

BABY ABL CREDIT AGREEMENT dated as of [MONTH] [DAY], [YEAR] (this “**Agreement**”) between [ENTITY LEGAL NAME], a/an [JURISDICTION OF ORGANIZATION] [ENTITY TYPE] (the “**Borrower**”), located at [BORROWER ADDRESS] and BIG BANK, N.A. (the “**Lender**”), located at One Capitalist Plaza, Coconut Beach, Sunshine 920311.

1. *Commitment.* Lender hereby commits to make revolving credit loans to Borrower up to \$ [LOAN COMMITMENT AMOUNT] in aggregate principal amount from the date hereof to the Maturity Date, as requested by Borrower from time to time pursuant to a borrowing notice given to Lender; provided that the aggregate principal amount of loans outstanding at any time hereunder shall not exceed the applicable Borrowing Base.

2. *Defined Terms.* In this Agreement:

“**Borrowing Base**” means an amount computed as of the first business day of each month (and on the date of any borrowing notice) equal to: (i) 80% of the principal amount of Accounts plus (ii) 50% of the cost of Inventory, in each case as owned by Borrower on such date.

“**Maturity Date**” means [insert MATURITY DATE].

Terms used herein without definition have the meanings given in Article 9 of the Uniform Commercial Code, or in Ex. A or Ex. B hereto, to the extent defined therein.

3. *Covenants.* Borrower covenants and agrees to deliver to Lender a Borrowing Base computation not later than the fifth business day of each month.

4. *Conditions Precedent.* As a condition precedent to each extension of credit hereunder: (1) Borrower shall have duly authorized, executed and delivered (a) BABY ABL REVOLVING PROMISSORY NOTE (Ex. A hereto), (b) BABY SECURITY AGREEMENT (Ex. B hereto), and (c) a current Borrowing Base computation certified by the [treasurer] of Borrower; (2) no Default or Event of Default shall have occurred; and (3) Lender shall have received a legal opinion from Borrower’s counsel in a form satisfactory to it.

IN WITNESS WHEREOF the parties first above written each represent and warrant that this Agreement has been duly executed and delivered by its properly authorized representative.

[BORROWER]

By: _____
Name: Title:

BIG BANK, N.A.

By: _____
Name: Title: