IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re:	:	**CHAPTER 11**
WORLD IMPORTS, LTD.	:	**BANKRUPTCY NO. 13-15929 (SR)**
Debtor.	:	
In re:	:	**CHAPTER 11**
WORLD IMPORTS CHICAGO, LLC	:	**BANKRUPTCY NO. 13-15935 (SR)**
Debtor.	:	
In re:	:	**CHAPTER 11**
WORLD IMPORTS SOUTH, LLC	:	**BANKRUPTCY NO. 13-15933 (SR)**
Debtor.	:	
In re:	:	**CHAPTER 11**
11000 LLC	:	**BANKRUPTCY NO. 13-15934 (SR)**
Debtor.	:	

SIXTH FINAL STIPULATION AND ORDER AUTHORIZING DEBTORS TO USE CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363(c)(2)(B) ON A LIMITED BASIS AND PROVIDE ADEQUATE PROTECTION

AND NOW, upon consideration of the Debtors' Motion for an Order Pursuant to 11 U.S.C. § 363(c) and Fed. R. Bankr. P. 4001, Authorizing Debtors to Use Cash Collateral and Provide Adequate Protection [Bankr. Docket No. 6], and after notice and a hearing, as of the 22nd of January, 2014, this Sixth Final Stipulation and Order Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363(c)(2)(B) on a Limited Basis and Provide Adequate Protection (this "Stipulation") is entered into by and among World Imports, LTD., a Pennsylvania corporation ("WI"), World Imports South, LLC, a Mississippi limited liability company ("WI South"), World Imports Chicago, LLC, an Illinois limited liability company, 11000, L.L.C., a Pennsylvania limited liability company ("11000 LLC" and, together with WI,

WI South, and WI Chicago, the "Debtors"), PNC Bank, National Association ("PNC"), and PNC Equipment Finance, LLC ("PNCEF" and, together with PNC, the "Banks").

A. DEBTORS & BANKRUPTCY CASES.

1. The Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") on July 3, 2013 (the "Petition Date") in the United States Bankruptcy Court for the Eastern District of Pennsylvania (the "Court").

2. Since the Petition Date, the Debtors have remained in possession of their assets and are operating their businesses as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

3. The Debtors' chapter 11 cases are pending before the Court as case numbers 13-15929 (SR), 13-15935 (SR), 13-15933 (SR), and 13-15934 (SR) (collectively, the "Bankruptcy Cases").

B. PRE-PETITION AGREEMENTS AND COLLATERAL.

1. Prior to the Petition Date, PNC made various loans, advances, and/or extensions of credit (collectively, the "Pre-Petition Line of Credit Loans") to or for the benefit of WI, WI South, and WI Chicago, pursuant to, among other things, that certain Second Amended and Restated Loan Agreement, dated June 28, 2000, entered into by and among WI, WI South, WI Chicago, and PNC, as amended by that certain Amendment to Loan Documents, dated as of January 31, 2001, that certain Waiver and Second Amendment to Loan Documents, dated as of March 28, 2002, that certain Waiver and Third Amendment to Loan Documents, dated as of December 12, 2002, that certain Consent, Waiver and Fourth Amendment to Loan Documents, dated as of May 21, 2003, that certain Waiver and Fifth Amendment to Loan Documents, dated as of October 31, 2003, that certain Waiver and Sixth Amendment to Loan Documents, dated as of July 11, 2005, that certain Seventh Amendment to Loan Documents, dated as of January 11, 2006, that certain Eighth Amendment to Loan Documents, dated as of September 19, 2006, that certain Ninth Amendment to Loan Documents, dated as of January 18, 2007, that certain Omnibus Amendment to Loan Documents, dated January 30, 2008, that certain Second Omnibus Amendment to Loan Documents, dated August 20, 2008, that certain Twelfth Amendment to Loan Documents, dated as of November 15, 2010, that certain Thirteenth Amendment to Loan Documents, dated as of January 26, 2011, that certain Fourteenth Amendment to Loan Documents, dated as of April 29, 2011, that certain Fifteenth Amendment to Loan Documents, dated as of August 22, 2011, that certain Waiver and Sixteenth Amendment to Loan Documents, dated as of June 28, 2012, that certain Seventeenth Amendment to Loan Documents, dated as of December 1, 2012, and that certain Forbearance Agreement and Eighteenth Amendment to Loan Documents, dated as of March 15, 2013 (as so amended and as further amended or otherwise modified, the "Pre-Petition Line of Credit Agreement"), pursuant to which PNC made a committed line of credit facility available to WI, WI South, and WI Chicago in the present maximum principal amount of $15,500,000, which Pre-Petition Line of Credit Loans are further evidenced by that certain Eleventh Amended and Restated Committed Line of Credit Note, dated

June 28, 2012, executed by WI, WI South, and WI Chicago in favor of PNC (together with that certain Second Amended and Restated Working Cash®, Line of Credit, Investment Sweep Rider, dated January 11, 2006, entered into by and between WI and PNC and as amended or otherwise modified, the "Pre-Petition Line of Credit Note"), that certain Reimbursement Agreement for Standby Letter(s) of Credit, dated as of June 28, 2000, entered into by and between WI and PNC (as amended or otherwise modified, the "Pre-Petition First Reimbursement Agreement"), and that certain Reimbursement Agreement for Commercial Letter(s) of Credit, dated as of June 28, 2000, entered into by and between WI and PNC (as amended or otherwise modified, the "Pre-Petition Second Reimbursement Agreement" and, together with the Pre-Petition Line of Credit Agreement, Pre-Petition Line of Credit Note, Pre-Petition First Reimbursement Agreement, Pre-Petition Line of Credit Security Agreements (as defined hereinafter), Pre-Petition Line of Credit Mortgage (as defined hereinafter), Pre-Petition Line of Credit Assignment of Rents (as defined hereinafter), Pre-Petition 11000 LLC Guaranty (as defined hereinafter), Pre-Petition PNC Financing Statements (as defined hereinafter), and all agreements, instruments, documents, certificates, and statements related to any of the foregoing, the "Pre-Petition Line of Credit Loan Documents").

