), on a joint and several basis.

Boomerang Tube Holdings, Inc. (“New Holdings”), a newly-formed entity that will hold all or a controlling share of the equity interests in Borrower upon the consummation of the Restructuring Transactions, shall also guarantee the obligations of the Loan Parties under the Exit Term Facility and shall be considered a Guarantor for all purposes hereunder.

**Exit Term Agent:** Cortland Capital Market Services LLC (in such capacity, together with its successors and assigns, the “Exit Term Agent”).

**Lenders:** Some or all of the Term Loan Lenders (together with their successors and permitted assigns, including designated investment advisors, managers, affiliates, related funds or managed accounts, each an “Exit Term Lender”, and collectively, the “Exit Term Lenders”).

**Type and Amount of the Term Facility:** A non-amortizing term loan facility in an aggregate principal amount not to exceed \$85 million (the “Initial Exit Term Facility”; the Exit Term Lenders’ commitment under the Initial Exit Term Facility, the “Initial Exit Term Commitment”; the loans under the Initial Exit Term Facility, the “Initial Exit Term Loans”; and the transactions contemplated hereby, the “Transactions”). The Initial Exit Term Facility shall consist of the two following tranches of Initial Exit Term Loans:

Term A Loans: Initial Exit Term Loans in the aggregate amount of \$63 million (the “Term A Loans”).

Term B Loans: Initial Exit Term Loans in the aggregate amount of \$22 million (the “Term B Loans”).

In addition to the committed Initial Exit Term Loans, the Exit Term Lenders shall have the ability (but not the committed obligation) to make incremental Term B Loans at the request of Borrower in an aggregate principal amount not to exceed \$15 million (the “Incremental Exit Term Facility”, and together with the Initial Exit Term Facility, the “Exit Term Facility”; the Exit Term Lenders’ commitment under the Incremental Exit Term Facility, the “Incremental Exit Term Commitment”, and together with the Initial Exit Term Commitment, the “Exit Term Commitment”; the loans under the Incremental Exit Term Facility, the “Incremental Exit Term Loans”; and together with the Initial Exit Term Loans, the “Exit Term Loans”).

**Maturity Date:** The three (3) year anniversary of the closing date of the Exit Term Facility (the “Closing Date”).

**Use of Proceeds:** The proceeds of the Exit Term Loans will be used (a) to repay in full any outstanding obligations under the DIP Term Facility Loan Agreement, (b) to fund certain payments required to be made by the Loan Parties under the Plan, and (c) for working capital and general corporate purposes of the Loan Parties. Once repaid, the Exit Term Loans may not be reborrowed.

**Documentation:** The Exit Term Facility will be evidenced by a credit agreement (the “Exit Term Credit Agreement”), security documents, guarantees and other legal documentation (collectively, together with the Exit Term Credit Agreement, the “Exit Term Documents”) required by the Exit Term Agent and the Exit Term Lenders, in form and substance consistent with this Exit Term Facility Term Sheet and otherwise substantially similar to the Term Loan Agreement and related loan documents, with such modifications thereto as deemed by the Exit Term Lenders in their discretion to be appropriate to reflect the terms set forth in this Exit Term Facility Term Sheet.

**Interest:** The Term A Loans shall bear interest at a rate per annum equal to (a) the LIBOR Rate (as defined in the Term Loan Agreement, but excluding any LIBOR floor) + 10%, which amount shall (at the option of the Borrower) be payable in cash or payable-in-kind by capitalizing such interest and adding such amount to the outstanding principal balance of the Term A Loans, in either case, to be paid quarterly in arrears, plus (b) 5% PIK interest, which shall be capitalized quarterly in arrears by adding such amount to the outstanding principal balance of the Exit Term Facility. The Borrower shall have the option to elect to pay cash interest in lieu of all or any portion of the PIK interest set forth in subsection (b).

The Term B Loans shall bear interest at a rate per annum equal to 20%, which amount shall (at the option of the Borrower) be payable in cash or payable-in-kind by capitalizing such interest and adding such amount to the outstanding principal balance of the Term B Loans, in either case, to be paid quarterly in arrears.

Automatically upon the occurrence of and during the continuance of a payment or bankruptcy Event of Default, and after written notice from the Exit Term Agent or the Required Lenders (as defined below) upon the

occurrence of and during the continuance of any other default or an Event of Default under the Exit Term Documents, the Exit Term Loans will bear interest at an additional 3.00% *per annum*.

**Fees:**

The Exit Term Lenders (or the investment advisors, managers, affiliates, related funds or managed accounts of such Exit Term Lenders) shall receive a closing fee (the “Exit Closing Fee”), to be shared by the Exit Term Lenders pro rata in accordance with their respective commitments, upon the closing of the Initial Exit Term Facility, and if such closing shall occur, in the form of 20% of the equity of New Holdings. For the avoidance of doubt, no Exit Closing Fee shall be payable unless the closing of the Exit Term Facility occurs.

The Term B Loans shall be issued with an original issue discount (OID) equal to 10% of the principal amount of the Term B Loans.

An annual administrative agency fee of \$35,000 payable in cash to the Exit Term Agent on the Closing Date and on each anniversary of the Closing Date.

**Priority and Security under Exit Term Facility:**

All obligations of the Loan Parties to the Exit Term Agent and the Exit Term Lenders under the Exit Term Facility, including, without limitation, all principal, accrued interest, premiums (if any), costs, fees and expenses or other amounts due thereunder (collectively, the “Exit Term Obligations”), shall be secured by (a) a first priority lien on the collateral currently securing the obligations under the Term Loan Facility (the “Term Loan Collateral”), (b) a pledge of New Holdings’ equity interests in Borrower (which shall secure New Holdings’ guarantee of the Exit Term Obligations); and (c) a second priority lien on the collateral currently securing the obligations under the ABL Facility other than Term Loan Collateral (the “Working Capital Collateral”), junior only to the first priority liens granted to the Exit ABL Facility Agent in connection with the Exit ABL Facility (and the permitted liens allowed thereunder). The Exit Term Obligations (and the liens securing same) shall be subject to an intercreditor agreement by and among the Loan Parties, the Exit Term Agent and the Exit ABL Facility Agent in form and substance mutually acceptable to the parties thereto that shall provide, among other things, that (x) the liens granted to the Exit Term Agent in the Working Capital Collateral to secure the Exit Term Obligations shall be fully subordinated to the liens granted to the Exit ABL Facility Agent in such Working Capital Collateral to secure the obligations under the Exit ABL Facility, and (y) the Exit Term Agent and the Exit Term Lenders shall be subject to a permanent “standstill” with respect to the exercise of any remedies with respect to the Working Capital Collateral until such time as the Exit ABL Facility has been repaid in full (and all commitments thereunder have terminated).

**Non-Call Period and Prepayment Premiums:**

Except as provided in the proviso hereto, the Loan Parties may not prepay all or any portion of the principal amount of the Exit Term Loans during the first 24 months after the Closing Date (the “Non-Call Period”); provided, however, that any such prepayment by the Loan Parties of the Exit Term Loans during the Non-Call Period (whether voluntarily or as a result of an

acceleration of the Exit Term Obligations or other mandatory prepayment event) will be subject to a make-whole premium in an amount equal to the present value (as calculated in accordance with the terms of the Exit Term Credit Agreement and with a discount rate equal to the Treasury Rate plus 75 basis points) of (i) the Prepayment Premium (as defined below) that would be required to paid if such prepayment were to be made on the first day after the end of the Non-Call Period, and (ii) the stream of interest payments that would have accrued between the actual prepayment date and the hypothetical future prepayment date at the end of the Non-Call Period if the prepaid principal had been permitted to remain outstanding until the end of the Non-Call Period.

After the expiration of the Non-Call Period, the Loan Parties may elect to voluntarily prepay some or all of the principal amount of the Exit Term Loans; provided, however, in the event that Borrower prepays any principal amounts under the Exit Term Loans (whether voluntarily or as a result of an acceleration of the obligations or other mandatory prepayment event) after the Non-Call Period, then the Loan Parties shall be required to pay the following premium with respect to such prepaid amount (as applicable, the “Prepayment Premium”) based on the date of prepayment:

Period	Prepayment Premium
2 <sup>nd</sup> anniversary of Closing Date to 3 <sup>rd</sup> anniversary of Closing Date	7.5%

**Conditions Precedent to the Closing of the Exit Term Facility:**

The Credit Agreement will contain conditions substantially similar to the conditions contained in the Term Loan Agreement and such other conditions as the Exit Term Lenders may reasonably deem to be appropriate for an exit financing (including, without limitation, the entry of the Confirmation Order, the occurrence of the Effective Date under the Plan, the satisfaction of the required equity contribution and the provision of evidence demonstrating the satisfaction of any required transaction under the Plan), and including any additional information delivered in connection with the Exit ABL Facility.

**Other Terms:**

The Exit Term Credit Agreement will contain customary voluntary and mandatory prepayment provisions, representations and warranties, covenants, events of default, indemnification, expense reimbursement and yield protection provisions, assignment and assumption terms and waiver of jury trial substantially similar to the corresponding terms in the Term Loan Agreement, with such modifications as deemed by the Exit Term Lenders in their reasonable discretion to be appropriate to reflect the terms set forth in this Exit Term Facility Term Sheet and with such other modifications as may be (i) mutually agreed to by the parties to the Exit Term Facility and (ii) in form and substance satisfactory to the Exit Term Lenders.

**Required Lenders:**

Exit Term Lenders holding more than 50.0% of the outstanding Exit Term Loans (the “Required Lenders”) except as to matters requiring unanimity under the Exit Term Credit Agreement consistent with the Term Loan Agreement.

**Removal of Exit Term  
Lenders:**

The Required Lenders and the Borrower shall have the right to cause any Exit Term Lender (under certain customary situations consistent with the Term Loan Agreement to be specified in the Exit Term Credit Agreement) to assign its Exit Term Loans and other Exit Term Obligations to one or more existing Exit Term Lenders.

**Governing Law:**

The laws of the State of New York.

