



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

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The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 22, 2016


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re: § **Chapter 11**
§
BFN Operations LLC, et. al., § **Case No.: 16 - 32435**
§
Debtors. § **(Jointly Administered)**

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN
POSTPETITION FINANCING ON A SECURED, SUPERPRIORITY BASIS AND (B)
USE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION, (III)
SCHEDULING A FINAL HEARING, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”) of the above-captioned debtors¹ (each a “Debtor” and collectively, the “Debtors”) for interim and final orders, under sections 105, 361, 362, 363, and 364, of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002 and 4001 of Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local

¹ The five debtors in these chapter 11 cases (each a “**Debtor**” and collectively, the “**Debtors**”) and the last four digits of each Debtor’s federal tax identification number are as follows: BFN Operations LLC (3891) (“**BFN Operations**”); BFN Properties LLC (4117) (“**BFN Properties**”); BFN Holdings, LLC (3817) (“**BFN Holdings**”); BFN Property Management LLC (4048) (“**BFN Management**”); and BFN Investment Holdings LLC (6330) (“**BFN Investment**”). The Debtors’ principal place of business is located at 8700 Freepport Parkway, Ste. 100, Irving, Texas 75063.

Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the “Local Bankruptcy Rules”) seeking, among other things:

(1) authority pursuant to Bankruptcy Code sections 363 and 364(c) and (d) to obtain debtor-in-possession secured financing (the “DIP Facility”) pursuant to the following terms and agreements (collectively, the “DIP Financing Documents”): (a) this Order, and any final order entered by this Court approving the Motion and DIP Facility (the “Final Order”), (b) the Senior Secured Superpriority, Debtor-in-Possession Revolving Credit and Security Agreement, attached to the Motion as Exhibit C, as amended, modified, and/or supplemented at or before the Final Hearing (as such term is defined below) and presented to this Court (the “DIP Credit Agreement”),² by and among BFN Operations LLC, BFN Properties LLC, the other Guarantors party thereto, which such guarantors – BFN Holdings LLC, BFN Property Management LLC, and BFN Investment Holdings LLC – are debtors in these jointly administered bankruptcy cases, and PNC Bank, N.A. (“PNC”), as administrative agent (the “DIP Agent”) and lender (the “DIP Lender,”), and (c) all other agreements executed or contemplated to be executed in connection with the DIP Credit Agreement, including, without limitation, any guarantys, guarantor security agreements, and all Other Documents (as such term is defined in the DIP Credit Agreement);

(2) the grant to the DIP Agent, for the benefit of itself and the DIP Lender, of superpriority administrative claim status pursuant to Bankruptcy Code sections 364(c)(1) and 507(b) in accordance with the terms of this Order;

(3) authorization for the Debtors’ use of cash collateral whenever or wherever acquired, and the proceeds of all collateral pledged to the Pre-Petition Lenders (defined below), as contemplated by Bankruptcy Code section 363 in accordance with the terms set forth herein;

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DIP Credit Agreement or the Motion, as applicable.

(4) a grant of adequate protection to the Pre-Petition Agent, Term Loan Agent, and Pre-Petition Lenders under and in connection with the Pre-Petition Credit Agreement and Pre-Petition Loan Documents (as defined below) in accordance with the terms set forth herein;

(5) modification of the automatic stay to the extent hereinafter set forth and waiving the 14-day stay provisions of Bankruptcy Rules 4001(a)(3) and 6004(h); and

(6) a Final Hearing on the Motion for entry of an order authorizing the DIP Facility and use of cash collateral on a final basis.

Notice of the Motion, the relief requested therein, and the Interim Hearing (as defined below) (the “Notice”) having been served by the Debtors in accordance with Bankruptcy Rule 4001 on: (i) the counsel for the DIP Agent and the DIP Lender and counsel for the Pre-Petition Agent and Pre-Petition Lenders; (ii) the United States Trustee for the Northern District of Texas (the “U.S. Trustee”); (iii) the holders of the twenty (20) largest unsecured claims against the Debtors’ estates; (iv) all parties known to the Debtors who hold any liens or security interest in the Debtors’ assets who have filed UCC-1 financing statements against any of the Debtors, or who, to any Debtor’s knowledge, have asserted any liens on any of such Debtor’s assets; (vi) the Internal Revenue Service and all taxing authorities of states in which the Debtors are doing business; (vii) certain other parties identified in the certificates of service filed with this Court.

Pursuant to Bankruptcy Rule 4001, this Court held an interim hearing with respect to the Motion on June 20, 2016 (the “Interim Hearing”).

After the Motion and the proceedings before this Court at the Interim Hearing; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved, or overruled by this Court as reflected on the record established by the Debtors at the Interim Hearing;

THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. Petition Date. On June 17, 2016 (the "Petition Date"), the Debtors each commenced a case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code;⁴

B. Debtor in Possession. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108, and no trustee or examiner has been appointed;

C. Notice. In light of the circumstances, the Debtors gave due and sufficient notice of the Motion pursuant to the Bankruptcy Rules and Local Bankruptcy Rules;

D. Jurisdiction and Venue. This Court has core jurisdiction over the Debtors' bankruptcy cases, the Motion, and the parties and property affected by this Order pursuant to 28 U.S.C. §§ 157(b) and 1334, and venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409;

E. Statutory Committee Formation. As of the date hereof, the United States Trustee has not appointed an official committee of unsecured creditors in this matter pursuant to Bankruptcy Code section 1102 (a "Statutory Committee");

F. Debtors' Stipulations. The Debtors have admitted, represented and stipulated, without prejudice to the rights of third parties or any Statutory Committee (if any) set forth in this Order, the following (collectively, the "Stipulations"):

(1) *Pre-Petition Loan Documents and Obligations.* As of the Petition Date, the Debtors were parties to that certain Amended and Restated Revolving Credit, Term

³ To the extent, any findings of fact constitute conclusions of law, they are adopted as such, and vice versa, pursuant to Fed. R. Bankr. P. 7052.

⁴ Unless otherwise noted, all statutory references are to the Bankruptcy Code.

Loan and Security Agreement dated as of May 22, 2015 (such agreement, as amended and in effect on the Petition Date, the “Pre-Petition Credit Agreement”, and together with all other documents, instruments, and agreements delivered in connection with the Pre-Petition Credit Agreement, as amended and in effect on the Petition Date, the “Pre-Petition Loan Documents”) with PNC Bank, N.A. as administrative agent (in such capacity, the “Pre-Petition Agent”), Crystal Financial LLC as term loan agent (in such capacity, the “Term Loan Agent”) and the other lenders party thereto (each such lender, in such capacity, a “Pre-Petition Lender” and collectively, the “Pre-Petition Lenders”), pursuant to which Pre-Petition Loan Documents (a) the Debtors were indebted to the Pre-Petition Agent, Term Loan Agent, and Pre-Petition Lenders, without defense, counterclaim, recoupment, or offset of any kind, in the approximate non-contingent liquidated amount of no less than \$110,692,454.86 as of June 16, 2016, plus prepetition interest, fees, expenses, and other amounts arising in respect of such obligations existing immediately prior to the Petition Date, which obligations were subject to valid, binding, and irrevocable guarantys of payment by Debtors BFN Holdings LLC, BFN Property Management LLC, and BFN Investment Holdings LLC (such Debtors, the “Guarantor Debtors” and the obligations of the Debtors and Guarantor Debtors under the Pre-Petition Credit Agreement and other Pre-Petition Loan Documents, collectively, the “Pre-Petition Obligations”), for which the Guarantor Debtors have no defenses, counterclaims, recoupments, or offsets of any kind, and (b) such Pre-Petition Obligations were secured by valid, enforceable, properly perfected, first priority (except with respect to the Second Lien Collateral⁵), and unavoidable liens on and security interests (the “Pre-Petition

⁵As that term is defined in the Amended and Restated Intercreditor Agreement, entered into as of May 22, 2015, by and among PNC Bank, N.A., Triangle Capital Corporation, and certain of the Debtors, as such agreement was

Liens”) encumbering substantially all assets of the Debtors, as set forth in the Pre-Petition Credit Agreement and Pre-Petition Loan Documents (the “Pre-Petition Collateral”);

(2) *DIP Lender’s Terms of Financing.* The DIP Lender is willing to provide postpetition financing to the Debtors through the DIP Facility as set forth in the DIP Financing Documents;

(3) *Cash Collateral.* The Pre-Petition Agent, Term Loan Agent, and Pre-Petition Lenders consent to the Debtors’ use of the Pre-Petition Collateral and cash collateral (as such term is defined in Bankruptcy Code section 363(a)) only upon the conditions contained in this Order, the DIP Credit Agreement, and other DIP Financing Documents;

(4) *No Claims Against Pre-Petition Agents and Lenders.* The Debtors and other Credit Parties (as such term is defined in the Pre-Petition Credit Agreement) possess no claims, offsets, or other rights, or causes of action against the Pre-Petition Agent, Term Loan Agent, or Pre-Petition Lenders of any kind, including, but not limited to, any claims, offsets, or other rights or causes of action that would in any manner impair, reduce, or otherwise modify the Pre-Petition Obligations or the validly perfected Pre-Petition Liens upon the Pre-Petition Collateral;