2. Prior to the Petition Date, PNCEF made various leases of and/or loans, advances, and/or extensions of credit for the purchase of certain personal property (the "Pre-Petition Leases and/or Loans") to or for the benefit of WI, pursuant to, among other things, (a) that certain Master Lease Agreement Lease No. 2255, dated April 1, 2010, entered into by and between WI and PNCEF (as amended or otherwise modified, the "Pre-Petition Master Lease Agreement"), (b) that certain Schedule of Leased Equipment (Tax Lease), dated September 14, 2010, entered into by and between WI and PNCEF (as amended or otherwise modified, the "Pre-Petition Schedule #1"), (c) that certain Schedule of Leased Equipment (Conditional Sale), dated August 24, 2011, entered into by and between WI and PNCEF (as amended or otherwise modified, the "Pre-Petition Schedule #2"), and (d) that certain Schedule of Leased Equipment (Conditional Sale), dated February 28, 2012, entered into by and between WI and PNCEF (as amended or otherwise modified, the "Pre-Petition Schedule #3" and, together with the Pre-Petition Master Lease Agreement, Pre-Petition Schedule #1, Pre-Petition Schedule #2, Pre-Petition PNCEF Financing Statements (as defined hereinafter), and all agreements, instruments, documents, certificates, and statements related to any of the foregoing, the "Pre-Petition PNCEF Documents").

3. Pursuant to that certain Guaranty and Suretyship Agreement, dated January 30, 2008 (as amended or otherwise modified, the "Pre-Petition 11000 LLC Guaranty"), 11000 LLC unconditionally guaranteed, as a primary obligor, and became surety for the prompt payment and performance of, among other things, all of the loans, advances, debts, liabilities, obligations, covenants, and duties owing by WI to the Banks under the Pre-Petition Line of Credit Loan Documents and Pre-Petition PNCEF Documents, including, without limitation, the Pre-Petition Line of Credit Loans and Pre-Petitions Leases and/or Loans (collectively, the "Pre-Petition WI Obligations").

4. Prior to the Petition Date, PNC made various loans, advances, and/or extensions of credit (collectively, the "Pre-Petition Term Loan") to or for the benefit of 11000 LLC,

pursuant to, among other things, that certain Amended, Restated and Consolidated Loan Agreement, dated July 11, 2005, entered into by and between 11000 LLC and PNC, as amended by that certain Amendment to Loan Documents, dated as of January 11, 2006 and that certain Forbearance Agreement and Eighteenth Amendment to Loan Documents, dated as of March 15, 2013 (as so amended and as further amended or otherwise modified, the "Pre-Petition Term Loan Agreement"), pursuant to which PNC made a term loan to 11000 LLC in the original principal amount of $1,530,834.93, which Pre-Petition Term Loan is further evidenced by that certain Amended and Restated Term Note, dated January 11, 2006, executed by 11000 LLC in favor of PNC (as amended or otherwise modified, the "Pre-Petition Term Loan Note" and, together with the Pre-Petition Term Loan Agreement, Pre-Petition Term Loan Security Documents (as defined hereinafter), Pre-Petition WI Guaranty (as defined hereinafter), and all agreements, instruments, documents, certificates, and statements related to any of the foregoing, the "Pre-Petition Term Loan Documents"; the Pre-Petition Term Loan Documents, together with the Pre-Petition Line of Credit Loan Documents and Pre-Petition PNCEF Documents, are referred to hereinafter as, collectively, the "Pre-Petition Documents").

5. Pursuant to that certain Amended and Restated Guaranty and Suretyship Agreement, dated as of July 11, 2005 (as amended or otherwise modified, the "Pre-Petition WI Guaranty"), WI unconditionally guaranteed, as a primary obligor, and became surety for the prompt payment and performance of, among other things, all of the loans, advances, debts, liabilities, obligations, covenants, and duties owing by 11000 LLC to PNC under the Pre-Petition Term Loan Documents, including, without limitation, the Pre-Petition Term Loan (collectively, the "Pre-Petition Term Loan Obligations").

6. Prior to the Petition Date, as security for the Pre-Petition WI Obligations and Pre-Petition Term Loan Obligations, WI and PNC entered into that certain Amended and Restated Security Agreement, dated as of June 28, 2000 (as amended or otherwise modified, the "Pre-Petition WI Security Agreement"), pursuant to which WI granted to PNC first priority, valid, and perfected liens on and security interests in all of WI's personal property and assets, including, without limitation, all tangible and intangible assets and rights of every kind and nature, wherever located, whether then owned or thereafter acquired or arising, and all cash and noncash proceeds thereof, products thereof, additions and accessions thereto, substitutions therefor, and replacements thereof (collectively, the "Pre-Petition WI Collateral").

7. Prior to the Petition Date, on July 12, 1991, a UCC-1 financing statement was filed with the Secretary of the Commonwealth of Pennsylvania, file number 19870764, naming WI, as the debtor, and describing the Pre-Petition WI Collateral, which UCC-1 financing statement was assigned to PNC on August 26, 1993, pursuant to a UCC-1 assignment statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 22340661, and which UCC-1 financing statement was continued (a) on February 9, 1996, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 25150285, (b) on April 16, 2001, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 33830248, (c) on March 20, 2006, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 2006032002486, and (d) on January 26, 2011, pursuant to a UCC-1

continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 2011012604679 (collectively, the "Pre-Petition WI #1 Financing Statements").

8. Prior to the Petition Date, on July 12, 1991, a UCC-1 financing statement was filed with the Secretary of the Commonwealth of Pennsylvania, file number 19870765, naming WI, as the debtor, and describing the Pre-Petition WI Collateral, which UCC-1 financing statement was assigned to PNC on August 26, 1993, pursuant to a UCC-1 assignment statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 22340663, and which UCC-1 financing statement was continued (a) on February 9, 1996, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 25150286, (b) on April 16, 2001, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 33830249, (c) on March 20, 2006, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 2006032002462, and (d) on January 25, 2011, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 2011012500504 (collectively, the "Pre-Petition WI #2 Financing Statements").

9. Prior to the Petition Date, on June 28, 1993, PNC filed a UCC-1 financing statement with the Secretary of the Commonwealth of Pennsylvania, file number 22061009, naming WI, as the debtor, and PNC, as the secured party, and describing the Pre-Petition WI Collateral, which UCC-1 financing statement was continued (a) on February 25, 1998, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 28600451, (b) on January 27, 2003, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 37020743, (c) on January 9, 2008, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 2008011001003, and (d) on January 11, 2013, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 2013011107616 (collectively, the "Pre-Petition WI #3 Financing Statements").