**Counsel to the Exit Term  
Agent:**

King & Spalding LLP

**EXHIBIT D**

Exit Term Facility – Exit Fee Letter  
(Exhibit 3.2 to Plan Supplement

**CONFIDENTIAL**

January 22, 2016

Boomerang Tube, LLC  
14567 Outer Forty Road  
5<sup>th</sup> Floor  
Chesterfield, MO 63017  
Attention: Interim Chief Executive Officer

Boomerang Tube, LLC  
\$85,000,000 Exit Facility  
Exit Fee Letter

Ladies and Gentlemen:

This is the Exit Fee Letter referred to in the Exit Commitment Letter of even date herewith (together with all exhibits and other attachments thereto, the "Exit Commitment Letter") among each of the undersigned lenders (collectively, the "Exit Commitment Parties" and each individually, an "Exit Commitment Party") and you regarding the Exit Facility and Transactions described therein. Capitalized terms used in the text of this Exit Fee Letter without definition have the meanings assigned to such terms in the Exit Commitment Letter. In addition to any fees or other amounts payable to the Exit Commitment Parties and the other Exit Lenders under the terms of the Exit Commitment Letter, as consideration for the Exit Commitment Parties' commitments under the Exit Commitment Letter, you agree to pay (or cause to be paid) the following fees:

**Exit Closing Fee:**

- To the Exit Commitment Parties (or their respective designated investment advisors, managers, affiliates, related funds, managed accounts or other designees), a closing fee (the "Exit Closing Fee") in the form of twenty percent (20%) of the total equity of New Holdings, which Exit Closing Fee shall be due and payable to each such Exit Commitment Party on the Closing Date (if the Closing Date occurs) and shall be allocated amongst such Exit Commitment Parties (or their respective designated investment advisors, managers, affiliates, related funds, managed accounts or other designees) pro rata in accordance with their respective commitments in respect of the Exit Facility.

**Upfront Fee:**

- To each Exit Commitment Party who has committed to make a Term B Loan (such commitment, a "Term B Commitment") (or its designated investment advisors, managers, affiliates, related funds, managed accounts or other designees), in exchange for its Term B Commitment, an upfront fee in an amount equal to 10.00% of its Term B Commitment (the "Upfront Fee"), which Upfront Fee shall be due and payable to each such Exit Commitment Party on the Closing Date, shall take the form of an original issue discount and shall be allocated amongst such Exit Commitment Parties in accordance with their respective Term B Commitments.

**Exit Agent Fee:**

- To Cortland Capital Market Services LLC for itself, an administrative agency fee in the amount of \$35,000, payable annually on the Closing Date and in advance on each anniversary thereafter (the "Exit Agent Fee").

**General:**

You agree that, once paid, the fees described herein or any part hereof payable hereunder and under the Exit Commitment Letter will not be refundable under any circumstances. All fees payable hereunder and under the Exit Commitment Letter will be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim.

You agree that you will not disclose this Exit Fee Letter or the contents hereof other than as permitted by the Exit Commitment Letter or as otherwise agreed to by the Agent; provided that you may disclose the fees contained in this Exit Fee Letter as part of a generic disclosure of aggregate sources and uses related to fee amounts to the extent customary in marketing materials or public filings or otherwise as part of your budget or projections.

This Exit Fee Letter shall survive the expiration or termination of the Exit Commitment Letter, the execution and delivery of the Exit Term Documents and the closing and/or funding of any or all of the Exit Facility. This Exit Fee Letter shall govern in the event of any inconsistency with the Exit Commitment Letter or the Exit Term Documents, as the case may be.

It is understood that this Exit Fee Letter shall not constitute or give rise to any obligation to provide or arrange any financing, and any such an obligation will arise only under the Exit Commitment Letter if accepted in accordance with its terms. This Exit Fee Letter shall not be assignable by you without the prior written consent of each of the Exit Commitment Parties and the Exit Agent (and any purported assignment without such consent shall be null and void). This Exit Fee Letter may not be amended or waived except by an instrument in writing signed by you, the Exit Commitment Parties and the Exit Agent.

This Exit Fee Letter may be executed in counterparts, each of which shall be deemed an original and all of which counterparts shall constitute one and the same document. Delivery of an executed signature page of this Exit Fee Letter by facsimile or electronic (including "PDF") transmission shall be effective as delivery of a manually executed counterpart hereof.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Exit Fee Letter, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Sincerely,

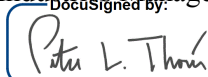
Name: **ACCESS TUBULARS INVESTMENTS LLC**

By: Access Industries Management, LLC, its Manager

By:

Name:

Title:

DocuSigned by:  
Peter L. Thoren

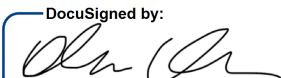
Peter L. Thoren

Executive Vice President

By:

Name:

Title:

DocuSigned by:  
Alex Blavatnik

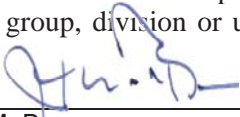
Alex Blavatnik

Executive Vice President

Name: **BANK OF AMERICA, N.A.**

solely in respect of its Global Credit Special Situations  
group and not any other group, division or unit of Bank of  
America, N.A.

By:

Name:   
Jonathan M. Barnes

Title: Vice President

Name: BDCM OPPORTUNITY FUND III, L.P.

By: BDCM Opportunity Fund III Adviser, L.L.C., its  
Investment Manager

By:

Name:

Stephen H Deckoff

Title:

Managing Principal



Name: BDCM OPPORTUNITY FUND IV, L.P.

By: BDCM Opportunity Fund IV Adviser, L.L.C., its  
Investment Manager

By:

Name:

Stephen H Deckoff

Title:

Managing Principal

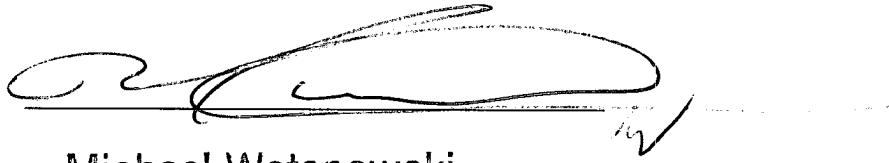


Name: **CREDIT SUISSE LOAN FUNDING LLC**

By:

Name:

Title:

A handwritten signature in black ink, appearing to read 'Michael Wotanowski', is written over a horizontal line. To the right of the signature, there is a small checkmark.

**Michael Wotanowski**  
**Authorized Signatory**

CORTLAND CAPITAL MARKET SERVICES LLC

By: 

Name: **Polina Arsentyeva**  
Title: **Associate Counsel**

AGREED AND ACCEPTED

THIS 22nd DAY OF January, 2016

**BOOMERANG TUBE, LLC**

By: 

Name: Kevin Nystrom

Title: Interim Chief Executive Officer, President and Chief Restructuring Officer

**EXHIBIT E**

*Amended* Duties of Ombudsman  
(Exhibit 21 to Plan Supplement

**BOOMERANG TUBE, LLC OMBUDSMAN PLAN SUPPLEMENT**

This Boomerang Tube, LLC Ombudsman Plan Supplement (the “**Supplement**”) supplements that certain Debtors’ Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code dated December 29, 2015 (as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions thereof, the “**Plan**”). The Plan provides for the appointment of an Ombudsman. This Supplement further sets forth the rights, duties and powers of the Ombudsman.

**ARTICLE I  
DEFINITIONS**

Section 1.1 Defined Terms. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Plan.

**ARTICLE II  
APPOINTMENT**

Section 2.1 Appointment of Ombudsman. The Ombudsman is appointed as of the Effective Date to perform in a commercially reasonable manner the duties and obligations of the Ombudsman set forth in the Plan, the Confirmation Order, and this Supplement. The Ombudsman shall have the rights, powers, and duties set forth in the Plan, the Confirmation Order, and this Supplement.

Section 2.2 No Fiduciary Obligations. Notwithstanding anything to the contrary in this Supplement, any fiduciary duty imposed under law (including the duty of loyalty and the duty of care) on the Ombudsman shall be defined, limited and eliminated pursuant to this Supplement to the fullest extent permitted by law. For the avoidance of doubt, the Ombudsman has no fiduciary obligations to any individual or entity, including holders of Claims. Additionally, the Ombudsman is not an officer, director, agent, or fiduciary of the Reorganized Debtor.

**ARTICLE III  
POWERS, RIGHTS, AND DUTIES  
OF THE OMBUDSMAN AND THE REORGANIZED DEBTORS**

Section 3.1 Duties of the Ombudsman. The Ombudsman shall have the following specific duties in addition to any duties conferred upon the Ombudsman by any other section or provision of this Supplement, the Plan or the Confirmation Order; *provided, however*, that the enumeration of the following duties shall not be considered in any way to limit or control the duties of the Ombudsman to act as specifically required by any other section or provision of the Plan, the Confirmation Order, this Supplement or by any other order of the Bankruptcy Court, *provided, further, however*, the Ombudsman shall have no obligation to perform the duties set forth in the Plan, the Confirmation Order, this Supplement or any other order of the Bankruptcy Court in the event performing such duties would, in the judgment of the Ombudsman, cause the

Ombudsman to incur fees and expenses that exceed the Fee Cap set forth in Section 4.2(c) hereof:

- (a) monitor the prosecution and resolution of Disputed General Unsecured Claims;
- (b) monitor and resolve any disputes concerning Distributions to holders of Allowed General Unsecured Claims including as to the timing of any Initial Distribution Date or subsequent Distribution Date solely with respect to General Unsecured Claims;
- (c) consent to any alternative treatment provided to holders of Class 6 Claims; and
- (d) pursue remedies or other protections to ensure the provisions of Articles VI and VII of the Plan and the treatment afforded to holders of Allowed General Unsecured Claims are adhered to, including by seeking relief from the Bankruptcy Court.

Section 3.2 No Other Duties. Other than the duties and obligations of the Ombudsman specifically set forth in this Supplement, the Plan, or the Confirmation Order, the Ombudsman shall have no duties or obligations of any kind or nature with respect to its appointment as such.

Section 3.3 Duties of the Reorganized Debtors. The Reorganized Debtors shall have the following specific duties in addition to any duties conferred upon the Reorganized Debtors by any other section or provision of the Plan or the Confirmation Order; *provided, however*, that the enumeration of the following duties shall not be considered in any way to limit or control the duties of the Reorganized Debtors to act as specifically required by any other section or provision of the Plan, the Confirmation Order, or by any other order of the Bankruptcy Court:

- (a) upon request of the Ombudsman, discuss the ongoing efforts with respect to resolution of, and distributions on account of, General Unsecured Claims;
- (b) upon reasonable request, provide to the Ombudsman copies of any supporting documentation, correspondence and/or agreements relating to any objection to a General Unsecured Claim filed by the Reorganized Debtors and provide to the Ombudsman reasonable access to employees of the Reorganized Debtors knowledgeable of any such objection to a Disputed General Unsecured Claim and the underlying dispute between the holder of the Disputed General Unsecured Claim and the Reorganized Debtors;
- (c) notify the Ombudsman of the resolution or settlement of any objection to any General Unsecured Claim with a face amount equal to or greater than \$250,000 no later than two (2) Business Days prior to the entry into any such settlement or filing of any notice of such resolution or settlement; and
- (d) obtain the consent of the Ombudsman to any alternative treatment provided holders of Class 5 Claims with respect to any General Unsecured Claim with a face amount equal to or greater than \$250,000.

Section 3.4 Ombudsman Access to Claims Information. The Ombudsman shall be permitted the same level of access as the Debtors and Reorganized Debtors to the claims information maintained by the claims agent in the Chapter 11 Cases and shall be provided additional information maintained by the Reorganized Debtors upon reasonable request by the Ombudsman.