(5) *Validity and Non-Disturbance of Pre-Petition Obligations.* The Pre-Petition Obligations constitute valid, binding obligations of the Debtors and Credit Parties (as such term is defined in the Pre-Petition Credit Agreement), enforceable in accordance with their terms, and the Debtors and/or Credit Parties (as such term is defined in the Pre-Petition Credit Agreement) will not assert any claims, counterclaims, setoffs, or defenses of any kind or nature, which in any way would affect the validity and

amended and in effect as of the Petition Date

enforceability of any of the Pre-Petition Obligations and/or the Pre-Petition Liens of the Pre-Petition Agent, Term Loan Agent, and Pre-Petition Lenders upon the Pre-Petition Collateral, or which would in any way reduce the obligation of the Debtors or any other Credit Party (as such term is defined in the Pre-Petition Credit Agreement) to pay in full all of the Pre-Petition Obligations;

(6) *Costs of Estate Administration.* The Debtors reasonably and in good faith believe that the use of the Cash Collateral (as defined below) and the loans, advances, and other financial accommodations to be obtained pursuant to the DIP Facility are sufficient to fund all projected legitimate and allowable expenses of their Chapter 11 Cases from the Petition Date through the period to which the Approved Budget pertains

(7) *No Identified Challenge Actions.* The Debtors represent and warrant that, prior to the Petition Date, they undertook a review of the Pre-Petition Liens of the Pre-Petition Agent and Term Loan Agent and did not identify any meritorious Challenge Actions (as defined below); and

(8) *Authorization.* Each Debtor is a duly organized, validly existing limited liability company and has the requisite power and authority to own, lease, and operate its property, including, without limitation, the DIP Collateral. Each Debtor has the requisite power and authority to enter into, execute, deliver, and perform its obligations under the DIP Credit Agreement, other DIP Financing Documents, and this Order and to incur the obligations provided for thereon. Except as may be explicitly required in the DIP Financing Documents, no consent or waiver of, filing with, authorization, approval or other action by any shareholder, any federal, state, or other governmental authority or regulatory body or any other person (other than the DIP Agent), which has not already

been obtained or done, is required in connection with the execution, delivery, and performance by the Debtors of any of the documents required as a condition to the validity or enforceability of the DIP Financing Documents, other than entry by this Court of this Order.

G. Inability to Obtain Unsecured Credit. The Debtors are unable to obtain sufficient levels of unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense necessary to maintain and conduct their businesses;

H. Inability to Obtain Alternate Secured Credit. The Debtors are unable to obtain secured credit on more favorable terms than under the terms and conditions provided in this Order and the other DIP Financing Documents;

I. Cash Collateral. All cash of the Debtors, wherever located on the Petition Date, represents (i) proceeds of loans or other financial accommodations provided to Debtors by the Pre-Petition Lenders under the Pre-Petition Credit Agreement and Pre-Petition Loan Documents; or (ii) proceeds of Pre-Petition Collateral. All such funds (the "Cash Collateral") constitute cash collateral within the meaning of Bankruptcy Code section 363;

J. Best Interests of Estates. It is in the best interest of Debtors' estates that the Debtors be allowed to enter into the DIP Facility to obtain postpetition secured financing from the DIP Agent and DIP Lender, and use the Pre-Petition Collateral and Cash Collateral subject to and in accordance with the terms of this Order and the other DIP Financing Documents, and to grant adequate protection to the Pre-Petition Agent, Term Loan Agent, and Pre-Petition Lenders on account of the Pre-Petition Obligations, on an interim basis under the terms and conditions set forth herein and in the DIP Financing Documents, as such is necessary to avoid immediate and irreparable harm to the Debtors' estates pending the Final Hearing;

K. Good Faith. The extension of credit and financial accommodations under the DIP Financing Documents are fair, reasonable, in good faith, negotiated at arm's length, reflect the Debtors' exercise of prudent business judgment, and are supported by reasonably equivalent value and fair consideration and the DIP Lender is entitled to the protections of Bankruptcy Code section 364(e);

L. Immediate Need for DIP Facility. The Debtors require access to the funding available under the DIP Facility and the DIP Financing Documents to satisfy administrative expenses associated with the operation of their businesses as going concerns and other costs relating to the administration of the Chapter 11 Cases, and to avoid immediate and irreparable harm to the Debtors' estates pending the Final Hearing;

M. Necessity of DIP Facility Terms. The terms of the DIP Financing Documents and this Order assuring that the liens and the various claims, superpriority claims, and other protections granted in this Order will not be affected by any subsequent reversal or modification of this Order or any other order, as provided in Bankruptcy Code section 364(e), which is applicable to the postpetition financing arrangement contemplated in the DIP Financing Documents and the use of Cash Collateral contemplated by this Order, are necessary in order to induce the DIP Agent and DIP Lender to provide postpetition financing to the Debtors and to induce the Term Loan Agent and Pre-Petition Lenders to consent to the terms of the postpetition financing and use of Pre-Petition Collateral, including Cash Collateral; and

N. Good Cause for Entry to Avoid Immediate and Irreparable Harm. Good and sufficient cause has been shown for immediate entry of this Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). Absent granting the relief set forth in this Order, the Debtors and their estates will be immediately and irreparably harmed. Entry of this Order, consummation of

the financing under the DIP Facility and the use of Pre-Petition Collateral, including Cash Collateral, in accordance with this Order and the DIP Financing Documents are in the best interests of the Debtors, their estates and their creditors.

Based upon the foregoing, and after due consideration and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. DIP Facility Approval. The Motion is granted, to the extent specified below, on an interim basis effective as of the Petition Date. The Debtors are authorized, pursuant to Bankruptcy Code sections 363 and 364, to enter into the DIP Facility pursuant to the DIP Credit Agreement and other DIP Financing Documents, to execute such other and additional documents necessary or desired to implement the DIP Facility or the DIP Financing Documents, to obtain postpetition secured financing from the DIP Agent and DIP Lender, in an amount of up to \$35,000,000 (the “Maximum DIP Advance Amount”), and to use the Pre-Petition Collateral, Cash Collateral, and the proceeds and products thereof, pursuant to the terms and conditions of the DIP Financing Documents and this Order (with such changes, if any, as were authorized to be made as amendments to the DIP Financing Documents in accordance with this Order) to avoid immediate and irreparable harm to the Debtors’ estates pending the Final Hearing. The Debtors shall use the advances obtained under the DIP Facility and the DIP Collateral (including Cash Collateral) only for the purposes and in the amounts set forth in the DIP Credit Agreement attached to the Motion as Exhibit C and the budget attached to the Motion as Exhibit B (the “Approved Budget”), which was approved by the DIP Agent and Term Loan Agent (acting at the direction of the Required Term Loan Lenders (as such term is defined in the Pre-Petition Credit Agreement, the “Required Pre-Petition Term Loan Lenders”)), with any subsequent Approved Budgets either (i) approved by the DIP Agent and Term Loan Agent (acting at the direction of

the Required Pre-Petition Term Loan Lenders), in writing, or (ii) approved by further order of the Court. The Approved Budget may be further modified and amended from time to time only with either (i) the consent of the DIP Agent and Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders); or (ii) further order of the Court. The DIP Agent and DIP Lender shall have no obligation to make DIP Facility advances in excess of the amounts and times set forth in the DIP Credit Agreement and other DIP Financing Documents, and shall not make any DIP Facility advances in excess of the Maximum DIP Advance Amount and times set forth in the DIP Credit Agreement and other DIP Financing Documents, and may not increase the Maximum DIP Advance Amount without either (i) the written consent of the Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders); or (ii) further order of the Court.

2. DIP Facility Obligations. The DIP Financing Documents shall constitute and evidence the validity and binding effect of the Debtors' obligations under the DIP Facility, which DIP Facility obligations shall be enforceable against the Debtors, their estates, and any successors thereto, including, without limitation, any trustee appointed in any of the Debtors' cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any such cases, or in any other proceedings superseding or related to any of the foregoing. The Debtors shall be jointly and severally liable for repayment of any DIP Facility funds advanced pursuant to the DIP Financing Documents, together with interest thereon, at the times and in the amounts set forth in the DIP Financing Documents.