10. Prior to the Petition Date, on September 21, 1998, PNC filed a UCC-1 financing statement with the Secretary of the Commonwealth of Pennsylvania, file number 29401452, naming WI, as the debtor, and PNC, as the secured party, and describing the Pre-Petition WI Collateral, which UCC-1 financing statement was continued (a) on April 21, 2003, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 20030385988, (b) on April 11, 2008, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 2008041104209, and (c) on April 9, 2013 pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 2013040902124 (collectively, the "Pre-Petition WI #4 Financing Statements" and, together with the Pre-Petition WI #1 Financing Statements, Pre-Petition WI #2 Financing Statements, and Pre-Petition WI #3 Financing Statements, the "Pre-Petition WI Financing Statements").

11. Prior to the Petition Date, as security for all of the loans, advances, debts, liabilities, obligations, covenants, and duties owing by WI to PNCEF under the Pre-Petition

PNCEF Documents, including, without limitation, the Pre-Petition Leases and/or Loans (collectively, the "Pre-Petition PNCEF Obligations"), WI, pursuant to the Pre-Petition Master Lease Agreement, granted to PNCEF first priority, valid, and perfected liens on and security interests in all personal property of WI leased pursuant to and/or purchased with the proceeds of the Pre-Petition Leases and/or Loans, which personal property is more specifically described in the Pre-Petition Schedule #1, Pre-Petition Schedule #2, and Pre-Petition Schedule #3 and all cash and noncash proceeds thereof, products thereof, additions and accessions thereto, substitutions therefor, and replacements thereof (collectively, the "Pre-Petition Lease Collateral").

12. Prior to the Petition Date, PNCEF filed UCC-1 financing statements with the Secretary of the Commonwealth of Pennsylvania naming WI, as the debtor, and PNCEF, as the secured party, and describing the Pre-Petition Lease Collateral (a) on January 30, 2006, file number 2006013002053, which UCC-1 financing statement was continued on November 9, 2010, pursuant to a UCC-1 continuation statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 20100110907464, (b) on July 11, 2011, file number 2011071102032, which UCC-1 financing statement was amended on September 23, 2011, pursuant to a UCC-1 amendment statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 2011092601756, and (c) on July 14, 2011, file number 2011071405616, which UCC-1 financing statement was amended on March 27, 2012, pursuant to a UCC-1 amendment statement filed with the Secretary of the Commonwealth of Pennsylvania, file number 2012032702661 (collectively, the "Pre-Petition PNCEF Financings Statements").

13. Prior to the Petition Date, as security for all of the loans, advances, debts, liabilities, obligations, covenants, and duties owing by WI South to PNC under the Pre-Petition Line of Credit Documents, including, without limitation, the Pre-Petition Line of Credit Loans (collectively, the "Pre-Petition WI South Obligations"), WI South and PNC entered into that certain Security Agreement, dated as of June 28, 2012 (as amended or otherwise modified, the "Pre-Petition WI South Security Agreement"), pursuant to which WI South granted to PNC first priority, valid, and perfected liens on and security interests in all of WI South's personal property and assets, including, without limitation, all tangible and intangible assets and rights of every kind and nature, wherever located, whether then owned or thereafter acquired or arising, and all cash and noncash proceeds thereof, products thereof, additions and accessions thereto, substitutions therefor, and replacements thereof (collectively, the "Pre-Petition WI South Collateral").

14. Prior to the Petition Date, on July 13, 2012, PNC filed a UCC-1 financing statement with the Secretary of the State of Mississippi, file number 20120759933A, naming WI South, as the debtor, and PNC, as the secured party, and describing the Pre-Petition WI South Collateral (the "Pre-Petition WI South Financing Statement").

15. Prior to the Petition Date, as security for all of the loans, advances, debts, liabilities, obligations, covenants, and duties owing by WI Chicago to PNC under the Pre-Petition Line of Credit Documents, including, without limitation, the Pre-Petition Line of Credit Loans (collectively, the "Pre-Petition WI Chicago Obligations" and, together with the Pre-

Petition WI Obligations, Pre-Petition WI South Obligations, and Pre-Petition Term Loan Obligations, the "Pre-Petition Obligations"), WI Chicago and PNC entered into that certain Security Agreement, dated as of June 28, 2012 (as amended or otherwise modified, the "Pre-Petition WI Chicago Security Agreement" and, together with the Pre-Petition WI Security Agreement and Pre-Petition WI South Security Agreement, the "Pre-Petition Line of Credit Security Agreements"), pursuant to which WI Chicago granted to PNC first priority, valid, and perfected liens on and security interests in all of WI Chicago's personal property and assets, including, without limitation, all tangible and intangible assets and rights of every kind and nature, wherever located, whether then owned or thereafter acquired or arising, and all cash and noncash proceeds thereof, products thereof, additions and accessions thereto, substitutions therefor, and replacements thereof (collectively, the "Pre-Petition WI Chicago Collateral").

16. Prior to the Petition Date, on July 13, 2012, PNC filed a UCC-1 financing statement with the Secretary of the State of Illinois, file number 017440594, naming WI Chicago, as the debtor, and PNC, as the secured party, and describing the Pre-Petition WI Chicago Collateral (the "Pre-Petition WI Chicago Financing Statement" and, together with the Pre-Petition WI Financing Statements and Pre-Petition WI South Financing Statement, the "Pre-Petition PNC Financing Statements").

17. Prior to the Petition Date, as security for the Pre-Petition Obligations, PNC was granted first priority, valid, and perfected liens on and security interests in that certain real property commonly known as 11000 Roosevelt Blvd., Philadelphia, Pennsylvania, all personal property and assets of 11000 LLC, including, without limitation, all tangible and intangible assets and rights of every kind and nature, wherever located, whether then owned or thereafter acquired or arising, and all cash and noncash proceeds of the foregoing, products of the foregoing, additions and accessions to the foregoing, substitutions of the foregoing, and replacements of the foregoing (collectively, the "Pre-Petition 11000 LLC Collateral" and, together with the Pre-Petition WI Collateral, Pre-Petition Lease Collateral, Pre-Petition WI South Collateral, and Pre-Petition WI Chicago Collateral, the "Pre-Petition Collateral"), pursuant to the following agreements, instruments, and documents, which more particularly describe the Pre-Petition 11000 LLC Collateral (collectively, the "Pre-Petition Term Loan Security Documents"): (a) that certain Security Agreement, dated as of September 30, 1999, entered into by 11000 LLC and PNC; (b) that certain Open-End Mortgage and Security Agreement, dated September 30, 1999, from PIDC Financing Corporation and 11000 LLC to PNC recorded in the Department of Records of Philadelphia County, Pennsylvania on October 7, 1999 at Mortgage Book JTD 2290, Page 371; (c) that certain Assignment of Rents, Leases and Profits, dated September 30, 1999, from PIDC Financing Corporation and 11000 LLC to PNC recorded in the Department of Records of Philadelphia County, Pennsylvania on October 7, 1999 at Deed Book JTD 1184, Page 206; (d) that certain Open-End Mortgage and Security Agreement, dated September 30, 1999, from PIDC Financing Corporation and 11000 LLC to PNC recorded in the Department of Records of Philadelphia County, Pennsylvania on January 20, 2000 at Document No. 50155040; (e) that certain Open-End Mortgage and Security Agreement, dated August 22, 2011, from PIDC Financing Corporation and 11000 LLC to PNC recorded in the Department of Records of Philadelphia County, Pennsylvania on September 26, 2011 at Document No. 52394069 (as amended or otherwise modified, the "Pre-Petition Line of Credit Mortgage"); (f) that certain