Section 3.5 Supplemental Powers of the Ombudsman. The Ombudsman shall have the following specific powers and rights, but not obligations, in addition to any powers conferred upon the Ombudsman by any other section or provision of this Supplement, the Plan, or the Confirmation Order; *provided, however*, that the enumeration of the following powers and rights shall not be considered in any way to limit or control the power or obligation of the Ombudsman to act as specifically authorized by any other section or provision of the Plan, the Confirmation Order, this Supplement, or by any other order of the Bankruptcy Court:

- (a) maintain lists of holders of Allowed General Unsecured Claims;
- (b) subject to the Fee Cap, employ, supervise, and compensate the reasonable fees and expenses of counsel that the Ombudsman may select to assist the Ombudsman with respect to its responsibilities hereunder. Counsel shall not be disqualified from serving the Ombudsman solely because of its prior employment in any capacity in the Debtors' bankruptcy cases on behalf of the Debtors, their estates, the Creditors' Committee, or any creditors. The Ombudsman shall be permitted to employ its own firm or any other firm it deems reasonably necessary to carry out its duties as Ombudsman;
- (c) subject to the Fee Cap, engage, supervise, and compensate such other employees and third parties as the Ombudsman may deem necessary or appropriate to assist the Ombudsman in carrying out its powers and duties under the Plan, the Confirmation Order, this Supplement or any other order of the Bankruptcy Court; and
- (d) exercise in its sole discretion such other powers as may be vested in the Ombudsman pursuant to the Plan, the Confirmation Order, this Supplement, or any other order of the Bankruptcy Court.

Section 3.6 Confidentiality. The Ombudsman shall keep confidential the notices, matrix, and other information it receives from the Reorganized Debtors; *provided, however*, that this Section 3.6 shall in no way restrict, restrain, or otherwise prevent the Ombudsman from performing its duties or exercising its powers to provide the notices and other information to holders of Allowed General Unsecured Claims required or permitted to be so provided by the terms of the Plan, the Confirmation Order, or this Supplement. In the event the Ombudsman receives any confidential information from the Reorganized Debtors in connection with handling a dispute to which a holder of a General Unsecured Claim is a party, the Ombudsman shall not use such information for the purposes of handling a separate dispute to which the holder of the General Unsecured Claim is party, and shall keep such information confidential. The Ombudsman shall, at its sole discretion, return or destroy the notices, matrix, and other information it receives from the Reorganized Debtors in the event of its death, resignation, termination or incompetency.

#### **ARTICLE IV**

#### **APPOINTMENT AND COMPENSATION OF THE OMBUDSMAN**

Section 4.1 Tenure of the Ombudsman. Alvarez & Marsal, by and through the individual listed on Exhibit A hereto, has been appointed by the Creditors Committee as the Ombudsman. The Ombudsman will serve until death or resignation pursuant to Section 4.2, or termination pursuant to Section 5.1.

Section 4.2 Ombudsman's Compensation and Reimbursement. Subject to the Fee Cap, the Ombudsman shall be compensated for its time expended on Ombudsman matters at its standard hourly rates, as such rates may be adjusted from time to time. The Ombudsman shall receive compensation as follows:

(a) Compensation. All of the reasonable fees of the Ombudsman, and all of the reasonable fees of any third parties retained by the Ombudsman in connection with the performance of the Ombudsman's duties hereunder, shall be paid by the Reorganized Debtors.

(b) Expenses. The Reorganized Debtors will pay directly or reimburse, at the Ombudsman's election, all reasonable, out-of-pocket expenses incurred by the Ombudsman and any third parties in connection with the performance of the Ombudsman's duties or supplemental powers hereunder.

(c) Cap. The amount of fees and expenses of the Ombudsman, including without limitation any fees and expenses of counsel, employees, third-parties or other professionals engaged or employed by the Ombudsman, to be paid by the Reorganized Debtors shall not exceed \$50,000 (the "**Fee Cap**").

Section 4.3 Payment. The reasonable fees and expenses payable to the Ombudsman shall be paid to the Ombudsman by the Reorganized Debtors without necessity for review or approval by the Bankruptcy Court or any other person. The Reorganized Debtors shall have ten (10) days from receipt of an invoice or other bill from the Ombudsman to object to such invoice or bill. If the Reorganized Debtors do not so object within ten (10) days of receipt, the reasonable fees and expenses reflected on the invoice or other bill shall be deemed reasonable, shall no longer be subject to challenge, shall be immediately due and payable, and shall be actually paid within thirty (30) days from receipt of such invoice or other bill.

Section 4.4 Resignation. The Ombudsman may resign by giving not less than thirty (30) days' prior written notice thereof to the Reorganized Debtors. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, and (b) the appointment of a successor and the acceptance by such successor of such appointment.

Section 4.5 Appointment of a Successor Ombudsman. In the event of the death, resignation, termination or incompetency of the acting principal Ombudsman, the resigning or terminated acting principal Ombudsman, or in the case of its death or incompetency, its firm or organization, shall designate a successor acting principal Ombudsman from its firm or organization by written notice to the Reorganized Debtors. Every successor acting principal Ombudsman appointed hereunder shall execute, acknowledge, and deliver to the Reorganized

Debtors an instrument accepting the appointment as Ombudsman under the terms of the Plan, Confirmation Order and this Supplement, and thereupon the successor Ombudsman, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the retiring Ombudsman. The death, resignation, termination or incompetency of the Ombudsman shall not operate to terminate the appointment of the Ombudsman or to revoke any existing agency created pursuant to the terms of the Plan, the Confirmation Order, and this Supplement or invalidate any action theretofore taken by the Ombudsman or any prior Ombudsman. For avoidance of doubt, the Reorganized Debtors shall have no obligation to retain or engage any successor Ombudsman.

## **ARTICLE V TERMINATION**

Section 5.1 Termination. The appointment of the Ombudsman shall commence on the Effective Date. The appointment shall terminate upon the earlier of (a) the filing of a notice of termination by the Ombudsman with the Bankruptcy Court, and (b) the final distribution of all GUC Consideration to holders of Allowed General Unsecured Claims in accordance with the terms of the Plan. In addition, the Reorganized Debtors shall have the right to terminate the Ombudsman if the Ombudsman enters a plea of guilty or *nolo contendere* to a felony or to a misdemeanor involving moral turpitude, or engages in fraud, gross negligence, or willful misconduct in connection with carrying out its powers and duties hereunder, as determined by a court of competent jurisdiction. Subject to Section 4.2(c), all reasonable fees and expenses of the Ombudsman through the date of termination shall be paid by the Reorganized Debtors.

Section 5.2 Survival. Sections 3.6, 6.1, 6.3, and 6.4 shall survive the expiration of the appointment of the Ombudsman. Except as specifically provided herein, upon the termination of the appointment of the Ombudsman in accordance with Section 5.1, the Ombudsman shall have no further duties or obligations hereunder or as Ombudsman. Any other provision in the Supplement, which, by its terms, specifically survives termination of the Supplement, shall survive termination of the appointment of the Ombudsman.

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

Section 6.1 No Further Liability. Neither the Ombudsman nor any of its partners, officers, agents, professionals, representatives or employees (collectively with the Ombudsman, the “Ombudsman Exculpated Parties”) shall be liable to any party, including, without limitation, the Reorganized Debtor or holders of Allowed General Unsecured Claims for any action taken or omitted by the Ombudsman Exculpated Parties in good faith and reasonably believed by the Ombudsman Exculpated Parties to be authorized within the discretion or rights or powers conferred upon the Ombudsman in accordance with the Plan, the Confirmation Order, or this Supplement. In performing its duties, the Ombudsman shall have no liability for any action taken by him or her in good faith in accordance with the advice of counsel or other professionals retained by the Ombudsman. Without limiting the generality of the foregoing, the Ombudsman may rely without independent investigation on copies of orders of the Bankruptcy Court reasonably believed by the Ombudsman to be genuine, and shall have no liability for actions taken in reliance thereon. None of the provisions of this Supplement shall require the

Ombudsman to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties hereunder or in the exercise of any of their rights and powers. The Ombudsman may rely without inquiry upon writings delivered to it that it believes to be genuine and to have been given by a proper Person. Specifically, the Ombudsman may rely without inquiry on the records and other notices provided to it by the Reorganized Debtors, including but not limited to the records and notices required to be provided by Section 3.3 hereof. Notwithstanding the foregoing, nothing in this Section 6.1 shall relieve the Ombudsman Exculpated Parties from any liability for any actions or omissions arising out of fraud, criminal acts, gross negligence or willful misconduct in connection with the subject matter of this Supplement. Any action taken or omitted to be taken in the case of the Ombudsman with the express approval of the Bankruptcy Court will conclusively be deemed not to constitute gross negligence or willful misconduct. The Reorganized Debtors shall have no liability for the actions taken by the Ombudsman.

#### Section 6.2 Indemnification of the Ombudsman.

Subject to the Fee Cap:

(a) Except as otherwise set forth in the Plan or Confirmation Order, the Ombudsman Exculpated Parties shall be defended, held harmless, and indemnified from time to time by the Reorganized Debtors against any and all losses, claims, damages, liabilities, penalties, obligations, and expenses, including the costs for counsel or others in investigating, preparing, or defending any action or claim, whether or not in connection with litigation in which any Ombudsman Exculpated Party is a party, or enforcing this Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based on, or arising out of (directly or indirectly) the Ombudsman's acceptance of or the performance or nonperformance of its obligations under this Agreement, the Plan, or the Confirmation Order.

(b) The Reorganized Debtors shall promptly pay expenses reasonably incurred by any Ombudsman Exculpated Party in defending, participating in, or settling any action, proceeding, or investigation in which such Ombudsman Exculpated Party is a party or is threatened to be made a party or otherwise is participating in connection with the Agreement or the duties, acts, or omissions of the Ombudsman, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. To the extent the Ombudsman is required to provide indemnification to any entity or individual, the Reorganized Debtors will pay the Ombudsman's obligations in connection with such indemnification, or reimburse the Ombudsman to the extent the Ombudsman has paid such obligation. Each Ombudsman Exculpated Party hereby undertakes, and the Reorganized Debtors hereby accept its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Ombudsman Exculpated Party is not entitled to be indemnified therefor under this Agreement. The foregoing indemnity in respect of any Ombudsman Exculpated Party shall survive the termination of such Ombudsman Exculpated Party from the capacity for which they are indemnified.

Section 6.3 Limitation of Liability. The Ombudsman Exculpated Parties will not be liable for punitive, exemplary, consequential, special or other damages arising out of, or related to, its services provided by the Ombudsman hereunder.