3. DIP Facility Budget. With respect to the Approved Budget:

(a) (i) beginning with week ending on July 8, 2016, and at the end of each successive one (1) week period thereafter, actual cash receipts for each line item within the

Approved Budget for the cumulative period from the Petition Date to the end of such weekly period shall not be less than 90% of the budgeted total cash receipts for such line item during such cumulative period and (ii) beginning with the week ending on July 8, 2016, and at the end of each successive one (1) week period thereafter, each Approved Budget line item for cash disbursements from operations (other than Professional Fees) during the cumulative period from the Petition Date to the end of the current weekly period for such Approved Budget line item shall not be more than 110% of the budgeted cash disbursements from operations for such Approved Budget line item during such cumulative period;

(b) for all Professional Fees for each Professional (as defined below) within the Approved Budget, the Debtors shall not allow actual disbursements for each Professional Fee line item (and each Professional receiving Professional Fees shall be reflected on its own line item) to be more than the budgeted disbursements for such Professional Fee line item during the cumulative period from the Petition Date to the end of the current weekly Approved Budget period;

(c) Notwithstanding the Approved Budget limits for the line item titled “Critical Vendors, Shippers, Royalties” (such line item, the “Critical Vendor Line Item”), in the event that (i) the Term Loan Agent and DIP Agent have each provided their express, written consent to additional expenditures that would properly be placed within the Critical Vendor Line Item, or the Debtors have obtained further order of the Court authorizing additional Critical Vendor Line Item expenditures beyond the amounts set forth in the Approved Budget (subject to the \$3,264,000 limit below) (such expenditures, “Approved Supplemental Critical Vendor Payments”); (ii) no Event of Default has occurred or is continuing; and (iii) sufficient availability exists under the DIP Facility to fund such Approved Supplemental Critical Vendor Payments;

then the Approved Budget shall be deemed automatically modified in a manner that would allow the Debtors to use DIP Facility funds to satisfy such Approved Supplemental Critical Vendor Payments, and any Approved Budget variances for the Critical Vendor Line Item shall be computed on a *pro forma* basis, after giving effect to the Approved Supplemental Critical Vendor Payments. In no event shall the aggregate amount of Approved Supplemental Critical Vendor Payments exceed \$3,264,000; and

(d) Notwithstanding anything to the contrary in any DIP Financing Documents:

(i) the budget variances identified in (a) above may not be changed without the consent of the DIP Agent and the Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders), (ii) a report detailing such variances must be delivered to the DIP Agent and Term Loan Agent on or before the third (3rd) business day of each week, commencing on the first full week following the Petition Date, and (iii) any fees payable to professionals of the DIP Agent or the Term Loan Agent shall not be limited by the Approved Budget.

4. Use of DIP Facility Proceeds and Cash Collateral.

Proceeds of the DIP Facility shall be used solely for the following purposes (and to the extent identified in the Approved Budget): (a) to fund post-petition operating expenses and working-capital needs of the Debtors, including, but not limited to, those activities required to remain in, or return to compliance with, laws in accordance with 28 U.S.C. § 1930 in accordance with the Approved Budget or as approved by the DIP Agent and Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders); (b) to pay (x) interest, fees and expenses to the DIP Agent and (y) fees and expenses to the Term Loan Agent, in each case, in accordance with the DIP Financing Documents and/or the Pre-Petition Credit Agreement (to the extent required under the DIP Financing Documents) and other Pre-Petition Loan Documents (to

the extent required under the DIP Credit Agreement) (whether or not such amounts are reflected in the Approved Budget); (c) to fund fees and expenses incurred in connection with the 363 Sale (as defined in the DIP Credit Agreement), subject to the reasonable consent of the DIP Agent and Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders) in writing or as set forth in the Approved Budget; (d) to pay permitted pre-petition claim payments and adequate protection payments approved by DIP Agent and Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders) in writing or set forth in the Approved Budget, if any; (e) to pay Professional Fees (as defined in the DIP Credit Agreement) and expenses provided for in the Approved Budget; and (f) to pay certain other costs and expenses of administration of the Chapter 11 Cases (as defined in the DIP Credit Agreement) as approved by the DIP Agent and Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders).

No proceeds of the DIP Facility or Cash Collateral shall be used to (a) permit the Debtors, or any other party-in-interest or their representatives to challenge, investigate, or otherwise contest or institute any proceeding to determine (or support any other person or entity in contesting or challenging) (i) the validity, perfection, or priority of any security interests in favor of the Pre-Petition Lenders, Pre-Petition Agent, Term Loan Agent, DIP Agent, or the DIP Lender, or (ii) the enforceability of the obligations of any of the Debtors or any Guarantor (as such term is defined in the Pre-Petition Credit Agreement) under the Pre-Petition Credit Agreement, any other Pre-Petition Loan Documents, the DIP Credit Agreement, or any other DIP Financing Documents, (b) investigate, commence, prosecute, or defend (or support any other person or entity in investigating, commencing, prosecuting, or defending) any claim, motion, proceeding, or cause of action against the Pre-Petition Lenders, the Pre-Petition Agent,

the Term Loan Agent, the DIP Agent, or the DIP Lender and their agents, attorneys, employees, advisors, or representatives including, without limitation, any lender liability claims or subordination claims, (c) investigate, commence, prosecute, or defend (or support any other person or entity in investigating, commencing, prosecuting, or defending) any claim or proceeding or cause of action to disallow or challenge the obligations of the Debtors under the Pre-Petition Credit Agreement, any other Pre-Petition Loan Documents, or the DIP Financing Documents, (d) fund acquisitions, capital expenditures, capital leases, or any other similar expenditure other than capital expenditures specifically set forth in the Approved Budget and approved by the DIP Agent and Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders), or (e) for any other purpose for which the Carve-Out (as defined below) may not be used; provided, however, that a Statutory Committee (if any) shall, subject to entry of the Final Order, be allowed to use proceeds of the DIP Facility in an amount not to exceed fifty thousand dollars (\$50,000) to investigate the liens and claims of the Pre-Petition Agent, Term Loan Agent, and Pre-Petition Lenders pursuant to the Pre-Petition Loan Documents (the “Committee Budget”), and, notwithstanding anything herein to the contrary, for the avoidance of doubt, the Debtors’ professionals may use proceeds of the DIP Facility, Cash Collateral, and the Carve-Out to comply with any information requests made by a Committee or other party in interest during any such investigation authorized in this Order.

5. DIP Facility Advances. Pursuant to Bankruptcy Code sections 363 and 364(c) and (d), the DIP Facility funds advanced pursuant to the terms of this Order and the DIP Financing Documents (collectively, the “DIP Facility Advances”) shall be allowed administrative expenses of the Debtors’ estates, but subject to the Carve-Out in the Approved Budget, and have priority in payment over any other indebtedness and/or obligations now in

existence or incurred hereafter by the Debtors and over all administrative expenses or charges against property arising in the Chapter 11 Cases and any superseding Chapter 7 cases including, without limitation, those specified in Bankruptcy Code sections 326, 328, 330, 331, 503(b), 506(c) (subject to the entry of the Final Order), 507(a), 507(b), 726, 1113, or 1114, (such claim, the “DIP Superpriority Claim”). Notwithstanding the foregoing, the DIP Superpriority Claim shall not be payable from the proceeds of or recoveries on Avoidance Actions (as such term is defined below). The time of payment of the DIP Facility Advances shall not be altered, extended, or impaired by any plan or plans of reorganization that may hereafter be accepted or confirmed or any further orders of this Court which hereafter may be entered.

6. Interest and Fees. To the extent fully secured, interest on the Pre-Petition Obligations shall accrue from and after the Petition Date at the rate set forth in the Pre-Petition Credit Agreement and Pre-Petition Loan Documents. To the extent that the Pre-Petition Obligations constituting Revolving Advances (as such term is defined in the Pre-Petition Credit Agreement) alone are fully secured by the Pre-Petition Collateral, interest on such prepetition Revolving Advances shall accrue from and after the Petition Date at the rate set forth in the Pre-Petition Credit Agreement and Pre-Petition Loan Documents. The interest rate may not be changed without the consent of the Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders). The reasonable fees and expenses of the DIP Agent shall be payable as set forth in the DIP Financing Documents without further notice, motion, or application to, order of, or hearing before this Court; *provided, however*, that on or before receiving payment or reimbursement after the Petition Date for any professional fees incurred by the DIP Agent relating to the Debtors’ bankruptcy proceedings, the DIP Agent shall provide a summary fee statement detailing the total time spent by each professional during the applicable

period, along with a summary of tasks performed by all professionals during such period (such statement, a “Fee Statement”) to: (i) the office of the United States Trustee; (ii) counsel for the Debtors; and (iii) counsel for the Statutory Committee (if appointed). Such parties shall have fourteen (14) days from the date of service of such Fee Statement (which may be served via email) to object to the payment of the amounts sought in the Fee Statement. Following the lapse of such fourteen (14) day objection period, the Debtors shall promptly pay to the DIP Agent or its professionals (as applicable) any amounts not subject to such objection. If any Fee Statement objections cannot be consensually resolved within five (5) days after such objection is interposed, the Bankruptcy Court shall hold a contested hearing to resolve such Fee Statement objection. The Debtors shall, within two (2) business days of the Bankruptcy Court’s resolution of the Fee Statement objection, pay the amounts allowed by the Bankruptcy Court to the DIP Agent or its professionals (as applicable).

7. Prepetition Obligations. Subject to entry of the Final Order, the Pre-Petition Obligations constituting prepetition Revolving Advances (as such term is defined in the Pre-Petition Credit Agreement) under the Pre-Petition Credit Agreement shall become DIP Facility obligations under the DIP Credit Agreement.