Assignment of Rents, Leases and Profits, dated August 22, 2011, from 11000 LLC to PNC recorded in the Department of Records of Philadelphia County, Pennsylvania on October 12, 2011 at Document No. 52400031 (as amended or otherwise modified, the "Pre-Petition Line of Credit Assignment of Rents"); and (g) that certain UCC-1 financing statement naming 11000 LLC, as the debtor, and PNC, as the secured party, and describing the Pre-Petition 11000 LLC Collateral recorded in the Department of Records of Philadelphia County, Pennsylvania on October 7, 1999 at Misc. Book JTD 955, Page 515, which UCC-1 financing statement was continued on June 8, 2004, pursuant to a UCC-1 continuation statement recorded in the Department of Records of Philadelphia County, Pennsylvania at Document No. 50944649, and on May 13, 2009, pursuant to a UCC-1 continuation statement recorded in the Department of Records of Philadelphia County, Pennsylvania at Document No. 52063027.

18. The Debtors require the use of "Cash Collateral" (as defined hereinafter) for the purpose of funding their operations during a limited period of time to enable the Debtors to temporarily operate during the pendency of their Bankruptcy Cases, and the Debtors have requested that the Banks consent to the Debtors' use of Cash Collateral pursuant to the terms and subject to the conditions set forth herein.

19. The Debtors' limited and temporary use of Cash Collateral may result in a reduction in the value of the Pre-Petition Collateral without a corresponding reduction in the Pre-Petition Obligations owed to the Banks by the Debtors under the Pre-Petition Documents.

20. Based on the various acknowledgments, representations, warranties, waivers, releases, and covenants contained herein, the Banks are willing to consent to the Debtors' use of Cash Collateral commencing on the date this Stipulation is approved by the Court for the limited purposes and for the term set forth herein and otherwise in accordance with the terms and subject to the conditions contained herein.

C. ACKNOWLEDGMENTS, REPRESENTATIONS, RELEASE.

1. Prior to this Stipulation, the Debtors were permitted to make use of Cash Collateral for the limited purposes and for the term set forth in, and otherwise in accordance with the terms and subject to the conditions contained in, (a) that certain Interim Stipulation and Order Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363(c)(2)(B) on a Limited Basis and Provide Adequate Protection [Bankr. Docket No. 29] (the "First Interim Cash Collateral Order"), (b) that certain Second Interim Stipulation and Order Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363(c)(2)(B) on a Limited Basis and Provide Adequate Protection [Bankr. Docket No. 29] (the "Second Interim Cash Collateral Order"), (c) that certain Third Interim Stipulation and Order Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363(c)(2)(B) on a Limited Basis and Provide Adequate Protection [Bankr. Docket No. 69] (the "Third Interim Cash Collateral Order" and, together with the First Interim Cash Collateral Order and Second Interim Cash Collateral Order, the "Interim Orders"); (d) that certain First Final Stipulation and Order and Order Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363(c)(2)(B) on a Limited Basis and Provide Adequate Protection [Bankr. Docket No. 69] (the "First Final Cash Collateral Order"); (e) that certain

Second Final Stipulation and Order and Order Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363(c)(2)(B) on a Limited Basis and Provide Adequate Protection [Bankr. Docket No. 93] (the "Second Final Cash Collateral Order"); (f) that certain Third Final Stipulation and Order and Order Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363(c)(2)(B) on a Limited Basis and Provide Adequate Protection [Bankr. Docket No. 111] (the "Third Final Cash Collateral Order"); (g) that certain Fourth Final Stipulation and Order and Order Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363(c)(2)(B) on a Limited Basis and Provide Adequate Protection [Bankr. Docket No. 139] (the "Fourth Final Cash Collateral Order"); and (h) that certain Fifth Final Stipulation and Order and Order Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363(c)(2)(B) on a Limited Basis and Provide Adequate Protection [Bankr. Docket No. 156] (the "Fifth Final Cash Collateral Order"; together with the First Final Order, the Second Final Order, the Third Final Order, the Fourth Final Order and the Interim Orders, the "Prior Orders"). For the avoidance of doubt, all of the rights and protections granted to the Banks pursuant to this Stipulation are in addition to, and without prejudice to, all of the rights and protections granted to the Banks under the Prior Orders.

2. The Debtors hereby acknowledge, represent, warrant, and agree that:

a. all of the provisions contained in the Sections A and B hereto are true and correct in all respects and are expressly incorporated herein by reference;

b. the Pre-Petition Documents are legal, valid, and binding obligations of the parties thereto and are enforceable against the parties thereto in accordance with their respective terms, except to the extent contrary to federal/state bankruptcy or insolvency laws;

c. the outstanding principal and accrued and unpaid interest amounts due to the Banks under the Pre-Petition Documents as of the Petition Date were as follows (the following amounts do not include fees, costs, and expenses, including, without limitation, attorneys' fees and costs, and all other sums recoverable by the Banks under the Pre-Petition Documents):

(i) with respect to the Pre-Petition Line of Credit Loans, principal in the amount of $11,174,487.51 and interest in the amount of $6,052.85, together with undrawn letters of credit totaling $153,088.25;

(ii) with respect to the Pre-Petition Term Loan, principal in the amount of $278,394.93 and interest in the amount of $362.77;

(iii) with respect to the Pre-Petition Leases and Loans under Schedule #1, a total due of $32,964.36;

(iv) with respect to the Pre-Petition Leases and Loans under Schedule #2, a total due of $51,819.99; and

(v) with respect to the Pre-Petition Leases and Loans under Schedule #3, a total due of $388,481.90;

d. the Banks have duly perfected, valid, first priority liens on and security interests in the Pre-Petition Collateral to secure the Pre-Petition Obligations (collectively, the "Pre-Petition Liens"); and

e. the Pre-Petition Obligations, Pre-Petition Liens, and Pre-Petition Documents are not subject to any counterclaim, right of offset, claim, or other defense of the Debtors of any kind.