Section 6.4 Retention of Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction to adjudicate any dispute between (a) the Ombudsman and the Reorganized Debtor or (b) the Reorganized Debtor and/or the Ombudsman and any holder of an Allowed General Unsecured Claim, regarding the rights, duties, powers and/or actions of the Ombudsman as set forth in the Plan, the Confirmation Order, and this Supplement, the obligations of the Reorganized Debtors, and any other dispute arising under this Supplement, including but not limited to any dispute arising regarding the reasonable fees, compensation, and expenses of the Ombudsman.

Section 6.5 Descriptive Headings. The headings contained in this Supplement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Supplement.

Section 6.6 Amendment and Waiver; Conflicts. The terms of this Supplement may not be amended except by an instrument in writing approved by the Reorganized Debtor and the Ombudsman. To the extent of any conflicts between the terms of the Plan, Confirmation Order and this Supplement, the terms of the Plan and Confirmation Order shall govern and control.

**Exhibit A**  
**Ombudsman**

Alvarez & Marsal,  
by and through Rich Newman

62286497 v2-WorkSiteUS-032689/0001

**EXHIBIT F**

Professional Fee Escrow Account Agreement  
(Exhibit 22 to Plan Supplement)

## **ESCROW AGREEMENT**

This **ESCROW AGREEMENT** (this "Agreement") is made and entered into for the sole benefit of the Professionals identified on Exhibit C hereto as of January \_\_, 2016, by and between Boomerang Tube, LLC, a Delaware limited liability company ("Company"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Escrow Agent"), solely in its capacity as escrow agent. Solely for the convenience of the Company, and without charging Escrow Agent with knowledge thereof, all capitalized terms that are not otherwise defined in this Agreement shall have the meanings given to such terms in the Debtors' Second Amended Joint Chapter 11 Plan, dated December 29, 2015 [D.I. 766] (as may be amended from time to time, the "Plan").

**WHEREAS**, the Company is a debtor and debtor in possession under title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. and filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on June 9, 2015, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Case No. 15-11247 (MFW), the "Bankruptcy Case");

**WHEREAS**, the Company is seeking to (i) confirm the Plan on or around January 27, 2016 and (ii) effectuate the Plan on or around January 29, 2016; and

**WHEREAS**, In accordance with the Plan, the Company shall fund the Professional Fees Professional Fees Escrow Account in the amount of [\$6,189,547.85]<sup>1</sup> on or before the Effective Date (the "Professional Fees Payment Amount"); and

**WHEREAS**, the Company desires to establish a Professional Fees Escrow Account with the Escrow Agent for the purposes of holding the Professional Fees Payment Amount it receives pursuant to the Plan, and the Escrow Agent is willing to serve as escrow agent in accordance with and subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

### **Section 1. Professional Fees Payment Amount of Escrow Funds or Property.**

The Company hereby establishes a Professional Fees Escrow Account with the Escrow Agent, which shall be a separate, segregated account (the "Professional Fees Escrow Account") to receive, hold and distribute in immediately available funds the Professional Fees Payment Amount remitted in accordance with the Plan. The Company will wire its Professional Fees Payment Amount into the Professional Fees Escrow Account in immediately available funds (collectively, the "Escrow Property"). The Escrow Property shall be deposited into the

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<sup>1</sup> [Subject to increase per the Plan, including if opinion work requested and subject to decrease for any amounts paid directly through funds flow of Allowed Professional Fees on the Effective Date.]

Professional Fees Escrow Account and disbursed by the Company in accordance with the provisions of this Agreement and the Plan.

**Section 2. Claims and Payment; Release from Escrow.**

(a) Disbursements of Funds. Through delivery of written instructions by the Company executed by an Authorized Representative (as defined below) to the Escrow Agent, which shall be in form and substance satisfactory to the Escrow Agent, the Company shall be entitled to make disbursements from the Professional Fees Escrow Account as contemplated by this Agreement and the Plan. On the Effective Date, or within ten (10) days of their allowance for Professional Claims not Allowed as of the Effective Date (or authorized to be paid pursuant to any interim compensation order entered by the Bankruptcy Court), the Company shall disburse Cash from the Professional Fee Escrow Account to pay Professional Claims in the amount Allowed by the Bankruptcy Court (or authorized to be paid pursuant to any interim compensation order entered by the Bankruptcy Court), but not to exceed the applicable Professional Fee Payment Amount *less* any amounts paid on account of Professional Claims prior to the Effective Date as set forth on Exhibit C. The Professional Fees Escrow Account has been established in trust for the Professionals. No funds in the Professional Fees Escrow Account shall be property of the Estates or the Company and shall not be subject to any Lien. Funds remaining, if any, in the Professional Fees Escrow Account after all Allowed Professional Claims have been paid (subject to the Professional Fee Payment Amount) will be turned over to the Company. Only the Professionals identified on Exhibit C shall be entitled to funds in the Professional Fees Escrow Account and then only to the extent set forth in Exhibit C.

(b) The Company represents, and shall represent upon disbursement of any Escrow Property, that any such disbursements from the Professional Fees Escrow Account shall comply in all material respects with this Agreement and the Plan. Notwithstanding the foregoing or anything to the contrary herein set forth, the Escrow Agent shall have no responsibility, duty or obligation of any type or kind, whether express or implied, to investigate, analyze, inquire, verify, confirm or determine whether any disbursement made from the Professional Fees Escrow Account conforms with the terms and conditions of the Plan, and the Escrow Agent shall have no liability for any failure by the Company to comply with any applicable provisions of the Plan.

(c) Absent written direction from the Company pursuant to Section 2(a), the Escrow Agent shall release any Professional Fees Payment Amount as directed by a certified final order of the Bankruptcy Court. The Escrow Agent shall receive and may conclusively rely upon the representation of counsel from the representing party to the effect that such order is final, non-appealable and from the Bankruptcy Court.

(d) Tax Reporting; Tax Withholding. The Company shall be responsible for determining and complying with all applicable federal, state and local laws (including, without limitation, the requirements of the IRS) with respect to each and every disbursement, and the reporting and withholding relating to any and all disbursements made from the Professional Fees Escrow Account.

(e) Security Procedure. In the event the Company seeks to make a disbursement in accordance with the provisions of this Section 2, the Escrow Agent may seek confirmation of the

disbursement request by telephone call-back to any of the persons designated on Exhibit A hereto (the "Authorized Representatives"), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The name, telephone number and specimen signature for each such Authorized Representative, initially authorized, is set forth on Exhibit A. The persons and telephone numbers for call-backs may be changed only in a writing by the Company actually received and acknowledged by the Escrow Agent. The parties to this Agreement acknowledge that these security procedures are commercially reasonable.

(f) Termination of Agreement. This Agreement may be terminated by either of the parties hereto effective upon delivery of written notice of such termination to the other party, and additionally shall terminate automatically at such time as all of the Escrow Property in the Professional Fees Escrow Account has been disbursed. Upon the termination of this Agreement, the limited duties of the Escrow Agent expressly set forth in this Agreement shall terminate; provided, however, that all provisions concerning the limitation of liability and indemnification of the Escrow Agent shall survive any termination or assignment of this Agreement.

### **Section 3.     Concerning the Escrow Agent.**

(a) The Company acknowledges and agrees that the Escrow Agent (i) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, each of which is ministerial (and shall not be construed to be fiduciary) in nature, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Escrow Agent nor shall it be deemed to have knowledge of the contents of any other agreement or order, including without limit the Plan, (ii) shall not be obligated to take any legal or other action not otherwise required hereunder which might in its judgment involve or cause it to incur any expense or liability unless it shall have been furnished with acceptable indemnification, (iii) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility or duty to make inquiry as to or to determine the genuineness, accuracy or validity thereof (or any signature appearing thereon), or of the authority of the person signing or presenting the same, and (iv) may consult counsel satisfactory to it, including in-house counsel, and the opinion or advice of such counsel in any instance shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion or advice of such counsel, except to the extent that a court of competent jurisdiction determines that the fraud, gross negligence or willful misconduct on the part of the Escrow Agent or that of its employees, officers, directors, consultants, agents or other representatives ("Agent Fault Behavior") caused any loss to Company.

(b) The Escrow Agent shall not be liable to anyone for any action taken or omitted to be taken by it hereunder; provided, however, nothing herein shall be deemed to limit or relieve Escrow Agent's liability arising out of any Agent Fault Behavior. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damage or loss (including but not

limited to lost profits) whatsoever, even if the Escrow Agent has been informed of the likelihood of such loss or damage and regardless of the form of action.

(c) Notwithstanding any term appearing in this Agreement to the contrary, in no instance shall the Escrow Agent be required or obligated to distribute any Escrow Property (or take other action that may be called for hereunder to be taken by the Escrow Agent) sooner than two (2) business days after (i) it has received the applicable documents required under this Agreement in good form, or (ii) passage of the applicable time period (or both, as applicable under the terms of this Agreement), as the case may be.

(d) In the event that any of the Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent shall give prompt written notice to the Company, and the Professionals identified on the attached Exhibit C, thereof, and is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders, judgments and decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it. The Escrow Agent shall not be liable to the Company or to any other person, firm or corporation, by reason of such compliance notwithstanding such order, judgment or decree subsequently being reversed, modified, annulled, set aside or vacated; provided, however, that the Escrow Agent will cooperate as reasonably requested by the Company in seeking the return of any monies released pursuant to such order, judgment or decree.

(e) The Escrow Agent shall not be deemed to be, an agent, a representative, or a fiduciary of the Company.

(f) The Escrow Agent does not have any ownership interest in the Professional Fees Escrow Account or the Escrow Property.

(g) Unless and except to the extent otherwise expressly set forth herein, all Professional Fees Payment Amounts and payments hereunder, or pursuant to the terms hereof (including without limitation all payments to the Escrow Agent pursuant to Section 4 below) shall be in U.S. dollars.

This Section shall survive notwithstanding any termination of this Agreement.

#### **Section 4. Compensation, Expense Reimbursement and Indemnification.**

(a) The Company agrees (i) to pay or reimburse the Escrow Agent for its reasonable attorney's fees and expenses incurred by it which the Escrow Agent may find reasonably necessary to engage in the performance of its duties and obligations hereunder, or the enforcement thereof, and (ii) to pay the Escrow Agent's compensation for its normal services hereunder in accordance with the fee schedule attached hereto as Exhibit B and made a part hereof.

(b) The Company agrees to reimburse the Escrow Agent on demand for all reasonable costs and expenses incurred by it which it may find reasonably necessary in connection with the administration of this Agreement or the escrow created hereby or the

performance or observance of its duties hereunder which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder.

(c) From and at all times after the date of this Agreement, the Company shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Escrow Agent and each director, officer, employee, attorney, agent and affiliate of the Escrow Agent against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation the Company, whether threatened or initiated, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, except in all events to the extent the same results from Agent Fault Behavior. The obligations of the Company under this section shall survive any termination of this Agreement and the resignation or removal of the Escrow Agent.