8. DIP Facility Liens. Pursuant to Bankruptcy Code sections 363, 364(c), and 364(d), as security for the DIP Facility Advances and other postpetition costs payable under the DIP Financing Documents, the Debtors are hereby authorized to and are hereby deemed to grant to the DIP Agent a valid, binding, and enforceable lien, mortgage and/or security interest (a “Lien,” and as so granted to the DIP Agent, the “DIP Lien”) in all of the Debtors’ presently owned or hereafter acquired property and assets, whether such property and assets were acquired before or after the Petition Date, of any kind or nature, whether real or personal (provided,

however, that the DIP Collateral shall not include any real property collateral unless and until the DIP Agent has completed all diligence that the DIP Agent deems necessary or desirable relating to such real property), tangible or intangible, wherever located (including, without limitation, first priority liens on any cash held in the Debtors' bank accounts), and the proceeds and products thereof (collectively, the "DIP Collateral"), but excluding the following (the "Excluded Collateral"): (i) any Second Lien Collateral (as that term is defined in the Amended and Restated Intercreditor Agreement, entered into as of May 22, 2015, by and among PNC, Triangle Capital Corporation, and certain of the Debtors, as such agreement was amended and in effect as of the Petition Date); (ii) any retainers held by professionals of the Debtors, provided that any amount of the retainers in excess of amounts necessary to satisfy unpaid professional fees and expenses shall constitute DIP Collateral; (iii) any real property collateral that, after the conclusion of the DIP Agent's due diligence regarding such real property, the DIP Agent affirmatively elects to exclude from its collateral package; and (iv) solely for purposes of this Order (with all parties reserving all rights regarding the DIP Liens encumbering Avoidance Actions pursuant to the Final Order), any causes of action that could be brought under §§ 510, 522, and 544-553 of the Bankruptcy Code or any applicable state fraudulent-transfer statute or similar statute (the "Avoidance Actions").

9. Priority of DIP Facility Liens. Pursuant to Bankruptcy Code sections 364(c) and 364(d), the DIP Lien shall be a first priority senior and priming lien on the DIP Collateral (including the Pre-Petition Collateral), subject and junior only to (i) the Carve-Out (defined below) in the Approved Budget and (ii) valid, enforceable, properly perfected, and unavoidable prepetition liens (including any liens that are perfected after the Petition Date with a priority that relates back to a date prior to the Petition Date as permitted under Bankruptcy Code section

546(b)) that are senior to the liens granted to Pre-Petition Lenders, Pre-Petition Agent, and Term Loan Agent pursuant to the Pre-Petition Credit Agreement and other Pre-Petition Loan Documents. Except for Liens on Excluded Collateral, the DIP Liens shall not be subject or subordinate to any Lien that is avoided and that would otherwise be preserved for the benefit of any of the Debtors' estates under Bankruptcy Code section 551, and in no event shall any person or entity who pays (or causes to be paid) any of the obligations under the Pre-Petition Credit Agreement or Pre-Petition Loan Documents be subrogated, in whole or in part, to any rights, remedies, claims, privileges, liens, or security interests granted to or in favor of, or conferred on, the DIP Agent or DIP Lender by the terms of the DIP Financing Documents until such time as the obligations under the DIP Financing Documents and this Order are indefeasibly paid in full, in cash. The DIP Liens shall not be subject or subordinate to liens arising after the Petition Date, other than liens granted pursuant to this Order to the extent set forth in this Order.

10. Cash Collateral Usage. All rents, income, profits, cash in accounts and deposits derived from the Pre-Petition Collateral constitute Cash Collateral (as such term is defined in Section 363(a) of the Bankruptcy Code). Provided that each of the conditions set forth in this Paragraph are satisfied, the Debtors shall be authorized to use the Cash Collateral only in accordance with the terms of the Approved Budget, this Order, and the other DIP Financing Documents. The satisfaction of each of the following conditions shall constitute a condition to the Debtors' authorization to use any Cash Collateral: (i) no Event of Default (as defined below) shall exist or be continuing; and (ii) a Termination Event (as defined below) shall not have occurred. If, on any date, any of such conditions is not satisfied, then none of the Debtors shall be authorized to use any Cash Collateral unless and until (i) such use is consented to by the DIP Agent and Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan

Lenders) in their sole and absolute discretion; or (ii) further order of the Court is obtained authorizing Cash Collateral usage. Absent further order of this Court, if a Termination Event occurs, then the Debtors shall remit to the DIP Agent any Cash Collateral then in the Debtors' possession for application to the outstanding obligations under the DIP Facility, DIP Financing Documents, and Pre-Petition Loan Documents, in accordance with Paragraph 24 of this Order.

11. Adequate Protection of Pre-Petition Obligations. Until the indefeasible payment in full of the Pre-Petition Obligations, the Pre-Petition Agent, Term Loan Agent, and Pre-Petition Lenders are entitled to adequate protection of their interests in the Pre-Petition Collateral (including Cash Collateral) as a result of (a) the provisions of this Order granting first priority and/or priming liens on such Pre-Petition Collateral to the DIP Agent for the benefit of the DIP Lender, (b) the Debtors' use of the Pre-Petition Collateral (including Cash Collateral), (c) the imposition of the automatic stay pursuant to Bankruptcy Code section 362, or (d) otherwise, pursuant to Bankruptcy Code sections 361(a), 363(c), and 364(d)(1). The Pre-Petition Agent and Term Loan Agent (as applicable), on behalf of and for the benefit of the Pre-Petition Lenders, is hereby granted, solely to the extent of diminution in value of the Pre-Petition Liens in the Pre-Petition Collateral from and after the Petition Date, the following:

- A. a valid, binding, enforceable and fully perfected Lien in all DIP Collateral (the "Adequate Protection Lien") junior only to the DIP Lien and the Carve-Out; and
- B. a postpetition superpriority administrative expense claim (the "Prepetition Adequate Protection Superpriority Claim") against each of the Debtors, with recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, under Bankruptcy Code sections 503 and 507 against the Debtors' estates on a joint and several basis, in each case to the extent the Adequate Protection Lien does not adequately protect

against the diminution in value of the Pre-Petition Liens, which shall have priority in payment over any other indebtedness and/or obligations now in existence or incurred hereafter by the Debtors or any of their respective estates and over all other administrative expenses of any kind, including, without limitation, those specified in Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 726, or 1114, or otherwise and including those resulting from the conversion of any of the Chapter 11 Cases pursuant to Bankruptcy Code section 1112; subject and junior only to the Carve-Out, DIP Facility Advances and DIP Superpriority Claim.

Furthermore, the Debtors shall make the following payments, in cash, to the Term Agent (the “Adequate Protection Cash Payments”):

A. the reasonable, out-of-pocket fees and expenses of the Term Loan Agent, including, but not limited to, the Term Loan Agent’s professionals; *provided, however*, that the Term Loan Agent must comply with, and shall be subject to, the same procedure set forth in paragraph 6 of this Order for reimbursement of DIP Agent Fee Statements before the Debtors may remit any payment or reimbursement of professional fees incurred by the Term Loan Agent.

B. Interest when due on the Fourth Amendment Term Loan (as that term is defined in the Pre-Petition Credit Agreement), which shall be paid to the Term Loan Agent for the benefit of the lenders under the Fourth Amendment Term Loan.

The Adequate Protection Cash Payments are not payments on account of the Pre-Petition Collateral or proceeds of the Pre-Petition Collateral, but are solely adequate protection and in consideration for being primed by the claims and liens of the DIP Agent and DIP Lender. As

further adequate protection of the Term Loan Agent's and Pre-Petition Lenders' prepetition interests, any and all Bankruptcy Court filings subject to the notice, review and approval of the DIP Agent pursuant to Section 6.23 of the DIP Credit Agreement (the "Bankruptcy Filings") shall also be satisfactory to the Term Loan Agent (acting at the direction of the Pre-Petition Required Lenders) in its reasonable discretion and delivered to the Term Loan Agent (for delivery to the Pre-Petition Lenders) in the same manner and at the same time as such filings are provided to the DIP Agent. For the avoidance of doubt, the Bankruptcy Filings, which must be satisfactory to the reasonable discretion of the Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders) include: (i) the motion seeking approval of, and proposed forms of, the Interim Order and the Final Order (as such terms are used in the DIP Facility), (ii) the motions seeking approval of the Sale Procedure Order and the 363 Sale (as such terms are defined in the DIP Credit Agreement), and the proposed forms of orders related thereto, (iii) all other proposed orders and pleadings related to the DIP Facility, (iv) any plan of reorganization or liquidation, and/or any disclosure statement related to such plan (which plan or disclosure statement shall provide for payment in full of all DIP Facility obligations owed to the DIP Agent), (v) any motion seeking approval of any sale of the Debtors' assets and any proposed form of a related bidding procedures order and sale order (other than those with respect to the bidding procedures and the 363 Sale), and (vi) any motion and proposed form of order filed with the Bankruptcy Court relating to the assumption, rejection, modification, or amendment of any material contract (each of the foregoing items (i) through (vi) must also be in form and substance reasonably satisfactory to DIP Agent in its reasonable discretion). As further adequate protection of the Term Loan Agent's and Pre-Petition Lenders' prepetition interests the Sale Order (as that

term is defined in the DIP Credit Agreement) shall be in form and substance satisfactory to the Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders).

12. No Waiver of Future Adequate Protection Requests. Nothing herein or in the DIP Credit Agreement shall be deemed to be a waiver by the Pre-Petition Agent, Term Loan Agent, or any Pre-Petition Lender of its right (or rights) to request additional or further protection of any of their interests in any property, including property of the Debtors, and/or to move for relief from the automatic stay (if such relief is required), or to seek the appointment of a trustee or examiner or the dismissal of any of the Debtors' bankruptcy cases, or to request any other relief, jointly or severally. Likewise, nothing herein is deemed a waiver by the Debtors to challenge any request for additional or further protection, stay relief, or the appointment of a trustee or examiner or dismissal of the cases by any party in interest, including the Pre-Petition Agent, Term Loan Agent, or any Pre-Petition Lender.