3. The Debtors hereby waive any right any of them may have as of the date of this Stipulation to contest, setoff against, counterclaim, or seek other defense to or reduction of the Pre-Petition Obligations, Pre-Petition Liens, and/or Pre-Petition Documents.

4. Each Debtor, on behalf of itself and, to the greatest extent permitted by law, all entities or persons claiming by, through, or under such Debtor, including, without limitation, its officers and directors, as releasors, with their successors and assigns (collectively referred to as the "Releasors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and having full authority to take this action on behalf of, and to bind, each and every one of the Releasors, and intending to be legally bound hereby, does hereby unconditionally remise, release, and forever discharge the Banks, their respective past and present officers, directors, employees, agents, attorneys, consultants, parent, affiliates, trustees, administrators, loan servicers, asset managers, predecessors, successors and assigns, and the heirs, executors, trustees, administrators, successors and assigns of any such persons and entities (collectively referred to as the "Releasees") of and from any and all actions, causes of action, suits, debts, demands, proceedings, agreements, contracts, promises, warranties, guaranties, representations, judgments, damages, accounts, reckonings, executions, claims, including claims for contribution and/or indemnity, and liabilities whatsoever of every name and nature, whether known or unknown, past or present, asserted or unasserted, contingent or unliquidated, at law or at equity, if any, or resulting from any assignment, which any of the Releasors ever had, now have, claim to have had, now claim to have or hereinafter can, shall, or may claim to have against any of the Releasees, for or by reason of any cause, matter or thing whatsoever, arising from the beginning of time to the date hereof, arising under or related to the Pre-Petition Obligations, Pre-Petition Liens, and/or Pre-Petition Documents.

5. The acknowledgments, representations, warranties, agreements, and findings made in section B and paragraph C.2, the waiver in paragraph C.3, and the release stated in paragraph C.4 shall be binding on the Debtors, their estates, their creditors, any official committee of unsecured creditors appointed in the Bankruptcy Cases, and any trustee subsequently appointed in the Bankruptcy Cases.

D. CASH COLLATERAL AND OTHER AGREEMENTS.

1. The Debtors have requested that the Banks consent to their limited use of Cash Collateral (as defined hereinafter) which the Debtors represent is necessary to fund their operations. For purposes of this Stipulation, "Cash Collateral" shall have the meaning ascribed to it pursuant to § 363(a) of the Bankruptcy Code and shall include the proceeds, products, rents, and profits of and from all Pre-Petition Collateral.

2. The budgets attached hereto as "Exhibit A" (collectively, the "Budget") were prepared by the Debtors and enumerate in detail the Debtors' projected collections and cash expenses of operations (collectively, the "Approved Expenses") from the Petition Date through the Termination Date (as defined hereinafter).

3. Subject to the terms and conditions set forth herein (and contingent on the Debtors' compliance herewith), and on the condition precedent that this Stipulation is approved by the Court, the Banks hereby consent to the Debtors' use of Cash Collateral to pay only the Approved Expenses set forth in the Budget from the date this Stipulation is approved and entered as an order by the Court until the "Termination Date" which shall be the earlier of (a) 5:00 p.m. on February 28, 2014; or (b) the date upon which an Event of Default (as defined hereinafter) occurs. The Debtors shall be permitted to exceed Approved Expenses in the Budget by an amount not to exceed, on a weekly basis, either (a) five percent (5%) of the aggregate amount of Approved Expenses for such week or (b) as otherwise agreed to among the Debtors and Banks.

4. Nothing contained in this Stipulation shall be deemed to require the Banks to advance uncollected funds or otherwise make loans, advances, and/or extensions of credit to the Debtors.

5. The Debtors' rights to continue to use Cash Collateral shall be contingent on the Debtors' compliance with each and every provision of this Stipulation.

6. Notwithstanding anything contained herein, Cash Collateral shall not be used to (a) further investigate and/or contest any Pre-Petition Obligations, Pre-Petition Liens, or Pre-Petition Documents; (b) investigate and/or prosecute any claim, complaint, adversary proceeding, suit, demand, action, or cause of action against the Banks, which is covered by the release under Section C.4 above, or (c) seek to have the Court annul, modify, or amend any part of this Stipulation without the prior written consent of the Banks.

E. ADEQUATE PROTECTION

1. As adequate protection for any diminution in the value of the Pre-Petition Liens in favor of the Banks securing the Pre-Petition Obligations caused by the Debtors' use of the Banks' Cash Collateral, to the extent the Debtors' use the Banks' Cash Collateral and such use diminishes the value of the Pre-Petition Collateral:

a. The Debtors hereby grant to the Banks replacement liens on and security interests in all of the Debtors' now existing and hereafter acquired real and personal property and assets, including, without limitation, equipment, motor vehicles, accounts, accounts receivable,

deposit accounts, equipment, goods, inventory, contracts, contract rights, claims, chattel paper, notes, instruments, tax refunds, insurance proceeds, files, records, securities, general intangibles, investment property, deposits, cash, all actions against any person or entity that is or becomes obligated to any Debtor (whether such action is commenced in this Court or any other court), and all cash and non-cash proceeds thereof (collectively, the "Post-Petition Collateral"), which replacement liens and security interests shall be deemed to be effective from the Petition Date; provided, however, that such replacement liens and security interests shall not attach to any claims or proceeds of claims for relief obtained pursuant to Chapter 5 of the Bankruptcy Code, if any.

b. Any diminution in the value of the Pre-Petition Liens in favor of the Banks securing the Pre-Prepetition Obligations caused by the Debtors' use of the Banks' Cash Collateral that is not compensated by Post-Petition Collateral or through Adequate Protection Payments (as defined hereinafter) shall constitute a cost and expense of administration in the Bankruptcy Cases in accordance with § 503(b)(1) of the Bankruptcy Code and shall have a superpriority status pursuant to § 507(b) of the Bankruptcy Code and, thus, shall be paid ahead of all other costs and expenses of administration of the Bankruptcy Cases, including, without limitation, those specified in §§ 503(b) or 507(b) of the Bankruptcy Code; but not ahead of fees payable pursuant to 28 U.S.C. § 1930.