(d) The Company and the Escrow Agent acknowledge and agree that the funds in the Professional Fees Escrow Account are to be used solely as set forth in Section (2)(a) and for no other purpose.

## **Section 5. Resignation.**

The Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days prior written notice to the Company and the Professionals specifying a date when such resignation shall take effect. Upon any such notice of resignation, the Company shall, with the consent of the Professionals, appoint a successor escrow agent hereunder prior to the effective date of such resignation. If the Company fails to appoint a successor escrow agent prior to the effective date of such resignation, the Escrow Agent shall have the right to petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses (including without limitation attorneys' fees) related to such petition shall be paid by the Company. The retiring Escrow Agent shall transmit all records pertaining to the Professional Fees Escrow Account and pay all of the Escrow Property in Professional Fees Escrow Account to the successor escrow agent, after making copies of such records as the retiring Escrow Agent deems advisable and after payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder, but excluding any of the foregoing to the extent attributable to Agent Fault Behavior. After any retiring Escrow Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Agreement without further act.

**Section 6. Dispute Resolution.**

It is understood and agreed that, should any dispute arise with respect to the delivery, ownership, right of possession, and/or disposition of the Escrow Property, or should any claim be made upon the Escrow Agent or the Escrow Property by a third party, the Escrow Agent upon receipt of notice of such dispute or claim is authorized and shall be entitled (at its sole option and election) to retain in its possession without liability to anyone, all or any of said Escrow Property until such dispute shall have been settled either by the mutual written agreement of the parties involved or by a final order, decree or judgment of the Bankruptcy Court, the time for perfection of an appeal of such order, decree or judgment having expired. The Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Escrow Property. The Escrow Agent shall be entitled to receive (from and at the expense of the claiming party) an opinion of counsel to the effect that any order, judgment or decree is final and not subject to appeal. The Escrow Agent shall have the option, after thirty (30) calendar days' notice to the Company and the Professionals of its intention to do so, to file an action in interpleader requiring the Company hereto to answer and litigate any claims and rights among themselves.

**Section 7. Governing Law; Consent to Jurisdiction and Service; Waiver of Jury Trial.**

This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles thereof. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Escrow Agreement, the parties hereto agree that the Bankruptcy Court shall have the sole and exclusive jurisdiction over any such proceeding. If the Bankruptcy Court lacks federal subject matter jurisdiction, the parties agree that the District Court shall have sole and exclusive jurisdiction. The Bankruptcy Court or the District Court, as the case may be, shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of either of the courts specified herein and agree to accept service of process to vest personal jurisdiction over them in any of these courts. **EACH PARTY HEREBY 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 THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

**Section 8. Force Majeure.**

The Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

**Section 9.**     **Notices; Wiring Instructions.**

(a)     Notice Addresses. Any notice permitted or required hereunder shall be in writing, and shall be sent (i) by personal delivery or overnight delivery by a recognized courier or delivery service, (ii) by registered or certified mail, return receipt requested, postage prepaid, (iii) by confirmed facsimile, or (iv) by e-mail (with .pdf attachment) and, if so requested by the Escrow Agent, accompanied by mailing of the original on the same day by first class mail, postage prepaid, in each case the parties at their address set forth below (or to such other address as any such party may hereafter designate by written notice to the other parties). Notwithstanding anything herein to the contrary, no notice to the Escrow Agent shall be deemed given until actually received by the Escrow Agent. All such notices, requests, demands, letters, waivers and other communications shall be deemed to have been received (i) if by personal delivery or by e-mail (with .pdf attachment), on the day of such delivery, (ii) if by certified or registered mail, on the fifth business day after the mailing thereof, (iii) if by next-day or overnight mail or delivery, on the next business day following such delivery and (iv) if by fax, on written or other electronic confirmation of receipt, provided that a copy is also sent by certified or registered mail.

If to Company at:

Boomerang Tube, LLC

Attn. Jason Roberts

Chief Financial Officer

14567 North Outer Forty, Suite 500

Chesterfield, MO 63017

Email: [jason.roberts@boomerangtube.com](mailto:jason.roberts@boomerangtube.com)

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP

Attn. John Lyons

155 N. Wacker Drive

Chicago, Illinois 60606-1720

T: 312.407.0860

F: 312.407.8532

[john.lyons@skadden.com](mailto:john.lyons@skadden.com)

If to the Escrow Agent at:

U.S. Bank National Association, as Escrow Agent  
100 Wall Street, 16<sup>th</sup> floor  
New York, NY 10005  
Attn: Christopher Grell  
Vice President, Global Corporate Trust Services, New York  
Facsimile: 212-809-4993

with a copy (which shall not constitute notice  
to Escrow Agent) to:

Moritt Hock & Hamroff LLP  
400 Garden City Plaza  
Garden City, NY 11530  
Facsimile: (516) 873-2010  
Email: bgarver@moritthock.com  
Attention: Brett P. Garver, Esq.

with a copy to the Professionals as set forth  
below:

Young Conaway Stargatt & Taylor, LLP  
Attn. Robert Brady and Sean Beach  
1000 North King Street  
Wilmington, DE 19801  
Email: [rbrady@ycst.com](mailto:rbrady@ycst.com) and  
[sbeach@ycst.com](mailto:sbeach@ycst.com)

Zolfo Cooper  
Attn. Kevin Nystrom  
Grace Building  
1114 Avenue of the Americas, 41st Floor,  
New York, NY 10036  
Email: [knystrom@zolfocooper.com](mailto:knystrom@zolfocooper.com)

Debevoise Plimpton  
Attn. My Chi to  
919 Third Avenue  
New York, NY 10022  
Email: [mcto@debevoise.com](mailto:mcto@debevoise.com)

Lazard Frères & Co. LLC  
Attn. Timothy Pohl  
190 South LaSalle Street  
31st Floor  
Chicago IL 60603

[tim.pohl@lazard.com](mailto:tim.pohl@lazard.com)

Brown Rudnick  
Attn. Steven Pohl  
One Financial Center  
Boston, MA 02111  
[spohl@brownrudnick.com](mailto:spohl@brownrudnick.com)

Alvarez & Marsal  
Attn: Richard Newman  
55 West Monroe  
Suite 4000  
Chicago, IL 60603  
Email: [rnewman@alvarezandmarsal.com](mailto:rnewman@alvarezandmarsal.com)

Morris Nichols Arsht & Tunnell LLP  
Attn: Curtis Miller  
P.O. Box 1347  
1201 N. Market St.  
Wilmington, DE 19899-1347  
Email: [cmiller@mnat.com](mailto:cmiller@mnat.com)

(b) Wiring Instructions. All Professional Fees Payment Amounts to be deposited into the Professional Fees Escrow Account, and other funds to be paid to the Escrow Agent hereunder, shall be sent by wire transfer pursuant to the following instructions (or by such method of payment and pursuant to such instruction as may have been given in advance and in writing by the Escrow Agent, as the case may be, in accordance with Section 9(a) above):

**If to Escrow Agent:**

[ADD]

**Section 10. Miscellaneous.**

(a) Binding Effect; Successors. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors and assigns. If the Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another entity or corporation, the successor entity or corporation without any further act shall be the successor Escrow Agent.

(b) Modifications. This Agreement may not be altered or modified without the express written consent of the parties hereto. No course of conduct shall constitute a waiver of any of the terms and conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion. Notwithstanding any

other provision hereof, consent to an alteration or modification of this Agreement may not be signed by means of an e-mail address.

(c) Reproduction of Documents. This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, and (b) certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, optical disk, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

(d) Counterparts and Facsimile or .PDF Execution. This Agreement may be executed in several counterparts, each of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or .pdf shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or .pdf shall be deemed to be their original signatures for all purposes

(e) Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent requires documentation to verify its formation and existence as a legal entity. The Escrow Agent may ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Company and Purchaser acknowledge that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and Company agrees to provide any additional information requested by the Escrow Agent in connection with the Act or any similar legislation or regulation to which the Escrow Agent is subject, in a timely manner.

(f) No Third Party Beneficiaries; Qualified Bidders Not Parties. While the Professionals are the sole beneficiaries of the Professional Fee Payment Amount, the terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person. This Agreement is for the sole and exclusive use of Escrow Agent and the Company and may not be enforced, nor relied upon, by any Person other than Escrow Agent and the Company. Any recourse for the Professionals with respect to the Professional Fees Payment Amounts shall be solely against the Company through the Bankruptcy Court.

[Remainder of Page Left Intentionally Blank]

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed and delivered in its name and on its behalf as of the date first above written.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION, as Escrow  
Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**INCUMBENCY CERTIFICATE OF AUTHORIZED REPRESENTATIVES**

Each of the following person(s) is an Authorized Representative authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Company's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Tel No

For confirmation of funds transfer instructions by telephone call-back:

**EXHIBIT B**

**ESCROW AGENT FEES**

See Annexed

**EXHIBIT C**

*Professionals Entitled to Professional Fee Payment Amount:*<sup>2</sup>

1. \$3,890,367.52 shall be allocated for the sole benefit of Debevoise & Plimpton LLP, Young Conaway Stargatt & Taylor, LLP, and Zolfo Cooper Management LLC and Kevin Nystrom, as agreed among the foregoing Professionals.
2. \$454,221.03 shall be allocated for the sole benefit of Lazard Frères & Co. LLC.
3. \$1,844,959.30 shall be allocated for the sole benefit of Alvarez & Marsal North America, LLC, Brown Rudnick LLP, and Morris, Nichols, Arsht & Tunnell LLP, which shall be allocated pro rata among the foregoing Professionals.

---

<sup>2</sup> [NTD – Subject to increase per Plan, including for any requested opinion work or decrease for Allowed amounts paid through flow of funds on the Effective Date]

**EXHIBIT G**

GUC Consideration Escrow Account Agreement  
(Exhibit 23 to Plan Supplement)

## **ESCROW AGREEMENT**

This **ESCROW AGREEMENT** (this "Agreement") is made and entered into as of January \_\_, 2016, by and between Boomerang Tube, LLC, a Delaware limited liability company ("Company"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Escrow Agent"), solely in its capacity as escrow agent. Solely for the convenience of the Company, and without charging Escrow Agent with knowledge thereof, all capitalized terms that are not otherwise defined in this Agreement shall have the meanings given to such terms in the Debtors' Second Amended Joint Chapter 11 Plan, dated December 29, 2015 [D.I. 766] (as may be amended from time to time, the "Plan").