13. Modification of Automatic Stay. The automatic stay provisions of Bankruptcy Code section 362 are hereby modified to permit (a) the Debtors and the DIP Agent to implement the DIP Facility and perform pursuant to the DIP Financing Documents, including without limitation the provisions thereof with respect to the collection of Proceeds, and the maintenance and implementation of the Collection Accounts and the Collection Procedures (as such terms are defined below), and (b) the creation and perfection of all liens granted or permitted by this Order. The Debtors and the holders of any DIP Lien or Adequate Protection Lien shall not be required to enter into any additional security agreements or take any further action to create, memorialize, and/or perfect any such Liens, or to file UCC financing statements, mortgages, or other instruments with any other filing authority or take any other action to perfect any such Liens, which shall be and are deemed valid, binding, enforceable, and automatically perfected by the

docket entry of this Order by the Clerk of the Court. If, however, the holder of any DIP Lien or Adequate Protection Lien in its sole and absolute discretion shall elect for any reason to enter into, file, record, or serve any such financing statements or other documents with respect to any such Lien, then the Debtors shall execute same upon reasonable request and the filing, recording, or service thereof (as the case may be) shall be deemed to have been made at the time and on the date of the docket entry of this Order by the Clerk of the Court. The holders of any DIP Lien, Pre-Petition Lien, or Adequate Protection Lien are hereby relieved of any requirement to file proofs of claim in the Debtors' bankruptcy cases with respect to any such Liens and the claims secured thereby, but any such holder may in its sole and absolute discretion file any such proof of claim.

14. Carve-Out. The DIP Liens, DIP Facility Superpriority Claims, Adequate Protection Liens and Prepetition Adequate Protection Superpriority Claims shall be subject to right of payment of the following expenses (the following subparagraphs, collectively, the "Carve-Out," and all amounts payable in connection therewith, the "Carve-Out Amounts"):

A. unpaid postpetition fees and expenses of the Clerk of the Court and statutory fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930;

B. both (i) unpaid postpetition fees and expenses of professionals of the Debtors and professionals of a Statutory Committee (if any), which are retained by an order of the Court pursuant to Bankruptcy Code sections 327, 328, 363, or 1103(a) (the "Professionals"); and (ii) any unpaid postpetition fees of the claims and noticing agent retained by the Debtors; incurred prior to a Termination Event, but only to the extent such fees and expenses are (i) incurred before the Termination Event, (ii) within the amounts set forth in the Approved Budget approved by the DIP Agent, Term Loan Agent, and

Required Pre-Petition Term Loan Lenders for such Professional through the date of the Termination Event, (iii) subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code, and (iv) not otherwise paid from retainers, or any professional expense escrow account established by the Debtors; and

C. postpetition fees and expenses of the Professionals incurred after the occurrence of a Termination Event in an aggregate amount not to exceed \$50,000, to the extent that such fees and expenses are (i) subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code, and (ii) not otherwise paid from retainers or any professional-expense escrow account established by the Debtors provided, however, that (x) the Carve-Out shall only be available to pay fees and expenses set forth herein to the extent that unencumbered funds are not otherwise available, (y) in no event shall the Carve-Out for each Professional exceed the amounts set forth for postpetition fees for such Professional set forth in the Approved Budget through the applicable date determination, and (z) in no event shall the aggregate amount of all items included in the Carve-Out for all Professionals exceed \$1,593,000. Any amounts paid from the DIP Collateral or the proceeds thereof, or funded by the DIP Agent or the DIP Lender with respect to the Carve-Out prior to the entry of the Final Order shall be DIP Facility Advances and such obligations shall be secured by the DIP Lien. Further, the payment of the fees or costs of any Professional and/or Statutory Committee (if any) shall be subject to Court approval, and the DIP Agent and the DIP Lender reserve the right to object to any Professional's application for payment, and nothing herein shall prohibit any party in interest from objecting to any application for payment. As used in this Interim Order, the term "Termination Event" shall mean the occurrence of the earlier of: (i) an Event of Default under any of the DIP Financing Documents; (ii) the Debtors' failure to comply

with the terms of this Order or the Final Order; or (iii) the Debtors' failure to comply with any of the following milestones (the "Milestones"):

a. On the Petition Date, or such later date to which the DIP Agent consents in writing in its sole discretion, the Debtors shall have filed a motion requesting entry of the Sale Procedure Order (as defined in the DIP Credit Agreement) for the sale of substantially all of the Debtors' on terms and conditions acceptable to DIP Agent in DIP Agent's reasonable discretion.

b. On or before the date that is ten (10) days after the Petition Date, or such later date to which DIP Agent consents in writing in its sole discretion, the Bankruptcy Court shall have entered the Sale Procedure Order.

c. On or before the date that is fourteen (14) days after the Petition Date, or such later date to which DIP Agent consents in writing in its sole discretion, the Debtors and their representatives shall provide the DIP Agent and Term Loan Agent with a formal report regarding their efforts to select a "stalking-horse" bidder for the 363 Sale.

d. On or before the date that is forty-five (45) days after the Petition Date, or such later date to which DIP Agent consents in writing in its sole discretion, the Debtors shall have held the 363 Sale auction (the "Auction").

e. On or before the date that is forty-eight (48) days after the Petition Date, or such later date to which DIP Agent consents in writing in its sole discretion, the Bankruptcy Court shall have entered the Sale Order (as defined below) approving the 363 Sale, the results of the Auction and the winning bid received at the Auction.

f. On or before the date that is fourteen (14) days after entry of the Sale Order, or such later date to which DIP Agent consents in writing in its sole discretion, the 363 Sale shall be closed, with proceeds of the 363 Sale paid directly to DIP Agent to be applied in the manner set forth in this Order; *provided however*, that the Debtors shall seek entry of an order from the Bankruptcy Court waiving the stay imposed by Bankruptcy Rule 6004(h), and in the event that such stay is waived by the Bankruptcy Court, then no later than one (1) day following the waiver of such stay (which may be incorporated into the Sale Order), or such later date to which the DIP Agent consents in writing in its sole discretion, the 363 Sale shall be closed, with proceeds of the 363 Sale paid directly to DIP Agent to be applied in the manner set forth in this Order.

No extensions of any of the Milestones shall be approved by the DIP Agent unless (x) the Term Loan Agent and the Required Pre-Petition Term Loan Lenders have consented to such extension in writing (not to be unreasonably withheld); or (y) such material Milestone extension is authorized by further order of the Bankruptcy Court.

Notwithstanding anything to the contrary herein, the Bankruptcy Court may set dates with respect to the Milestones beyond the outer dates specified above to accommodate its own schedule and to the extent the Bankruptcy Court makes such an extension, the Milestones hereunder shall be automatically extended by the same period as the Bankruptcy Court's extension.

15. Professional Expense Reserve. Following entry of this Order, so long as: (i) the Debtors are entitled to make draws under the DIP Facility; and (ii) no Event of Default or Termination Date shall have occurred; the Debtors shall be authorized to transfer funds to a segregated DIP account established for the benefit of the Professionals (the “Professional Expense Reserve Account”) on a weekly basis (but no more than weekly), the amounts that the Professionals may be paid pursuant to the Approved Budget for such week. Such funds shall be held for the benefit of the Professionals, and will be applied to the fees and expenses of such Professionals that are approved for payment pursuant to one or more orders of the Bankruptcy Court. Any fees and expenses payable to the Professionals shall be paid first out of the Professional Expense Reserve Account, and all amounts deposited in the Professional Expense Reserve Account shall reduce, on a dollar-for-dollar basis, the Carve-Out and Carve-Out Amounts. To the extent that the fees and expenses of the Professionals performed prior to Termination Date and allowed pursuant to one or more orders of the Bankruptcy Court are less than the amounts funded into the Professional Expense Reserve Account, the excess amounts in the Professional Expense Reserve Account shall be remitted to the DIP Agent to reduce, at the DIP Agent’s discretion, either the DIP Facility obligations or the Pre-Petition Obligations.

16. Carve-Out Limitations. Neither the payment of any Professional fees, nor the Carve-Out shall include payment for any fees and expenses, if any, of the Professionals incurred directly or indirectly, in respect of, arising from or relating to:

A. the initiation, joinder, support, or prosecution of any action contesting the indebtedness owed to the DIP Agent, the DIP Lender, the Pre-Petition Agent, the Term Loan Agent, the Pre-Petition Lenders, or the validity of any liens granted to any of the DIP Agent, DIP Lender, Pre-Petition Agent, Term Loan Agent, or Pre-Petition Lenders;

B. subject to entry of the Final Order, preventing, hindering, or otherwise delaying (or supporting any other person or entity in preventing, hindering, or otherwise delaying), whether directly or indirectly, the exercise by the DIP Agent, Pre-Petition Agent, or Term Loan Agent of any of its rights and remedies under this Interim Order, the Final Order, documents comprising the DIP Facility, the DIP Financing Documents, the Pre-Petition Credit Agreement, or the Pre-Petition Loan Documents;

C. the commencement, support, or prosecution of any action or proceeding of any claims, causes of action, or defenses against the DIP Agent, the DIP Lender, the Pre-Petition Agent, the Term Loan Agent, the Pre-Petition Lenders, or any of their respective officers, directors, employees, agents, attorneys, affiliates, successors, or assigns, including, without limitation, any attempt to recover or avoid any claim or interest from the DIP Agent, the DIP Lender, the Pre-Petition Agent, the Term Loan Agent, the Pre-Petition Lenders, or any of them, under Chapter 5 of the Bankruptcy Code;

D. any request to borrow money other than pursuant to the terms of the Interim Order, the Final Order, or the DIP Financing Documents;

E. with respect to the Debtors, any of the Debtors' Professionals, or any of their successors or assigns (including, without limitation, any trustee, responsible officer, examiner, estate administrator, or representative, or similar person appointed in a case for any Debtor under any chapter of the Bankruptcy Code) performing or commencing any investigation or litigation (whether threatened or pending) by the Debtors with respect to any matter to be released, waived, or specified as not subject to challenge by the Debtors pursuant to this Order or the Final Order (including, without limitation Paragraphs 26, 27, and 28 herein); or

F. for any other purpose for which proceeds of the DIP Facility may not be used pursuant to the terms of the DIP Financing Documents.