2. The postpetition liens and security interests granted to the Banks pursuant to this Stipulation are perfected by operation of law upon the Court's approval of this Stipulation nunc pro tunc from the Petition Date without further action by the Banks. The Banks may, but shall not be required to, file any Uniform Commercial Code financing statements and record any additional documents in any jurisdiction or take any other or further action to validate or perfect the security interests and liens granted to them pursuant to and in accordance with this Stipulation. If the Banks deem it necessary or convenient, the Debtors shall execute and deliver to the Banks, or shall have executed and delivered to the Banks, all in form and substance reasonably satisfactory to the Banks, any other agreements, instruments, documents, or writings to evidence the terms of this Stipulation, the use of Cash Collateral, and/or the Banks' liens and security interests, and the Banks may request from time to time the execution and delivery of Uniform Commercial Code financing statements, continuation statements, amendments to financing statements, and any other agreements, instruments, and/or documents relating to the use of Cash Collateral and/or the security interests and liens granted hereunder. The Debtors authorize the execution and filing of all financing statements, amendments, continuations, and other agreements, instruments, and documents desired by the Banks for the perfection of the security interests and liens granted hereunder, and the Debtors agrees to a lifting of the automatic stay for the limited purpose of carrying out the purposes of this Section. Furthermore, the Debtors irrevocably authorize the filing of a carbon, photographic or other reproduction of this Stipulation as a financing statement and agree that such filing is sufficient as a financing statement subject to applicable state law.

3. All of the liens on and security interests in the Post-Petition Collateral granted hereunder are hereby deemed to be effective on and after the Petition Date, shall continue in full force and effect, and shall survive the termination of this Stipulation.

F. ADDITIONAL ADEQUATE PROTECTION

1. As additional adequate protection for the Debtors' use of Cash Collateral and as a further condition to the Banks' entry into this Stipulation:

a. The Debtors shall pay to the Banks all payments owed to the Banks as reflected on the Budget as and when due and payable (collectively, the "Adequate Protection Payments"), including, without limitation, (i) the regularly scheduled payments of interest on the Pre-Petition Line of Credit Loans at the applicable non-default rate of interest set forth in the Pre-Petition Line of Credit Loan Documents; (ii) the regularly scheduled payments of principal and interest on the Pre-Petition Term Loan in the amounts and at the applicable non-default rate of interest set forth in the Pre-Petition Term Loan Documents; (iii) the regularly scheduled payments of rent and/or principal and interest on the Pre-Petition Leases and/or Loans in the amounts and at the applicable non-default rate of interest set forth in the Pre-Petition Lease Documents; (iv) to the extent that the Debtors' fail to maintain insurance on the Pre-Petition Collateral and/or Post-Petition Collateral, all insurance premiums and other payments reasonably incurred by the Banks to adequately insure their interests in the Pre-Petition Collateral and/or Post-Petition Collateral; and (v) to the greatest extent permitted under the Bankruptcy Code, the reasonable costs and expenses of the Banks incurred in connection with the Bankruptcy Cases, the Pre-Petition Obligations, the preservation of the Banks' Pre-Petition Collateral and/or Post-Petition Collateral, the preparation and approval of this Stipulation, the preservation and protection of their rights hereunder, and the collection of the Indebtedness (as defined hereinafter) (collectively, the "Post-Petition Costs and Expenses"). As additional Adequate Protection Payments, the Debtors shall pay the Banks on or before January __, 2014, $2,500,000 to permanently reduce the principal balance of the Line of Credit Loans. Further, the Debtors may pay the Banks (but shall not be required to pay the Banks) additional principal reduction payments as the Debtors and the Banks agree, subject to notice and approval by the Official Committee of Unsecured Creditors.

b. At the Banks' request, the Debtors shall execute and deliver or cause to be delivered to the Banks and/or file with the appropriate offices, such documents, pleadings, instruments, agreements, financing statements, amendments, continuations, and/or other things reasonably deemed necessary by the Banks to implement the substance and intent of this Stipulation.

c. The Debtors shall continue to provide such annual, quarterly, and monthly reporting as they are obligated to provide the Banks pursuant to the Pre-Petition Documents. In addition, on each Friday, the Debtors shall provide the Banks, the United States Trustee and any Committee, if appointed, with a report listing (i) all of the Debtors' outstanding accounts receivable, an aging thereof, and a record of collections from the immediately preceding week, (ii) all of the Debtors' outstanding accounts payable, an aging thereof, and a record of payments from the immediately preceding week, (iii) an inventory report, and (iv) a cash flow statement showing actual operations on a weekly basis and comparing actual results to budgeted items of operation for all prior periods.

d. The Debtors shall provide the Banks and the Banks' consultants, if any, with full and complete access to all financial books, records, and files (whether such information is stored on any computer or disk) to, among other things, verify cash receipts, collateral levels, and results of operations, and the Banks and the Banks' consultants, if any, shall be entitled to share such information with the Banks' attorneys.

e. All Post-Petition Collateral and all Pre-Petition Collateral shall secure all Indebtedness. For the purpose of this Stipulation, "Indebtedness" shall mean all of the Debtors' obligations to the Banks arising under this Stipulation and the Pre-Petition Documents, including, without limitation, the Pre-Petition Obligations, the Cash Collateral used by the Debtors, and the Post-Petition Costs and Expenses, specifically excluding default rates of interest, late fees, penalties, and similar default related charges.[1]

f. Each Debtor hereby waives and agrees that it (and no entity or person claiming by, through, or under it or its estate) shall assert any claim whatsoever against the Pre-Petition Collateral and/or Post-Petition Collateral, either directly or indirectly, pursuant to § 506(c) of the Bankruptcy Code or otherwise.