**WHEREAS**, the Company is a debtor and debtor in possession under title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. and filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on June 9, 2015, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Case No. 15-11247 (MFW), the "Bankruptcy Case");

**WHEREAS**, the Company is seeking to (i) confirm the Plan on or around January 27, 2016 and (ii) effectuate the Plan on or around January 29, 2016; and

**WHEREAS**, in accordance with the Plan, the Company shall fund the GUC Consideration Escrow Account in the amount of \$2,250,000 on or before the Effective Date (the "GUC Consideration"); and

**WHEREAS**, the Company desires to establish a GUC Consideration Escrow Account with the Escrow Agent for the purposes of holding the GUC Consideration it receives pursuant to the Plan, and the Escrow Agent is willing to serve as escrow agent in accordance with and subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

### **Section 1.      Payment of Escrow Funds or Property.**

The Company hereby establishes a GUC Consideration Escrow Account with the Escrow Agent, which shall be a separate, segregated account (the "GUC Consideration Escrow Account") to receive, hold and distribute in immediately available funds the GUC Consideration remitted in accordance with the Plan. The Company will wire its GUC Consideration into the GUC Consideration Escrow Account in immediately available funds (collectively, the "Escrow Property"). The Escrow Property shall be deposited into the GUC Consideration Escrow Account and disbursed by the Company in accordance with the provisions of this Agreement and the Plan.

### **Section 2.      Claims and Payment; Release from Escrow.**

(a) Disbursements of Funds. Through delivery of written instructions by the Company executed by an Authorized Representative (as defined below) to the Escrow Agent,

which shall be in form and substance satisfactory to the Escrow Agent, the Company shall be entitled to make disbursements from the GUC Consideration Escrow Account as contemplated by this Agreement and the Plan. Each holder of an Allowed General Unsecured Claim shall receive its pro rata share of the GUC Consideration through a disbursing agent chosen at the sole discretion of the Company, which may be the Escrow Agent, the Company or another qualified entity. The GUC Consideration Escrow Account has been established on or prior to the Effective Date for purposes of holding the GUC Consideration, which account and the funds therein shall be maintained exclusively for the benefit of holders of Allowed Class 6 General Unsecured Claims that are entitled to a distribution under the Plan and shall not constitute property of the Reorganized Debtors. For the avoidance of doubt, no funds in the GUC Consideration Escrow Account (or any Disputed Claims Reserve funded from the GUC Consideration) shall be property of the Estates, the Company or the Reorganized Debtors, or subject to any Lien, upon the occurrence of the Effective Date, and such funds shall be distributed to the holders of Allowed General Unsecured Claims in accordance with the provisions of the Plan.

(b) The Company represents, and shall represent upon disbursement of any Escrow Property, that any such disbursements from the GUC Consideration Escrow Account shall comply in all material respects with this Agreement and the Plan. Notwithstanding the foregoing or anything to the contrary herein set forth, the Escrow Agent shall have no responsibility, duty or obligation of any type or kind, whether express or implied, to investigate, analyze, inquire, verify, confirm or determine whether any disbursement made from the GUC Consideration Escrow Account conforms with the terms and conditions of the Plan, and the Escrow Agent shall have no liability for any failure by the Company to comply with any applicable provisions of the Plan.

(c) Absent written direction from the Company pursuant to Section 2(a), the Escrow Agent shall release any GUC Consideration as directed by a certified final order of the Bankruptcy Court. The Escrow Agent shall receive and may conclusively rely upon a representation of counsel from the representing party to the effect that such order is final, non-appealable and from the Bankruptcy Court.

(d) Tax Reporting; Tax Withholding. The Company shall be responsible for determining and complying with all applicable federal, state and local laws (including, without limitation, the requirements of the IRS) with respect to each and every disbursement, and the reporting and withholding relating to any and all disbursements made from the GUC Consideration Escrow Account.

(e) Security Procedure. In the event the Company seeks to make a disbursement in accordance with the provisions of this Section 2, the Escrow Agent may seek confirmation of the disbursement request by telephone call-back to any of the persons designated on Exhibit A hereto (the "Authorized Representatives"), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The name, telephone number and specimen signature for each such Authorized Representative, initially authorized, is set forth on Exhibit A. The persons and telephone numbers for call-backs may be changed only in a writing by the Company actually received and acknowledged by the Escrow

Agent. The parties to this Agreement acknowledge that these security procedures are commercially reasonable.

(f) Termination of Agreement. This Agreement may be terminated by either of the parties hereto effective upon delivery of written notice of such termination to the other party, and additionally shall terminate automatically at such time as all of the Escrow Property in the GUC Consideration Escrow Account has been disbursed. Upon the termination of this Agreement, the limited duties of the Escrow Agent expressly set forth in this Agreement shall terminate; provided, however, that all provisions concerning the limitation of liability and indemnification of the Escrow Agent shall survive any termination or assignment of this Agreement.

### **Section 3. Concerning the Escrow Agent.**

(a) The Company acknowledges and agrees that the Escrow Agent (i) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, each of which is ministerial (and shall not be construed to be fiduciary) in nature, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Escrow Agent nor shall it be deemed to have knowledge of the contents of any other agreement or order, including without limit the Plan, (ii) shall not be obligated to take any legal or other action not otherwise required hereunder which might in its judgment involve or cause it to incur any expense or liability unless it shall have been furnished with acceptable indemnification, (iii) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility or duty to make inquiry as to or to determine the genuineness, accuracy or validity thereof (or any signature appearing thereon), or of the authority of the person signing or presenting the same, and (iv) may consult counsel satisfactory to it, including in-house counsel, and the opinion or advice of such counsel in any instance shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion or advice of such counsel, except to the extent that a court of competent jurisdiction determines that the fraud, gross negligence or willful misconduct on the part of the Escrow Agent or that of its employees, officers, directors, consultants, agents or other representatives ("Agent Fault Behavior") caused any loss to Company.

(b) The Escrow Agent shall not be liable to anyone for any action taken or omitted to be taken by it hereunder; provided, however, nothing herein shall be deemed to limit or relieve Escrow Agent's liability arising out of any Agent Fault Behavior. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Escrow Agent has been informed of the likelihood of such loss or damage and regardless of the form of action.

(c) Notwithstanding any term appearing in this Agreement to the contrary, in no instance shall the Escrow Agent be required or obligated to distribute any Escrow Property (or take other action that may be called for hereunder to be taken by the Escrow Agent) sooner than

two (2) business days after (i) it has received the applicable documents required under this Agreement in good form, or (ii) passage of the applicable time period (or both, as applicable under the terms of this Agreement), as the case may be.

(d) In the event that any of the Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent shall give prompt written notice to the Company thereof, and is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders, judgments and decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it. The Escrow Agent shall not be liable to the Company or to any other person, firm or corporation, by reason of such compliance notwithstanding such order, judgment or decree subsequently being reversed, modified, annulled, set aside or vacated; provided, however, that the Escrow Agent will cooperate as reasonably requested by the Company in seeking the return of any monies released pursuant to such order, judgment or decree.

(e) The Escrow Agent shall not be deemed to be, an agent, a representative, or a fiduciary of the Company.

(f) The Escrow Agent does not have any ownership interest in the GUC Consideration Escrow Account or the Escrow Property.

(g) Unless and except to the extent otherwise expressly set forth herein, all GUC Considerations and payments hereunder, or pursuant to the terms hereof (including without limitation all payments to the Escrow Agent pursuant to Section 4 below) shall be in U.S. dollars.

This Section shall survive notwithstanding any termination of this Agreement.

#### **Section 4. Compensation, Expense Reimbursement and Indemnification.**

(a) The Company agrees (i) to pay or reimburse the Escrow Agent for its reasonable attorney's fees and expenses incurred by it which the Escrow Agent may find reasonably necessary to engage in the performance of its duties and obligations hereunder, or the enforcement thereof, and (ii) to pay the Escrow Agent's compensation for its normal services hereunder in accordance with the fee schedule attached hereto as Exhibit B and made a part hereof.

(b) The Company agrees to reimburse the Escrow Agent on demand for all reasonable costs and expenses incurred by it which it may find reasonably necessary in connection with the administration of this Agreement or the escrow created hereby or the performance or observance of its duties hereunder which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder.

(c) From and at all times after the date of this Agreement, the Company shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Escrow Agent and each

director, officer, employee, attorney, agent and affiliate of the Escrow Agent against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation the Company, whether threatened or initiated, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, except in all events to the extent the same results from Agent Fault Behavior. The obligations of the Company under this section shall survive any termination of this Agreement and the resignation or removal of the Escrow Agent.

(d) The Company, including the Reorganized Debtor, and the Escrow Agent acknowledge and agree that the funds in the GUC Consideration Escrow Account are to be used solely as set forth in Section (2)(a) and for no other purpose.

### **Section 5. Resignation.**

The Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days prior written notice to the Company specifying a date when such resignation shall take effect. Upon any such notice of resignation, the Company shall appoint a successor escrow agent hereunder prior to the effective date of such resignation. If the Company fails to appoint a successor escrow agent prior to the effective date of such resignation, the Escrow Agent shall have the right to petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses (including without limitation attorneys' fees) related to such petition shall be paid by the Company. The retiring Escrow Agent shall transmit all records pertaining to the GUC Consideration Escrow Account and pay all of the Escrow Property in GUC Consideration Escrow Account to the successor escrow agent, after making copies of such records as the retiring Escrow Agent deems advisable and after payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder, but excluding any of the foregoing to the extent attributable to Agent Fault Behavior. After any retiring Escrow Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Agreement without further act.

### **Section 6. Dispute Resolution.**

It is understood and agreed that, should any dispute arise with respect to the delivery, ownership, right of possession, and/or disposition of the Escrow Property, or should any claim be made upon the Escrow Agent or the Escrow Property by a third party, the Escrow Agent upon receipt of notice of such dispute or claim is authorized and shall be entitled (at its sole option and election) to retain in its possession without liability to anyone, all or any of said Escrow Property

until such dispute shall have been settled either by the mutual written agreement of the parties involved or by a final order, decree or judgment of the Bankruptcy Court, the time for perfection of an appeal of such order, decree or judgment having expired. The Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Escrow Property. The Escrow Agent shall be entitled to receive (from and at the expense of the claiming party) an opinion of counsel to the effect that any order, judgment or decree is final and not subject to appeal. The Escrow Agent shall have the option, after thirty (30) calendar days' notice to the Company of its intention to do so, to file an action in interpleader requiring the Company hereto to answer and litigate any claims and rights among themselves.

