

Ex. A

[NB: Execution Copy of BABY ABL NOTE to be printed on Blue or Green safety paper]

[FORM of BABY ABL REVOLVING NOTE]

[BORROWER NAME]

BABY ABL REVOLVING PROMISSORY NOTE

\$ [PRINCIPAL AMOUNT OF REVOLVING COMMITMENT] [New York, New York]

[MONTH] [DAY], [YEAR]

FOR VALUE RECEIVED, [BORROWER NAME], a/an [ENTITY JURISDICTION] [ENTITY TYPE] ("Borrower"), promises to pay to the order of BIG BANK, N.A. ("Payee"), on or before the Maturity Date (as defined in the BABY ABL CREDIT AGREEMENT between Borrower and Payee dated as of the date hereof) the lesser of (i) \$ [PRINCIPAL AMOUNT OF REVOLVING COMMITMENT] and (ii) the unpaid principal amount of all advances made by Payee to the Borrower as revolving loans under such BABY ABL CREDIT AGREEMENT.

Borrower also promises to pay interest on the unpaid principal amount outstanding hereunder from time to time on the last day of each calendar month (or if any such day is not a business day, on the next preceding business day in such calendar month) until paid in full at a per annum rate equal to the Borrower's posted prime lending rate [plus XXX basis points] (computed on the basis of the actual number of days elapsed over a year of 360 days); provided however, that interest shall accrue on such unpaid principal amount at an annual default rate of interest equal to [insert DEFAULT RATE] per annum at any time following, and during the continuance of, a Default (as hereinafter defined). Borrower shall also pay a commitment fee equal to [XXX] basis points per annum on the unfunded portion of revolving credit commitment.

All payments of principal and interest with respect to this note shall be made in lawful money of the United States of America in same day funds at the office of Payee identified in BABY ABL CREDIT AGREEMENT or such other place as Payee shall notify Borrower in writing.

This note is subject to mandatory prepayment pursuant to the certification of the Borrowing Base as defined in BABY ABL CREDIT AGREEMENT. Borrower shall immediately repay the excess amount, if any, by which the principal amount of loans outstanding hereunder exceeds the then current Borrowing Base calculation. Amounts prepaid may be reborrowed in compliance with a new Borrowing Base certification. The Borrowing Base shall be deemed to be zero (\$-0-) with respect to any period in which a certification has not been timely made. A "Default" shall exist hereunder if any representation, warranty or covenant of Borrower is or becomes untrue, or is not complied with, hereunder or pursuant to BABY ABL CREDIT AGREEMENT (including as set forth in any

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exhibit, notice or schedule executed and delivered pursuant thereto). An “Event of Default” shall exist hereunder which shall cause the unpaid balance of this note to become immediately due and payable if: (i) Borrower shall fail to make any payment of principal when due; (ii) Borrower shall fail to make any payment of interest or other amounts due hereunder within 3 business days of the date when due; (iii) the Borrower shall become subject to bankruptcy or insolvency proceedings; (iv) the security interest in favor of Payee shall fail to be first priority or perfected; or (v) the Borrower shall fail to comply with any other covenant or agreement hereunder, under BABY ABL CREDIT AGREEMENT or BABY ABL SECURITY AGREEMENT within 10 business days after notice of such a Default has been given by Payee to Borrower.

Borrower promises to pay all costs and expenses, including attorneys’ fees, incurred in connection with the collection and enforcement of this note.

This note shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of [GOVERNING LAW].

IN WITNESS WHEREOF, Borrower has caused this note to be executed and delivered by its duly authorized officer, as of the day and year and place first above written.

[BORROWER NAME]

BY:

Name: _____

Title: _____