G. EVENTS OF DEFAULT AND TERMINATION.

1. The occurrence of any of the following shall constitute an event of default hereunder (an "Event of Default"):

a. Any Debtor shall fail to keep, observe, or perform any of its agreements or undertakings hereunder including, without limitation, all payment and covenant requirements and reporting provisions contained herein;

b. Any Debtor shall knowingly furnish or knowingly make any false, inaccurate, or incomplete representation, warranty, certificate, report, or summary in connection with or under this Stipulation;

c. Any Debtor shall contest any Pre-Petition Obligation, Pre-Petition Document, or Pre-Petition Lien or other lien or security interest of the Banks, file any claim, complaint, adversary proceeding, suit, demand, action, or cause of action against the Banks, or shall seek to have the Court annul, modify, or amend any part of this Stipulation without the prior written consent of the Banks;

d. Any Debtor shall suffer the appointment of a trustee or examiner;

e. Any Debtor's chapter 11 case is converted to a case under chapter 7 of the Bankruptcy Code or any Debtor files a motion to convert its chapter 11 case to a case under chapter 7 of the Bankruptcy Code;

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1 The Banks reserve and preserve their rights to claim entitlement to all such amounts, and the Debtors reserve and preserve their rights to oppose any such claim.

f. Any Debtor shall contract or agree to sell any of its real or personal property or assets, outside of the ordinary course of business, which are subject to the Banks' liens and/or security interests, without the prior written consent of the Banks or Court approval;

g. Any Debtor shall pledge or file a motion to pledge any of its real or personal property or assets to any entity other than the Banks, whether pursuant to § 364 of the Bankruptcy Code or otherwise, or allow, voluntarily or involuntarily, any liens or security interests to attach to a material portion of their respective assets other than liens and security interests existing as of this Stipulation; or

h. The seizure or forfeiture of any material portion of the Pre-Petition Collateral and/or Post-Petition Collateral by any governmental authority.

2. Upon the Termination Date (as a result of the occurrence of an Event of Default or otherwise), this Stipulation shall automatically and immediately terminate, and unless otherwise ordered by the Court, the Debtors' right to use Cash Collateral shall automatically and immediately terminate. Upon the Termination Date, the Banks may seek relief from any stay under § 362 or § 105 of the Bankruptcy Code or other restriction in the enforcement of their liens and security interests under the Pre-Petition Documents and/or this Stipulation. The Banks and Debtors agree that the Banks may seek a hearing before the Court to consider the entry of such order upon three (3) business days after certification by the Banks of an Event of Default to the Debtors, the United States Trustee, any Committee or the Debtors' 20 largest unsecured creditors, any creditors who assert an interest in Cash Collateral, any taxing authorities to which the Debtors are indebted, and any parties requesting notice under Fed. R. Bankr. P. 2002, and the Debtors reserve all rights to object to any request of the Banks for relief from any stay under § 362 or § 105 of the Bankruptcy Code or otherwise.

H. MISCELLANEOUS.

1. The Debtors' representations, warranties, acknowledgments, waivers, and releases set forth in this Stipulation shall survive the termination hereof.

2. The rights, powers, and remedies of the Banks provided in this Stipulation and the Pre-Petition Documents are cumulative and not exclusive of any right, power, or remedy provided by law or equity. No failure or delay on the part of the Banks in the exercise of any right, power, or remedy shall constitute a waiver of such right, power, or remedy.

3. This Stipulation constitutes the sole agreement of the Banks and Debtors with respect to the subject matter hereof and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

4. No amendment or extension of this Stipulation, and no waiver of any one or more of the provisions hereof, shall be effective unless set forth in writing and signed by the Banks and Debtors.

5. This Stipulation: (a) shall be binding on the Debtors and Banks and, where applicable, their respective predecessors, successors, agents, and permitted assigns (including, as to the Debtors, any trustee); and (b) shall inure to the benefit of the Debtors and Banks and, where applicable, their respective predecessors, successors, agents, and permitted assigns; provided, however, that the Debtors may not assign their rights hereunder without the written consent of the Banks, and any such assignment or attempted assignment by the Debtors shall be void and of no effect with respect to the Banks.

6. The performance of the Banks and Debtors obligations under this Stipulation are expressly conditioned upon the approval by the Court of this Stipulation.

7. The Debtors and Banks represent and warrant to each other that this Stipulation has been duly and validly executed and delivered and that the Stipulation constitutes a valid and legally binding obligation subject only to approval by the Court.

8. No rights are intended to be created hereunder for the benefit of any third party, donee, creditor, or incidental beneficiary.

9. Except as expressly provided herein, the parties' execution of this Stipulation shall not be deemed to constitute a waiver of any of their respective rights or remedies under the Bankruptcy Code or other applicable law. By way of amplification, but not limitation, the Banks are not waiving any of their rights and remedies with respect to any of their claims, rights, liens, security interests, or remedies under or contained in the Pre-Petition Documents. In addition, the Banks do not waive any right to seek additional adequate protection in the future or to object to, or refuse any request of the Debtors or any trustee appointed in the bankruptcy cases, for consent to, the use, sale, or other disposition of any Pre-Petition Collateral or Post-Petition Collateral, and/or the use, sale, or other disposition of other property or assets of the Debtors.

10. This Stipulation shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania and the parties agree that the Court shall have jurisdiction to interpret and enforce this Stipulation.

11. This Stipulation may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Stipulation.

12. A further hearing to consider whether the Debtors' use of Cash Collateral can be extended beyond February 28, 2014 shall be held on **February 26, 2014 at 1:30 p.m. before the Honorable Stephen Raslavich, United States Bankruptcy Judge, in Courtroom No. 4, Robert N.C. Nix Sr. Federal Building, 900 Market Street, Philadelphia, PA 19107.**

13. Notwithstanding Rule 6004(h) of the Federal Rules of Bankruptcy Procedure or any other Bankruptcy Rule, this Stipulation shall take effect immediately upon its entry.

14. The Court shall retain exclusive jurisdiction to enforce and interpret the terms of this Stipulation.

IN WITNESS WHEREOF, the Debtors and Banks, by and through their counsel, have caused this Stipulation to be executed on the date set forth above.

By: *John E. Kaskey*
John E. Kaskey, Esquire
BRAVERMAN KASKEY PC
1650 Market Street
56th Floor
Philadelphia, PA 19103

Proposed Counsel for the Debtors

By: *Matthew E. Tashman*
Matthew E. Tashman, Esquire
Brian M. Schenker, Esquire
REED SMITH LLP
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103

Counsel for the Banks

So ORDERED, this **24th** day of January 2014.