**Section 7. Governing Law; Consent to Jurisdiction and Service; Waiver of Jury Trial.**

This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles thereof. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Escrow Agreement, the parties hereto agree that the Bankruptcy Court shall have the sole and exclusive jurisdiction over any such proceeding. If the Bankruptcy Court lacks federal subject matter jurisdiction, the parties agree that the District Court shall have sole and exclusive jurisdiction. The Bankruptcy Court or the District Court, as the case may be, shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of either of the courts specified herein and agree to accept service of process to vest personal jurisdiction over them in any of these courts. **EACH PARTY HEREBY 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 THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

**Section 8. Force Majeure.**

The Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

**Section 9. Notices; Wiring Instructions.**

(a) Notice Addresses. Any notice permitted or required hereunder shall be in writing, and shall be sent (i) by personal delivery or overnight delivery by a recognized courier or delivery service, (ii) by registered or certified mail, return receipt requested, postage prepaid, (iii) by confirmed facsimile, or (iv) by e-mail (with .pdf attachment) and, if so requested by the Escrow Agent, accompanied by mailing of the original on the same day by first class mail, postage prepaid, in each case the parties at their address set forth below (or to such other address as any such party may hereafter designate by written notice to the other parties). Notwithstanding anything herein to the contrary, no notice to the Escrow Agent shall be deemed given until actually received by the Escrow Agent. All such notices, requests, demands, letters, waivers and other communications shall be deemed to have been received (i) if by personal delivery or by e-mail (with .pdf attachment), on the day of such delivery, (ii) if by certified or registered mail, on the fifth business day after the mailing thereof, (iii) if by next-day or overnight mail or delivery, on the next business day following such delivery and (iv) if by fax, on written or other electronic confirmation of receipt, provided that a copy is also sent by certified or registered mail.

If to Company at:

Boomerang Tube, LLC

Attn. Jason Roberts

Chief Financial Officer

14567 North Outer Forty, Suite 500

Chesterfield, MO 63017

Email: [jason.roberts@boomerangtube.com](mailto:jason.roberts@boomerangtube.com)

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP

Attn. John Lyons

155 N. Wacker Drive

Chicago, Illinois 60606-1720

T: 312.407.0860

F: 312.407.8532

[john.lyons@skadden.com](mailto:john.lyons@skadden.com)

If to the Escrow Agent at:

U.S. Bank National Association, as Escrow Agent

100 Wall Street, 16<sup>th</sup> floor

New York, NY 10005

Attn: Christopher Grell

Vice President, Global Corporate Trust Services, New York

Facsimile: 212-809-4993

with a copy (which shall not constitute notice to Escrow Agent) to:

Moritt Hock & Hamroff LLP  
400 Garden City Plaza  
Garden City, NY 11530  
Facsimile: (516) 873-2010  
Email: bgarver@moritthock.com  
Attention: Brett P. Garver, Esq.

(b) Wiring Instructions. All GUC Considerations to be deposited into the GUC Consideration Escrow Account, and other funds to be paid to the Escrow Agent hereunder, shall be sent by wire transfer pursuant to the following instructions (or by such method of payment and pursuant to such instruction as may have been given in advance and in writing by the Escrow Agent, as the case may be, in accordance with Section 9(a) above):

**If to Escrow Agent:**

[ADD]

**Section 10. Miscellaneous.**

(a) Binding Effect; Successors. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors and assigns. If the Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another entity or corporation, the successor entity or corporation without any further act shall be the successor Escrow Agent.

(b) Modifications. This Agreement may not be altered or modified without the express written consent of the parties hereto. No course of conduct shall constitute a waiver of any of the terms and conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion. Notwithstanding any other provision hereof, consent to an alteration or modification of this Agreement may not be signed by means of an e-mail address.

(c) Reproduction of Documents. This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, and (b) certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, optical disk, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in

the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

(d) Counterparts and Facsimile or .PDF Execution. This Agreement may be executed in several counterparts, each of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or .pdf shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or .pdf shall be deemed to be their original signatures for all purposes

(e) Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent requires documentation to verify its formation and existence as a legal entity. The Escrow Agent may ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Company and Purchaser acknowledge that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the “Act”), and Company agrees to provide any additional information requested by the Escrow Agent in connection with the Act or any similar legislation or regulation to which the Escrow Agent is subject, in a timely manner.

(f) No Third Party Beneficiaries; Qualified Bidders Not Parties. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person. This Agreement is for the sole and exclusive use of Escrow Agent and the Company and may not be enforced, nor relied upon, by any Person other than Escrow Agent and the Company. Any recourse for the creditors with respect to the GUC Considerations shall be solely against the Company through the Bankruptcy Court.

(g) Ombudsman Appointed Per Plan. Notwithstanding anything contained herein to the contrary, nothing herein shall impair the rights and duties of the Ombudsman as set forth in the Plan and Plan Supplement.

[Remainder of Page Left Intentionally Blank]

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed and delivered in its name and on its behalf as of the date first above written.

By: \_\_\_\_\_  
Name:

**U.S. BANK NATIONAL ASSOCIATION, as Escrow  
Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**INCUMBENCY CERTIFICATE OF AUTHORIZED REPRESENTATIVES**

Each of the following person(s) is an Authorized Representative authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Company's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Tel No

For confirmation of funds transfer instructions by telephone call-back:

**EXHIBIT B**

**ESCROW AGENT FEES**

See Annexed

**EXHIBIT H**

Blackline of *Amended* Duties of Ombudsman  
(Exhibit 21 to Plan Supplement)

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## BOOMERANG TUBE, LLC OMBUDSMAN PLAN SUPPLEMENT

This Boomerang Tube, LLC Ombudsman Plan Supplement (the “**Supplement**”) supplements that certain Debtors’ Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code dated December 29, 2015 (as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions thereof, the “**Plan**”). The Plan provides for the appointment of an Ombudsman. This Supplement further sets forth the rights, duties and powers of the Ombudsman.

### ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Plan.

### ARTICLE II APPOINTMENT

Section 2.1 Appointment of Ombudsman. The Ombudsman is appointed as of the Effective Date to perform in a commercially reasonable manner the duties and obligations of the Ombudsman set forth in the Plan, the Confirmation Order, and this Supplement. The Ombudsman shall have the rights, powers, and duties set forth in the Plan, the Confirmation Order, and this Supplement.

Section 2.2 No Fiduciary Obligations. Notwithstanding anything to the contrary in this Supplement, any fiduciary duty imposed under law (including the duty of loyalty and the duty of care) on the Ombudsman shall be defined, limited and eliminated pursuant to this Supplement to the fullest extent permitted by law. For the avoidance of doubt, the Ombudsman has no fiduciary obligations to any individual or entity, including holders of Claims. Additionally, the Ombudsman is not an officer, director, agent, or fiduciary of the Reorganized Debtor.

### ARTICLE III POWERS, RIGHTS, AND DUTIES OF THE OMBUDSMAN AND THE REORGANIZED DEBTORS

Section 3.1 Duties of **Ombudsman** the Ombudsman. The Ombudsman shall have the following specific duties in addition to any duties conferred upon the Ombudsman by any other section or provision of this Supplement, the Plan or the Confirmation Order: *provided, however*, that the enumeration of the following duties shall not be considered in any way to limit or control the duties of the Ombudsman to act as specifically required by any other section or provision of the Plan, the Confirmation Order, this Supplement or by any other order of the Bankruptcy Court, *provided, further, however*, the Ombudsman shall have no obligation to perform the duties set forth in the Plan, the Confirmation Order, this Supplement or any other order of the Bankruptcy Court in the event performing such duties would, in the judgment of the Ombudsman, cause the

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Ombudsman to incur fees and expenses that exceed the Fee Cap set forth in Section 4.2(c) hereof:

~~The Ombudsman will be Alvarez & Marsal North America, LLC, through Rich Newman. The Ombudsman shall be compensated by the Reorganized Debtors on an hourly basis plus expenses, subject to a cap on fees and expenses of \$50,000, and Mr. Newman's rate is \$550.00 per hour.~~

**~~NOTE: The Creditors Committee has indicated that it has not consented to the following description of the duties of the Ombudsman and has proposed additional terms, which the Debtors, Creditors Committee and Term Loan Lenders are discussing.~~**

~~The Ombudsman shall have the following duties, as set forth in Section 7.5 of the Plan:~~

(a) monitor the prosecution and resolution of Disputed General Unsecured Claims;

(b) monitor and resolve any disputes concerning Distributions to holders of Allowed General Unsecured Claims including as to the timing of any Initial Distribution Date or subsequent Distribution Date solely with respect to General Unsecured Claims;

(c) consent to any alternative treatment provided to holders of Class 6 Claims; and

(d) pursue remedies ~~efor~~ other protections to ensure the provisions of ~~ARTICLES~~Articles VI and VII of the Plan and the treatment afforded to holders of Allowed General Unsecured Claims are adhered to, ~~as may be appropriate.~~including by seeking relief from the Bankruptcy Court.

Section 3.2 No Other Duties. Other than the duties and obligations of the Ombudsman specifically set forth in this Supplement, the Plan, or the Confirmation Order, the Ombudsman shall have no duties or obligations of any kind or nature with respect to its appointment as such.

Section 3.3 Duties of the Reorganized Debtors. The Reorganized Debtors shall have the following specific duties in addition to any duties conferred upon the Reorganized Debtors by any other section or provision of the Plan or the Confirmation Order; provided, however, that the enumeration of the following duties shall not be considered in any way to limit or control the duties of the Reorganized Debtors to act as specifically required by any other section or provision of the Plan, the Confirmation Order, or by any other order of the Bankruptcy Court:

(a) upon request of the Ombudsman, discuss the ongoing efforts with respect to resolution of, and distributions on account of, General Unsecured Claims;

(b) upon reasonable request, provide to the Ombudsman copies of any supporting documentation, correspondence and/or agreements relating to any objection to a

(b)

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General Unsecured Claim filed by the Reorganized Debtors and provide to the Ombudsman reasonable access to employees of the Reorganized Debtors knowledgeable of any such objection to a Disputed General Unsecured Claim and the underlying dispute between the holder of the Disputed General Unsecured Claim and the Reorganized Debtors;

(c) notify the Ombudsman of the resolution or settlement of any objection to any General Unsecured Claim with a face amount equal to or greater than \$250,000 no later than two (2) Business Days prior to the entry into any such settlement or filing of any notice of such resolution or settlement; and

(d) obtain the consent of the Ombudsman to any alternative treatment provided holders of Class 5 Claims with respect to any General Unsecured Claim with a face amount equal to or greater than \$250,000.

Section 3.4 Ombudsman Access to Claims Information. The Ombudsman shall be permitted the same level of access as the Debtors and Reorganized Debtors to the claims information maintained by the claims agent in the Chapter 11 Cases and shall be provided additional information maintained by the Reorganized Debtors upon reasonable request by the Ombudsman.