Notwithstanding anything to the contrary in this Paragraph 16, for the avoidance of doubt, the Carve-Out may be used to compensate the Debtors' professionals for complying with any information requests made by a Committee or other party-in-interest during its respective investigation.

17. Collateral Matters. Subject to the entry of the Final Order, effective as of the time of commencement of the Debtors' bankruptcy cases on the Petition Date:

A. each Debtor waives irrevocably all claims and rights, if any, it or its estate might otherwise assert against the Pre-Petition Collateral or the DIP Collateral pursuant to Bankruptcy Code sections 506(c), 105(a), or any other applicable law;

B. no entity in the course of the Debtors' bankruptcy cases shall be permitted to recover from the DIP Collateral (whether directly or through the grant of derivative or equitable standing in the name of the any Debtor or such Debtor's estate) any cost or expense of preservation or disposition of the Pre-Petition Collateral or the DIP Collateral, including, without limitation, expenses and charges as provided in Bankruptcy Code sections 506(c), 105(a), or any other applicable law;

C. no entity shall be permitted to recover from the DIP Collateral or the Pre-Petition Collateral, or assert against the DIP Agent, DIP Lender, Pre-Petition Agent, Term Loan Agent, or any Pre-Petition Lender, any claim with respect to any unpaid administrative expense of the Debtors' bankruptcy cases, whether or not the Debtors' payment of such administrative claim was contemplated by or included in the Approved Budget; and

D. the Pre-Petition Agent, Term Loan Agent, Pre-Petition Lenders, DIP Agent, and the DIP Lender shall not be subject to the “equities of the case” exception of Bankruptcy Code section 552(b), or to the equitable doctrines of “marshaling” or any similar claim or doctrine, with respect to any DIP Collateral or the Pre-Petition Collateral.

18. No Additional Financing or Cash Collateral Usage. So long as the DIP Facility obligations remain outstanding, unless consented to in writing by the DIP Agent, no Debtor shall seek entry of any further orders in its Chapter 11 Case that authorize (a) under Bankruptcy Code section 363, the use of Cash Collateral; (b) the obtaining of credit or the incurring of indebtedness pursuant to Bankruptcy Code sections 364(c) or 364(d) that does not repay the DIP Facility in full, in cash, (c) the return of goods pursuant to Bankruptcy Code section 546(h) to any creditor of the Debtors or to consent to any creditor taking any setoff against any of such creditor’s prepetition indebtedness based on any such return pursuant to Bankruptcy Code section 553 or otherwise, or (d) any other grant of rights against the Debtors and/or their respective estates that is secured by a Lien in the DIP Collateral or is entitled to superpriority administrative status that does not repay the DIP Facility in full, in cash.

19. Default Rights. Upon the occurrence of: (i) an Event of Default; (ii) a Termination Event; (iii) any Debtor’s failure to comply with the terms of this Order or the Final Order (including, without limitation, its failure to comply with the Approved Budget); or (iv) any Debtor’s failure to comply with any of the Milestones, and the giving of written notice thereof by the DIP Agent to counsel to the Debtors, the Term Loan Agent, the Statutory Committee (if any) and the U.S. Trustee (which notice may be given by any manner of electronic transmission, the automatic stay being deemed lifted for such purpose) (the “Default Notice”), or upon the

Maturity Date, then (1) the DIP Agent shall be fully authorized, in its sole discretion to cease making DIP Facility advances to the Debtors, and (2) the DIP Agent shall be fully authorized to revoke its consent to the Debtors' use of the DIP Collateral (including, without limitation, Cash Collateral), and/or (3) the DIP Agent shall be fully authorized to immediately terminate the DIP Facility and demand immediate repayment, in cash, of the DIP Facility obligations then outstanding.

20. Exercise of Remedies Against DIP Collateral. Further, upon the occurrence of an Event of Default and transmission of a Default Notice, or upon the Maturity Date:

A. the DIP Agent shall have the right, free of the restrictions of Bankruptcy Code section 362 or under any other section of the Bankruptcy Code or applicable law or rule (including, without limitation, Bankruptcy Rule 4001(a)), to take immediate reasonable action to protect the DIP Collateral from harm, theft, and/or dissipation;

B. with respect to an Event of Default as to which a Default Notice has been given, the Debtors, the Statutory Committee (if any), and the U.S. Trustee shall have five (5) days from the date of the Default Notice (the "Remedy Notice Period") to obtain an order of this Court on notice to the DIP Agent enjoining or restraining the DIP Lender and/or the DIP Agent from taking action or exercising rights and remedies (other than as set forth in Paragraph 19 herein, which remedies may be exercised immediately upon the satisfaction of the conditions set forth in such paragraph) based upon the Event of Default specified in the Default Notice (a "Restraint on Remedies"). Immediately upon expiration of the Remedy Notice Period, unless a Restraint on Remedies has timely been obtained from this Court, or with respect to and upon the Maturity Date, immediately:

(1) the DIP Agent shall have the right, free of the restrictions of Bankruptcy Code section 362 or under any other section of the Bankruptcy Code or Bankruptcy Rules (including, without limitation, Bankruptcy Rule 4001(a)), to exercise contractual, legal, and equitable rights and remedies as to all or such part of the DIP Collateral as it shall elect, and to apply the Proceeds (as such term is defined below) of the DIP Collateral to the repayment of the DIP Facility obligations in accordance with Paragraph 24 of this Order; and

(2) the DIP Agent, should it so elect in its sole and absolute discretion as exercised by the filing of an appropriate statement with this Court, shall be deemed to have been granted “peaceful possession” of, and right of access to, all or any portion of the DIP Collateral, by the Debtors.

Notwithstanding the terms of this Paragraph 20, no Default Notice shall be required for the DIP Agent to continue to collect and apply proceeds to the Pre-Petition Obligations constituting Revolving Advances that are remitted to one or more lockbox accounts, controlled accounts, Collection Accounts, or other similar account subject to the control of the DIP Agent or Pre-Petition Agent, which shall be applied pursuant to Paragraph 24 of this Order.

21. DIP Facility Reporting. The Debtors shall provide the DIP Agent and Term Loan Agent (for distribution to the Pre-Petition Lenders) with (i) all financial statements, certificates, and reports required pursuant to the DIP Credit Agreement in accordance with the timeframes specified therein and (ii) such additional information as the DIP Agent or Term Loan Agent (acting at the direction of the Required Pre-Petition Term Loan Lenders) shall request from the Debtors. The DIP Agent and Term Loan Agent and their respective representatives shall have reasonable access to each Debtor’s business premises and to the DIP Collateral in order to

review and evaluate the physical condition of any of the DIP Collateral and/or to inspect the financial records and other records of the Debtors concerning the operation of the Debtors' businesses.

22. Continued Maintenance of Cash Management System. The Debtors shall maintain their bank accounts as set forth in the cash management order approved by this Court. In furtherance of the foregoing, the DIP Agent shall be deemed to have control of all of the Debtors' bank accounts (including, without limitation, all deposit accounts and blocked accounts), and any financial institutions in which such accounts of the Debtors are located are hereby ordered and directed to act in accordance with any request of the DIP Agent concerning such accounts, including, without limitation, requests to turnover funds therein without offset or deduction of any kind.

23. Payment of 363 Sale Consideration. Subject to entry of the Final Order, upon the closing of the 363 Sale, the Proceeds from the 363 Sale shall be paid directly to the DIP Agent, for immediate application to the DIP Facility obligations and Pre-Petition Obligations. Such 363 Sale proceeds shall be applied and distributed in the manner set forth in Paragraph 24 of this Order.

