

WILLKIE FARR & GALLAGHER LLP
Rachel C. Strickland
Christopher S. Koenig
Debra C. McElligott
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

-and-

Jennifer J. Hardy
600 Travis Street, Suite 2310
Houston, Texas 77002
Telephone: (713) 510-1700
Facsimile: (713) 510-1799

*Proposed Counsel for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

| | |
|---|----------------------------------|
| -----X | |
| In re | : Chapter 11 |
| | : : |
| DACCO Transmission Parts (NY), Inc., <u>et al.</u> , ¹ | : Case No. 16-_____ () |
| | : : |
| Debtors. | : (Joint Administration Pending) |
| -----X | |

**DEBTORS' MOTION FOR INTERIM AND
FINAL ORDERS UNDER SECTIONS 105, 361, 362, 363(b),
363(c)(2), 364(c)(1), 364(c)(2), 364(d)(1), 364(e) AND 507
OF THE BANKRUPTCY CODE: (I) AUTHORIZING THE DEBTORS
TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE
CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO THE
PREPETITION SECURED PARTIES; AND (III) SCHEDULING A FINAL HEARING**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

¹ A list of the Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number is attached as Schedule I to the Declaration of Joseph Santangelo in Support of Chapter 11 Petitions and First Day Pleadings, which was filed with the Court concurrently herewith. The Debtors' executive headquarters are located at 7350 Young Drive, Walton Hills, OH 44146.

The debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”), by and through their proposed attorneys, Willkie Farr & Gallagher LLP, represent:

RELIEF REQUESTED

1. The Debtors hereby move (the “**Motion**”) for entry of an interim order, substantially in the form annexed hereto as Exhibit A (the “**Interim Order**”), and a final order (the “**Final Order**”² and, together with the Interim Order, the “**Orders**”), pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(d)(1), 364(e), and 507 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 4001-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”): (a) authorizing the Debtors to obtain postpetition financing as provided in the DIP Credit Agreement (as defined below); (b) authorizing the Debtors to use collateral subject to liens and security interests, including Cash Collateral (as defined below); (c) granting adequate protection in respect thereof; and (d) scheduling a final hearing pursuant to Bankruptcy Rule 4001 with respect to the relief requested herein.

2. In support of the Motion, the Debtors rely upon and incorporate by reference the Declaration of Joseph Santangelo in Support of Chapter 11 Petitions and First Day Pleadings (the “**First Day Declaration**”) and the Declaration of Agnes K. Tang in Support of Debtors’ Motion for Interim and Final Orders Under Sections 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(d)(1), 364(e), and 507 of the Bankruptcy Code: (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral; (II) Granting

² A copy of the proposed Final Order will be filed with the Court prior to the commencement of the Final Hearing (as defined herein).

Adequate Protection to the Prepetition Secured Parties; and (III) Scheduling a Final Hearing (the “**Tang Declaration**”), both of which are being filed with the Court concurrently herewith. By this Motion, the Debtors respectfully seek entry of orders, inter alia:

- (a) authorizing the Borrower (as defined below), to obtain, and for certain other Debtors to guarantee (in such capacities, the “**Guarantors**,” and, together with the Borrower, the “**Loan Parties**”), secured postpetition financing (the “**DIP Financing**”) in the form of delayed draw term loans (the “**DIP Facility**”) not to exceed \$69.7 million, including in respect of the issuance of one or more letters of credit at any time (including, as may be necessary, the extension or replacement of certain existing letters of credit) up to \$5 million (collectively, the “**DIP Loans**”), on the terms and conditions set forth in the Interim Order and the DIP Documents (each as defined below);
- (b) authorizing the Debtors to execute and deliver that certain Debtor-in-Possession Credit Agreement, among Transtar Holding Company (the “**Borrower**”), the Guarantors, the lenders from time to time party thereto (in such capacities, the “**DIP Lenders**”), and Silver Point Finance, LLC, as L/C Arranger and Administrative Agent (collectively, in such capacities, the “**DIP Agent**,” and, together with the DIP Lenders, the “**DIP Secured Parties**”), substantially in the form attached to the Motion as Exhibit B (as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof, the “**DIP Credit Agreement**,” and, together with the schedules and exhibits attached thereto and all agreements, documents, instruments and/or amendments executed and delivered in connection therewith, as hereafter amended, supplemented, or otherwise modified from time to time, the “**DIP Documents**”)³ and to perform all such other and further acts as may be required in connection with the DIP Documents;
- (c) granting to the DIP Secured Parties the DIP Liens and the DIP Superpriority Claims (each as defined below);
- (d) authorizing, subject to the terms and conditions set forth in the DIP Credit Agreement and only in accordance with the Budget (as defined herein), the use of proceeds of the DIP Loans from time to time: (i) for general working capital purposes (including providing cash collateral in connection with the issuance of letters of credit); (ii) to pay: (a) all reasonable and documented expenses of the DIP Agent (including the reasonable and documented fees and expenses of appropriate counsel to the DIP Agent, including, but not limited to, Chapman and Cutler LLP) associated with the preparation, execution, delivery, administration and enforcement of the DIP Documents and any amendments or