Section 3.5 Supplemental Powers of the Ombudsman. The Ombudsman shall have the following specific powers and rights, but not obligations, in addition to any powers conferred upon the Ombudsman by any other section or provision of this Supplement, the Plan, or the Confirmation Order; *provided, however,* that the enumeration of the following powers and rights shall not be considered in any way to limit or control the power or obligation of the Ombudsman to act as specifically authorized by any other section or provision of the Plan, the Confirmation Order, this Supplement, or by any other order of the Bankruptcy Court:

(a) maintain lists of holders of Allowed General Unsecured Claims;

(b) subject to the Fee Cap, employ, supervise, and compensate the reasonable fees and expenses of counsel that the Ombudsman may select to assist the Ombudsman with respect to its responsibilities hereunder. Counsel shall not be disqualified from serving the Ombudsman solely because of its prior employment in any capacity in the Debtors' bankruptcy cases on behalf of the Debtors, their estates, the Creditors' Committee, or any creditors. The Ombudsman shall be permitted to employ its own firm or any other firm it deems reasonably necessary to carry out its duties as Ombudsman;

(c) subject to the Fee Cap, engage, supervise, and compensate such other employees and third parties as the Ombudsman may deem necessary or appropriate to assist the Ombudsman in carrying out its powers and duties under the Plan, the Confirmation Order, this Supplement or any other order of the Bankruptcy Court; and

(d) exercise in its sole discretion such other powers as may be vested in the Ombudsman pursuant to the Plan, the Confirmation Order, this Supplement, or any other order of the Bankruptcy Court.

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Section 3.6 Confidentiality. The Ombudsman shall keep confidential the notices, matrix, and other information it receives from the Reorganized Debtors; *provided, however,* that this Section 3.6 shall in no way restrict, restrain, or otherwise prevent the Ombudsman from performing its duties or exercising its powers to provide the notices and other information to holders of Allowed General Unsecured Claims required or permitted to be so provided by the terms of the Plan, the Confirmation Order, or this Supplement. In the event the Ombudsman receives any confidential information from the Reorganized Debtors in connection with handling a dispute to which a holder of a General Unsecured Claim is a party, the Ombudsman shall not use such information for the purposes of handling a separate dispute to which the holder of the General Unsecured Claim is party, and shall keep such information confidential. The Ombudsman shall, at its sole discretion, return or destroy the notices, matrix, and other information it receives from the Reorganized Debtors in the event of its death, resignation, termination or incompetency.

#### ARTICLE IV

#### APPOINTMENT AND COMPENSATION OF THE OMBUDSMAN

Section 4.1 Tenure of the Ombudsman. Alvarez & Marsal, by and through the individual listed on Exhibit A hereto, has been appointed by the Creditors Committee as the Ombudsman. The Ombudsman will serve until death or resignation pursuant to Section 4.2, or termination pursuant to Section 5.1.

Section 4.2 Ombudsman's Compensation and Reimbursement. Subject to the Fee Cap, the Ombudsman shall be compensated for its time expended on Ombudsman matters at its standard hourly rates, as such rates may be adjusted from time to time. The Ombudsman shall receive compensation as follows:

(a) Compensation. All of the reasonable fees of the Ombudsman, and all of the reasonable fees of any third parties retained by the Ombudsman in connection with the performance of the Ombudsman's duties hereunder, shall be paid by the Reorganized Debtors.

(b) Expenses. The Reorganized Debtors will pay directly or reimburse, at the Ombudsman's election, all reasonable, out-of-pocket expenses incurred by the Ombudsman and any third parties in connection with the performance of the Ombudsman's duties or supplemental powers hereunder.

(c) Cap. The amount of fees and expenses of the Ombudsman, including without limitation any fees and expenses of counsel, employees, third-parties or other professionals engaged or employed by the Ombudsman, to be paid by the Reorganized Debtors shall not exceed \$50,000 (the "Fee Cap").

Section 4.3 Payment. The reasonable fees and expenses payable to the Ombudsman shall be paid to the Ombudsman by the Reorganized Debtors without necessity for review or approval by the Bankruptcy Court or any other person. The Reorganized Debtors shall have ten (10) days from receipt of an invoice or other bill from the Ombudsman to object to such invoice or bill. If the Reorganized Debtors do not so object within ten (10) days of receipt, the reasonable fees and expenses reflected on the invoice or other bill shall be deemed reasonable.

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shall no longer be subject to challenge, shall be immediately due and payable, and shall be actually paid within thirty (30) days from receipt of such invoice or other bill.

Section 4.4 Resignation. The Ombudsman may resign by giving not less than thirty (30) days' prior written notice thereof to the Reorganized Debtors. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, and (b) the appointment of a successor and the acceptance by such successor of such appointment.

Section 4.5 Appointment of a Successor Ombudsman. In the event of the death, resignation, termination or incompetency of the acting principal Ombudsman, the resigning or terminated acting principal Ombudsman, or in the case of its death or incompetency, its firm or organization, shall designate a successor acting principal Ombudsman from its firm or organization by written notice to the Reorganized Debtors. Every successor acting principal Ombudsman appointed hereunder shall execute, acknowledge, and deliver to the Reorganized Debtors an instrument accepting the appointment as Ombudsman under the terms of the Plan, Confirmation Order and this Supplement, and thereupon the successor Ombudsman, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the retiring Ombudsman. The death, resignation, termination or incompetency of the Ombudsman shall not operate to terminate the appointment of the Ombudsman or to revoke any existing agency created pursuant to the terms of the Plan, the Confirmation Order, and this Supplement or invalidate any action theretofore taken by the Ombudsman or any prior Ombudsman. For avoidance of doubt, the Reorganized Debtors shall have no obligation to retain or engage any successor Ombudsman.

## ARTICLE V TERMINATION

Section 5.1 Termination. The appointment of the Ombudsman shall commence on the Effective Date. The appointment shall terminate upon the earlier of (a) the filing of a notice of termination by the Ombudsman with the Bankruptcy Court, and (b) the final distribution of all GUC Consideration to holders of Allowed General Unsecured Claims in accordance with the terms of the Plan. In addition, the Reorganized Debtors shall have the right to terminate the Ombudsman if the Ombudsman enters a plea of guilty or *nolo contendere* to a felony or to a misdemeanor involving moral turpitude, or engages in fraud, gross negligence, or willful misconduct in connection with carrying out its powers and duties hereunder, as determined by a court of competent jurisdiction. Subject to Section 4.2(c), all reasonable fees and expenses of the Ombudsman through the date of termination shall be paid by the Reorganized Debtors.

Section 5.2 Survival. Sections 3.6, 6.1, 6.3, and 6.4 shall survive the expiration of the appointment of the Ombudsman. Except as specifically provided herein, upon the termination of the appointment of the Ombudsman in accordance with Section 5.1, the Ombudsman shall have no further duties or obligations hereunder or as Ombudsman. Any other provision in the Supplement, which, by its terms, specifically survives termination of the Supplement, shall survive termination of the appointment of the Ombudsman.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

Section 6.1 No Further Liability. Neither the Ombudsman nor any of its partners, officers, agents, professionals, representatives or employees (collectively with the Ombudsman, the "Ombudsman Exculpated Parties") shall be liable to any party, including, without limitation, the Reorganized Debtor or holders of Allowed General Unsecured Claims for any action taken or omitted by the Ombudsman Exculpated Parties in good faith and reasonably believed by the Ombudsman Exculpated Parties to be authorized within the discretion or rights or powers conferred upon the Ombudsman in accordance with the Plan, the Confirmation Order, or this Supplement. In performing its duties, the Ombudsman shall have no liability for any action taken by him or her in good faith in accordance with the advice of counsel or other professionals retained by the Ombudsman. Without limiting the generality of the foregoing, the Ombudsman may rely without independent investigation on copies of orders of the Bankruptcy Court reasonably believed by the Ombudsman to be genuine, and shall have no liability for actions taken in reliance thereon. None of the provisions of this Supplement shall require the Ombudsman to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties hereunder or in the exercise of any of their rights and powers. The Ombudsman may rely without inquiry upon writings delivered to it that it believes to be genuine and to have been given by a proper Person. Specifically, the Ombudsman may rely without inquiry on the records and other notices provided to it by the Reorganized Debtors, including but not limited to the records and notices required to be provided by Section 3.3 hereof. Notwithstanding the foregoing, nothing in this Section 6.1 shall relieve the Ombudsman Exculpated Parties from any liability for any actions or omissions arising out of fraud, criminal acts, gross negligence or willful misconduct in connection with the subject matter of this Supplement. Any action taken or omitted to be taken in the case of the Ombudsman with the express approval of the Bankruptcy Court will conclusively be deemed not to constitute gross negligence or willful misconduct. The Reorganized Debtors shall have no liability for the actions taken by the Ombudsman.

#### Section 6.2 Indemnification of the Ombudsman.

Subject to the Fee Cap:

(a) Except as otherwise set forth in the Plan or Confirmation Order, the Ombudsman Exculpated Parties shall be defended, held harmless, and indemnified from time to time by the Reorganized Debtors against any and all losses, claims, damages, liabilities, penalties, obligations, and expenses, including the costs for counsel or others in investigating, preparing, or defending any action or claim, whether or not in connection with litigation in which any Ombudsman Exculpated Party is a party, or enforcing this Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based on, or arising out of (directly or indirectly) the Ombudsman's acceptance of or the performance or nonperformance of its obligations under this Agreement, the Plan, or the Confirmation Order.

(b) The Reorganized Debtors shall promptly pay expenses reasonably incurred by any Ombudsman Exculpated Party in defending, participating in, or settling any

action, proceeding, or investigation in which such Ombudsman Exculpated Party is a party or is threatened to be made a party or otherwise is participating in connection with the Agreement or the duties, acts, or omissions of the Ombudsman, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. To the extent the Ombudsman is required to provide indemnification to any entity or individual, the Reorganized Debtors will pay the Ombudsman's obligations in connection with such indemnification, or reimburse the Ombudsman to the extent the Ombudsman has paid such obligation. Each Ombudsman Exculpated Party hereby undertakes, and the Reorganized Debtors hereby accept its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Ombudsman Exculpated Party is not entitled to be indemnified therefor under this Agreement. The foregoing indemnity in respect of any Ombudsman Exculpated Party shall survive the termination of such Ombudsman Exculpated Party from the capacity for which they are indemnified.

Section 6.3 Limitation of Liability. The Ombudsman Exculpated Parties will not be liable for punitive, exemplary, consequential, special or other damages arising out of, or related to, its services provided by the Ombudsman hereunder.

Section 6.4 Retention of Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction to adjudicate any dispute between (a) the Ombudsman and the Reorganized Debtor or (b) the Reorganized Debtor and/or the Ombudsman and any holder of an Allowed General Unsecured Claim, regarding the rights, duties, powers and/or actions of the Ombudsman as set forth in the Plan, the Confirmation Order, and this Supplement, the obligations of the Reorganized Debtors, and any other dispute arising under this Supplement, including but not limited to any dispute arising regarding the reasonable fees, compensation, and expenses of the Ombudsman.

Section 6.5 Descriptive Headings. The headings contained in this Supplement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Supplement.

Section 6.6 Amendment and Waiver; Conflicts. The terms of this Supplement may not be amended except by an instrument in writing approved by the Reorganized Debtor and the Ombudsman. To the extent of any conflicts between the terms of the Plan, Confirmation Order and this Supplement, the terms of the Plan and Confirmation Order shall govern and control.

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[Exhibit A](#)  
[Ombudsman](#)

[Alvarez & Marsal,](#)  
[by and through Rich Newman](#)

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