Honorable Stephen Raslavich
United States Bankruptcy Judge

EXHIBIT A

BUDGET

CASH FLOW FORECAST							
WORLD IMPORTS LTD							
16-Jan-14	2	3	4	5	6	7
	Week End	Week End	Week End	Week End	Week End	Week End
	1/24/2014	1/31/2014	2/7/2014	2/14/2014	2/21/2014	2/28/2014
BEG. CASH BALANCE	$ 3,203,240	$ 1,083,194	$ 1,446,612	$ 1,692,207	$ 1,140,629	$ 1,233,350
Plus Receipts						
A/R's	$ 400,000	$ 400,000	$ 300,000	$ 100,000	$ 100,000	$ 100,000
Transfers to/from account						
Rent Income - NJ						
Other (Sale of Trucks (2) to MBG Services)						
TOTAL RECEIPTS	$ 400,000	$ 400,000	$ 300,000	$ 100,000	$ 100,000	$ 100,000
Less Disbursements - Fixed:						
Payroll	$ 14,062	$ 14,062	$ 4,467	$ 4,467	$ 4,467	$ 4,467
Payroll Taxes	$ 984	$ 984	$ 313	$ 313	$ 313	$ 313
Payroll Retention	$ -	$ -	$ -	$ -	$ -	$ -
Commissions	$ -	$ -	$ 10,000	$ -	$ -	$ -
Rent	$ -	$ -	$ 19,625	$ -	$ -	$ -
Utilities	$ -	$ -	$ -	$ 5,000	$ -	$ -
Winthrop Apprise Lease	$ -	$ -	$ -	$ 22,651	$ -	$ -
Car Lease(s)	$ -	$ -	$ -	$ 1,840	$ -	$ -
PNC Forklifts	$ -	$ -	$ -	$ 1,088	$ -	$ -
PNC Hardware Guns Lease	$ -	$ -	$ -	$ 8,365	$ -	$ -
PNC Master lease Equipment	$ -	$ -	$ -	$ 1,354	$ -	$ -
Ryder Truck Lease (4)	$ -	$ -	$ -	$ -	$ -	$ -
Total Disbursements - Fixed	$ 15,046	$ 15,046	$ 34,405	$ 45,078	$ 4,780	$ 4,780
Less Disbursements - Inventory						
Warehouse Inventory on Water	$ -	$ -	$ -	$ -	$ -	$ -
Direct Orders on Water	$ -	$ -	$ -	$ -	$ -	$ -
Freight Forwarder	$ -	$ -	$ -	$ -	$ -	$ -
Total Disbursements - Inventory	$ -	$ -	$ -	$ -	$ -	$ -
Less Disbursements - G&A						
Credit Cards	$ -	$ -	$ -	$ 2,000	$ -	$ -
Insurance/Health	$ -	$ -	$ -	$ -	$ -	$ -
ACH Debits (pr fees, fuel, 401K)	$ -	$ -	$ -	$ -	$ -	$ -
Freight a)	$ -	$ -	$ -	$ -	$ -	$ -
Computer Expense	$ -	$ -	$ -	$ 1,000	$ -	$ -
Show Expense	$ -	$ -	$ -	$ -	$ -	$ -
Catalog / Advertising	$ -	$ -	$ -	$ -	$ -	$ -
Bank Charges	$ -	$ -	$ -	$ 1,000	$ -	$ -
Property Taxes	$ -	$ -	$ -	$ -	$ -	$ -
China Office	$ -	$ -	$ -	$ -	$ -	$ -
Malaysia Office	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ -	$ -	$ -	$ -	$ -	$ -
Deposit to Wei Cheng	$ -	$ -	$ -	$ -	$ -	$ -
Transfer Costs	$ -	$ -	$ -	$ -	$ -	$ -
Utility Deposits	$ -	$ -	$ -	$ -	$ -	$ -
US Trustee Fee	$ -	$ 13,650	$ -	$ -	$ -	$ -
Other	$ 5,000	$ 5,000	$ 5,000	$ 2,500	$ 2,500	$ 2,500
Total Disbursements - G&A	$ 5,000	$ 18,650	$ 5,000	$ 6,500	$ 2,500	$ 2,500
Less Disbursements - Debt						
Debt - P&I - PNC	$ -	$ -	$ 15,000	$ -	$ -	$ -
LOC Paydown	$ 2,500,000	$ -	$ -	$ 600,000	$ -	$ -
Debt - Equip Lease	$ -	$ -	$ -	$ -	$ -	$ -
Asset Acquisitions	$ -	$ -	$ -	$ -	$ -	$ -
Beane Associates	$ -	$ -	$ -	$ -	$ -	$ -
Reed Smith	$ -	$2,885.50	$ -	$ -	$ -	$ -
Total Disbursements - Debts	$ 2,500,000	$ 2,886	$ 15,000	$ 600,000	$ -	$ -
TOTAL DISBURSEMENTS	$ 2,520,046	$ 36,582	$ 54,405	$ 651,578	$ 7,280	$ 7,280
ENDING CASH	$ 1,083,194	$ 1,446,612	$ 1,692,207	$ 1,140,629	$ 1,233,350	$ 1,326,070

World Imports Ltd.
CASH FLOW FORECAST
11000, LLC

	Week End 1/17/2014	Week End 1/24/2014	Week End 1/31/2014	Week End 2/7/2014	Week End 2/14/2014	Week End 2/21/2014	Week End 2/28/2014
BEG. CASH BALANCE	$ 166,482	$ 166,032	$ 166,032	$ 150,451	$ 190,154	$ 183,154	$ 182,729
Plus Receipts							
A/R's	$ -	$ -	$ -	$ 62,709	$ -	$ -	$ -
TOTAL RECEIPTS	$ -	$ -	$ -	$ 62,709	$ -	$ -	$ -
Less Disbursements - Fixed:							
Payroll	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Commissions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Leased/Financed	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rent	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payment Commitments	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Disbursements - Fixed	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Less Disbursements - Inventory							
Inventory on Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Direct Orders on Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -
OEC	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Disbursements - Inventory	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Less Disbursements - G&A							
Real Estate Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ 142,000
Insurance/Health	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal/Professional	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ACH Debits (pr fees, fuel, 401K)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ 7,000	$ -	$ -
Total Disbursements - G&A	$ -	$ -	$ -	$ -	$ 7,000	$ -	$ 142,000
Less Disbursements - Debt							
Debt - P&I - PNC	$ 450	$ -	$ -	$ 13,916	$ -	$ 425	$ -
Debt - PIDA	$ -	$ -	$ -	$ 9,090	$ -	$ -	$ -
Braverman Kaskey (Approved Fee Applic	$ -	$ -	$ 14,606	$ -	$ -	$ -	$ -
US Trustee	$ -	$ -	$ 975	$ -	$ -	$ -	$ -
Total Disbursements - Debts	$ 450	$ -	$ 15,581	$ 23,006	$ -	$ 425	$ -
TOTAL DISBURSEMENTS	$ 450	$ -	$ 15,581	$ 23,006	$ 7,000	$ 425	$ 142,000
ENDING CASH	$ 166,032	$ 166,032	$ 150,451	$ 190,154	$ 183,154	$ 182,729	$ 40,729