24. Application of Proceeds. For purposes of this Order, (a) "Proceeds" shall mean both (i) proceeds (as defined in the Uniform Commercial Code for the State of New York) and (ii) any and all payments, proceeds, or other consideration realized upon the sale, liquidation, realization, collection, or other manner of disposition of DIP Collateral, whether in the ordinary course of any Debtors' business (including without limitation accounts, receivables, and other proceeds arising from the Debtors' sales of goods and/or performance of services) or other than in the ordinary course of any Debtors' business, and (b) "Disposition" shall mean any sale,

liquidation, realization, collection, or other manner of disposition of DIP Collateral other than in the ordinary course of any Debtors' business, including without limitation any sale authorized pursuant to Bankruptcy Code section 363. Any and all Proceeds of any DIP Collateral shall be delivered to the DIP Agent. All Proceeds received by the DIP Agent shall be applied to repayment of the Pre-Petition Obligations and the DIP Facility obligations in the following manner:

A. Any Proceeds received by the DIP Agent as a result of either (x) payment of the 363 Sale Proceeds to the DIP Agent (subject to entry of the Final Order); or (y) an exercise of remedies by the DIP Agent following an Event of Default or Termination Event; shall be applied: (i) first, to reduce outstanding obligations under the DIP Facility (including all fees and professional fees payable pursuant to the DIP Financing Documents); and then (ii) second, to reduce outstanding Pre-Petition Obligations in the manner set forth in the Pre-Petition Credit Agreement, the other Pre-Petition Loan Documents, and the Agreement Amongst Lenders (as such term is defined in the Pre-Petition Credit Agreement, the "AAL"), presuming that the Maximum Revolving Advance (as that term is defined in the Pre-Petition Credit Agreement) is \$35 million at all times during the Debtors' bankruptcy proceedings.

B. Any other Proceeds received by the DIP Agent shall be applied: (i) first, to reduce outstanding prepetition Revolving Advances constituting Pre-Petition Obligations (if any); (ii) second, to the extent that application of such Proceeds fully repays all outstanding prepetition Revolving Advances, in full, in cash, then to reduce outstanding obligations under the DIP Facility; and then (iii) to reduce the remaining Pre-Petition Obligations in the manner set forth in the Pre-Petition Credit Agreement, the other Pre-

Petition Loan Documents, and the AAL (presuming that the Maximum Revolving Advance (as that term is defined in the Pre-Petition Credit Agreement) is \$35 million at all times during the Debtors' bankruptcy proceedings).

C. Any surplus remaining (if any) following satisfaction of the DIP Facility obligations and Obligations under the Pre-Petition Credit Agreement and other Pre-Petition Loan Documents shall be distributed in the manner set forth in the AAL, Pre-Petition Credit Agreement, and other Pre-Petition Loan Documents.

provided, however, that the foregoing shall be subject in all respects to the priorities of Liens with respect to the Liens granted by or permitted under this Order. The foregoing is without prejudice to the rights of (a) the DIP Agent, the Term Loan Agent, the Pre-Petition Lenders, the Statutory Committee (if any), or any other party to object to any proposed Disposition or (b) the rights of third parties with respect to a Challenge Action (defined below) and the remedies that may result from a successful Challenge Action. Such applications of Proceeds shall be free and clear of any claim, charge, assessment, or other liability.

25. Credit Bidding. Subject to the entry of the Final Order, the DIP Agent, Pre-Petition Agent, and Term Loan Agent are hereby authorized to credit-bid all or any of the applicable obligations under the DIP Facility, DIP Financing Documents, and the Pre-Petition Credit Agreement and Pre-Petition Loan Documents at any disposition of any Pre-Petition Collateral and/or DIP Collateral; provided, however, that any credit bid submitted by the Term Loan Agent shall provide for payment, in full, in cash, at closing to the DIP Agent of both (i) all DIP Facility obligations; and (ii) the Last Out Lenders Purchase Price (as such term is defined in the AAL).

26. Binding Nature of Stipulations and Other Matters. Subject to the right to bring a Challenge Action as set forth in Paragraph 29 below, upon entry of this Order:

A. the Stipulations shall be binding upon the Debtors and all other persons, entities, and/or parties in all circumstances;

B. the validity, extent, priority, perfection, enforceability, and non-avoidability of the Pre-Petition Agent's, Term Loan Agent's, and Pre-Petition Lenders' respective first priority, validly perfected prepetition claims and liens against the Debtors and the Pre-Petition Collateral shall not be subject to challenge by the Debtors or any other person, entity, or party; and

C. neither the Debtors, nor any other person, entity, or party shall seek to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Debtors to or for the benefit of the Pre-Petition Agent, Term Loan Agent, or Pre-Petition Lenders prior to the Petition Date.

27. Debtor Release. In consideration of and as a condition to the DIP Agent and DIP Lender making the DIP Facility Advances and providing credit and other financial accommodations to the Debtors pursuant to the terms of this Order, the DIP Credit Agreement, and the other DIP Financing Documents, each of the Debtors and their estates (each a "Releasor" and collectively, the "Releasors"), subject to Paragraph 29 herein, absolutely releases, forever discharges and acquits each of the Pre-Petition Agent, the Term Loan Agent, the Pre-Petition Lenders, and their respective successors and assigns, affiliates, officers, directors, employees, attorneys, and other representatives (the "Releasees") of and from any and all claims, demands, causes of action, damages, choses in action, and all other claims, counterclaims, defenses, setoff rights, and other liabilities whatsoever (the "Prepetition Released Claims") of every kind, name,

nature, and description (other than claims based on gross negligence or willful misconduct, which shall not be released until entry of the Final Order providing for such releases and subject to the expiration of the Challenge Period), whether known or unknown, both at law and equity (including, without limitation, any “lender liability” claims) that any Releasor may now or hereafter own, hold, have, or claim against each and every of the Releasees arising at any time prior to the entry of this Order (including, without limitation, claims relating to the Debtors, the Pre-Petition Credit Agreement, the Pre-Petition Loan Documents, and other documents executed in connection therewith, and the obligations thereunder); provided, however, that such release shall not be effective as to the Debtors’ bankruptcy estates until the expiration of the Challenge Period. In addition, upon the indefeasible payment, in full, in cash, of all DIP Facility obligations owed to the DIP Agent and DIP Lender arising under this Order, the DIP Credit Agreement, and the other DIP Financing Documents, the DIP Agent and DIP Lender shall be released from any and all obligations, actions, duties, responsibilities, and causes of action arising or occurring in connection with or related to the DIP Credit Agreement or other DIP Financing Documents.

28. Releasor Covenants. Each Releasor hereby absolutely, unconditionally, and irrevocably covenants and agrees with each Releasee that it will not sue (at law, in equity, or in any other proceeding) any Releasee on the basis of any claims or causes of action released and discharged by such Releasor pursuant to this Order. If any Releasor violates this covenant, each Debtor agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all reasonable attorneys’ fees and costs incurred by any Releasee as a result of such violation.

29. Challenge Action and Challenge Period. Notwithstanding any other provisions of this Order, any interested party (other than the Debtors or their Professionals) in these cases (including, without limitation, the Statutory Committee (if any)) shall have until August 29, 2016, or, if no such Statutory Committee is formed, sixty (60) days from the Petition Date (the “Challenge Period”), to commence an adversary proceeding against the Pre-Petition Agent, Term Loan Agent, or Pre-Petition Lenders for the purpose (collectively, a “Challenge Action”) of:

A. contesting challenging the findings of fact, Stipulations, waivers or releases contained herein;

B. challenging the validity, extent, priority, perfection, enforceability, and non-avoidability of the Pre-Petition Obligations and/or Pre-Petition Liens (as applicable) against the Debtors;

C. seeking to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Debtors to or for the benefit of any of the Pre-Petition Lenders, the Term Loan Agent, or the Pre-Petition Agent (as applicable) prior to the Petition Date;

D. seeking damages or equitable relief against any of the Pre-Petition Lenders, the Term Loan Agent, or the Pre-Petition Agent arising from or related to their prepetition business and lending relationships with the Debtors, including without limitation equitable subordination, recharacterization, lender liability, and deepening insolvency claims and causes of action; or

E. challenging any other matter to be waived or released pursuant to this Order (including, without limitation, pursuant to Paragraphs 26, 27 and 28).

The Challenge Period may be subject to extension only by further order of the Court for good cause shown.

30. No Challenge Actions After Expiration of Challenge Period. All parties in interest, including without limitation the Statutory Committee (if any), that fail to act in accordance with the time periods set forth in the preceding paragraph shall be, and hereby are, barred forever from commencing a Challenge Action or challenging in any manner the Liens or claims of the Pre-Petition Agent, Term Loan Agent, and/or Pre-Petition Lenders and shall be bound by the waivers, Stipulations, and terms set forth in this Order (including Paragraphs 26, 27 and 28 of this Order). Any Challenge Action filed shall prohibit application of this paragraph only to the extent of the specific matters set forth in such Challenge Action on the date of filing.

31. Retention of Challenge Action Defenses. The legal and equitable claims, counterclaims, defenses, and/or rights of offset and setoff of the Pre-Petition Agent, Term Loan Agent, and Pre-Petition Lenders in response to any such Challenge Action are reserved, and the ability of a party to commence a Challenge Action shall in no event revive, renew, or reinstate any applicable statute of limitations that may have expired prior to the date of commencement of such Challenge Action. Despite the commencement of a Challenge Action, the prepetition claims and Liens of the Pre-Petition Agent, Term Loan Agent, and Pre-Petition Lenders shall be deemed valid, binding, properly perfected, enforceable, non-avoidable, not subject to disallowance under Bankruptcy Code section 502(d) and not subject to subordination under Bankruptcy Code section 510 until such time as a final and non-appealable judgment and order is entered sustaining such Challenge Action in favor of the plaintiffs therein. Notwithstanding anything to the contrary contained in this Order, the Court expressly reserves the right to order any and all appropriate relief against Pre-Petition Agent, Term Loan Agent and/or Pre-Petition

Lenders (including an unwinding of transactions approved herein) if there is a timely and successful Challenge Action by any party in interest to the validity, enforceability, extent, perfection or priority of the Pre-Petition Liens.

32. No Control by DIP Agent and Lenders. In making decisions to advance any extensions of credit to the Debtors pursuant to the DIP Facility or in taking any other actions reasonably related to this Order or the DIP Financing Documents (including, without limitation, the exercise of its approval rights with respect to any Approved Budget), the DIP Agent, Term Loan Agent, Pre-Petition Lenders, and the DIP Lender shall have no liability to any third party and shall not be deemed to be in control of the operations of the Debtors or to be acting as a “control person,” “responsible person,” or other “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response Compensation and Liability Act, as amended, or any similar Federal or state statute), and the DIP Agent’s, Term Loan Agent’s, Pre-Petition Lender’s and the DIP Lender’s relationship with the Debtors shall not constitute or be deemed to constitute a joint venture or partnership of any kind between the DIP Agent, Term Loan Agent, Pre-Petition Lenders, and/or DIP Lender and the Debtors.

33. Successors and Assigns. This Order shall be binding on and inure to the benefit of the DIP Agent, the DIP Lender, the Pre-Petition Agent, the Term Loan Agent, the Pre-Petition Lender, the Debtors, and their respective successors and assigns, including, without limitation, any trustee, responsible officer, examiner, estate administrator, or representative, or similar person appointed in a case for any Debtor under any chapter of the Bankruptcy Code. Except as set forth herein with respect to a Challenge Action, no rights are created under this Order for the

benefit of any creditor of the Debtors, any other party in interest in the Debtors' bankruptcy cases, or any other persons or entities, or any direct, indirect or incidental beneficiaries thereof.

34. Continuing Nature of DIP Facility Liens and Claims. Any order dismissing any of the Chapter 11 Cases under Bankruptcy Code section 1112 or otherwise shall be deemed to provide (in accordance with Bankruptcy Code sections 105 and 349) that (a) the DIP Agent's and DIP Lender's liens and the Adequate Protection Liens and security interests in the DIP Collateral shall continue in full force and effect notwithstanding such dismissal until the DIP Facility obligations are indefeasibly paid and satisfied in full, in cash; and (b) this Court shall retain jurisdiction, to the extent permissible under applicable law, notwithstanding such dismissal, for the purposes of enforcing the DIP Facility Superpriority Claim, the DIP Liens, the Adequate Protection Liens, the Adequate Protection Cash Payment, and the Prepetition Adequate Protection Superpriority Claims.

35. Order Controls. To the extent that any of the provisions of this Order shall conflict with any provisions of the DIP Credit Agreement, any of the DIP Financing Documents, the Pre-Petition Credit Agreement, any of the Pre-Petition Loan Documents (including, without limitation, the AAL), or with any order of this Court authorizing the Debtors to continue the use of prepetition bank accounts, cash management systems, treasury management systems, or business forms, or any similar orders, this Order is deemed to control and supersede the conflicting provisions therein. Notwithstanding anything in any of the Pre-Petition Loan Documents (including the AAL) to the contrary: (i) the priority of the DIP Lien and DIP Facility claims and obligations shall be as set forth in this Order and the DIP Financing Documents; and (ii) the terms of this Order and the DIP Financing Documents shall govern the terms and manner of disbursement and application of Proceeds of DIP Collateral to the DIP Facility obligations and

other Pre-Petition Obligations. Except as expressly provided in this Order, the terms of the AAL, Pre-Petition Credit Agreement, and other Pre-Petition Loan Documents shall continue in full force and effect and shall continue to govern the relationship between the Pre-Petition Lenders.

36. Immediate Effect of Order. The terms and conditions of this Order shall be effective and immediately enforceable upon its entry by the Clerk of the Court notwithstanding any potential application of Bankruptcy Rule 6004(h) or otherwise. Furthermore, to the extent applicable, the notice requirements and/or stays imposed by Bankruptcy Rules 4001(a)(3), 6003(b), and 6004(a) are hereby waived for good and sufficient cause. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

37. Continuing Nature of Adequate Protection and Other Benefits Under DIP Order. The DIP Agent, Pre-Petition Agent, Term Loan Agent, DIP Lender and the Pre-Petition Lenders shall be entitled to the benefits and protections of this Order, including (a) the adequate protection afforded to the Pre-Petition Lenders set forth in this Order, and (b) the protections afforded pursuant to Bankruptcy Code section 364(e), with respect to all loans, advances, and other financial accommodations made by them pursuant to this Order. The DIP Lien, the priority afforded the DIP Facility Advances, and the adequate protection afforded to the Pre-Petition Agent, Term Loan Agent, and Pre-Petition Lenders, as set forth in this Order, shall be binding on the Debtors and any successor trustee or trustees even if this Order is reversed or modified on appeal with respect to all loans, advances, and other financial accommodations made by them pursuant to this Order. Except as provided herein, no Proceeds, or Cash Collateral

may be used by any party in interest seeking to modify any of the rights granted to DIP Agent or DIP Lender hereunder or under any other DIP Financing Documents.

38. DIP Facility Modifications. The Debtors and the DIP Agent may, with notice to the Term Loan Agent (for distribution to the Required Pre-Petition Term Loan Lenders), implement non-material modifications of the DIP Credit Agreement and other DIP Financing Documents (other than this Order or the Final Order) without the need for notice or further approval of this Court, provided, however, that copies of such amendments will be provided to the U.S. Trustee and the Statutory Committee (if any). The Debtors and the DIP Agent (with the consent of the Term Loan Agent and the Required Pre-Petition Term Loan Lenders) may, upon further order of the Bankruptcy Court, implement material modifications of such DIP Financing Documents on at least seven (7) calendar days prior notice to the Statutory Committee (if any) and the U.S. Trustee.

39. Further Assurances. The Debtors are authorized to do and perform all acts, to make, execute, and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages, deeds of trust, and financing statements), and to pay all fees and expenses that may be required or necessary for the Debtors' performance under this Order or the DIP Financing Documents, including, without limitation, (a) the execution of the DIP Credit Agreement, (b) the payment of the fees and other expenses described herein or in the DIP Financing Documents as such become due, including, without limitation, agent fees, commitment fees, letter of credit fees, and facility fees.

40. Retention of Jurisdiction. This Court shall retain jurisdiction to enforce the provisions of this Order, the DIP Facility, the DIP Credit Agreement, and the other DIP Financing Documents, and this Court shall retain jurisdiction over all matters pertaining to the

implementation, interpretation and enforcement of this Order, the DIP Facility and the DIP Financing Documents.

41. 364(e) Protections. This Court has considered and determined the matters addressed herein pursuant to its powers under the Bankruptcy Code, including the power to authorize the Debtors to obtain credit on terms and conditions to which the Debtors and DIP Agent and DIP Lender have agreed. Thus, each of the terms and conditions constitutes a part of the authorization under Bankruptcy Code section 364, and is, therefore, subject to the protections contained in Bankruptcy Code section 364(e), regardless of (i) any stay, modification, amendment, vacation, or reversal of this Order or any of the DIP Financing Documents or any term hereunder or thereunder; (ii) the failure to obtain a final order pursuant to Bankruptcy Rule 4001(c)(2); or (iii) the dismissal or conversion of any of the Chapter 11 Cases.

42. Certain Events of Default. Notwithstanding anything to the contrary in the DIP Credit Agreement: (a) the applicability of the Event of Default specified in Section 10.7(w) of the DIP Credit Agreement relating to the commencement of a Challenge Action shall be subject to entry of the Final Order; (b) the applicability of the Event of Default specified in Section 10.7(b) of the DIP Credit Agreement relating to the filing of a plan of reorganization shall be subject to entry of the Final Order; and (c) for purposes of applying the Event of Default specified in Section 10.7(p) of the DIP Credit Agreement, material indebtedness shall mean unpaid, undisputed post-petition indebtedness exceeding \$100,000 in the aggregate.

43. Final Hearing. A final hearing with respect to the Motion is scheduled for July 25, 2016 at 1:15 p.m. (central) (the "Final Hearing") before the Honorable Barbara J. Houser, United States Bankruptcy Judge. The Debtors shall promptly mail copies of this Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of

the Interim Hearing and to any other party that has filed a Bankruptcy Rule 2002 request for service. Any party in interest objecting to the relief sought at the Final Hearing shall file written objections, and serve them on (i) the Debtors' proposed counsel, Gardere Wynne Sewell LLP, attn: Holland N. O'Neil, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, TX 75201; (ii) the DIP Lender's counsel, Holland & Knight LLP, attn.: Robert Jones and Brent McIlwain, 200 Crescent Court, Suite 1600, Dallas, TX 75201; (iii) the Term Loan Agent's counsel, Proskauer Rose LLP, attn: Timothy Q. Karcher, Eleven Times Square, New York, NY 10035 and Butler Snow LLP, attn: Martin A. Sosland, 5430 LBJ Freeway, Suite 1200, Dallas, TX 75240; and (iv) the U.S. Trustee, attn.: Lisa Lambert and Meredyth Kippes, 1100 Commerce Street, Room 976, Dallas, TX 75242 on or before the close of business on July 12, 2016.

END OF ORDER