³ Capitalized terms used but not defined herein, unless otherwise noted, have the meanings ascribed to them in the DIP Credit Agreement.

waivers with respect thereto, (b) all Transaction Expenses (as defined in that certain Restructuring Support Agreement, dated as of November 18, 2016, attached as Exhibit M to the First Day Declaration (the “**Restructuring Support Agreement**”)), and (c) those reasonable and documented fees and expenses payable to the Prepetition First Lien Agent (limited to Paul Hastings LLP) (collectively, the “**Transaction Expenses**”); (iii) to make certain payments on account of prepetition obligations (including “critical vendor payments”), provided, that payments of Critical Vendor Claims, Foreign Vendor Claims, and 503(b)(9) Claims (as such terms are defined in the *Debtors’ Motion for Interim and Final Orders Pursuant to Sections 105(a), 363(b), 503(b), and 507(a) of the Bankruptcy Code Authorizing Debtors to Pay Prepetition Claims of Critical Vendors, Foreign Vendors, and Suppliers of Goods Entitled to Administrative Priority*) against, or the assumption of prepetition liabilities by or on behalf of, Alma Products I, Inc., ATCO Products, Inc., and Axiom Automotive Technologies, Inc. shall only be made with the consent of the DIP Agent; and (iv) to pay such other amounts that are due and payable under the DIP Documents;

- (e) authorizing the Debtors to use Cash Collateral and all other Prepetition Collateral (as defined below) (and any proceeds thereof);
- (f) approving certain stipulations by the Debtors with respect to the Existing Agreements (as defined below) and the liens and security interests arising therefrom;
- (g) subject only to and effective upon entry of the Final Order (as defined below), to the extent granted therein, authorizing the waiver of: (i) the Debtors’ right to surcharge the Prepetition Collateral and the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code; and (ii) any rights of the Debtors under the “equities of the case” exception in section 552(b) of the Bankruptcy Code;
- (h) modifying the automatic stay to the extent set forth in the Interim Order and in the DIP Documents;
- (i) pursuant to Bankruptcy Rule 4001, scheduling an interim hearing (the “**Interim Hearing**”) on the Motion to be held before this Court to consider entry of an order granting the Motion on an interim basis (the “**Interim Order**”); and
- (j) scheduling a final hearing (the “**Final Hearing**”), to be held within twenty-five (25) days of entry of the Interim Order, to consider entry of a final order (the “**Final Order**”) approving the relief granted herein on a final basis and authorizing the Borrower to borrow, and the Guarantors to guarantee, up to the full amount of the DIP Financing.

JURISDICTION

3. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory bases for the relief requested herein are sections 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(d)(1), 364(e), and 507 of the Bankruptcy Code, Rules 2002, 4001, 6004, and 9014 of the Bankruptcy Rules, and Rule 4001-2 of the Local Rules.

PRELIMINARY STATEMENT

4. By this Motion, the Debtors seek authority to enter into the DIP Credit Agreement, pursuant to which certain of the Debtors' First Lien Lenders (as defined herein) will provide the DIP Loans on a superpriority basis up to \$69.7 million, including the issuance of one or more letters of credit at any time on the terms and conditions set forth in the Interim Order and the DIP Documents. The DIP Facility will give the Debtors the liquidity they need to successfully reorganize and emerge from chapter 11 as a viable enterprise, benefiting the Debtors, their creditors and other parties in interest. Absent immediate access to new financing, the Debtors will be forced to cease operations.

5. Over the course of the past several months, the Debtors negotiated with the lenders under their prepetition First Lien Credit Agreement (as defined herein) (the "**First Lien Lenders**") to reach a long-term solution to the Debtors' current liquidity issues. Their agreement is memorialized in the Restructuring Support Agreement entered into among the Debtors, holders of approximately 98.8% of their First Lien Lenders (the "**Consenting First Lien Lenders**"), and the majority equity holder of Speedstar, funds managed by the majority equity holder that hold equity interests in Speedstar, the general partner of such funds, and their affiliates (collectively, the "**Majority Equity Holder**"). The Restructuring Support Agreement commits the Debtors,

the Consenting First Lien Lenders and the Majority Equity Holder to a prepackaged plan of reorganization that will equitize a significant portion of the Debtors' secured indebtedness.

6. The first step in the Debtors' restructuring following the commencement of these cases is the approval of the DIP Credit Agreement. Entry into the DIP Credit Agreement is necessary for the Debtors to operate during these chapter 11 cases and to successfully emerge from bankruptcy. Moreover, the DIP Facility presents the Debtors' only opportunity to obtain postpetition financing under the circumstances because, on information and belief, the First Lien Lenders will not consent to priming by a third-party lender.

7. The Debtors' prepetition secured financing consists of three facilities:

- The First Lien Revolving Credit Facility: which is secured by a first priority interest in substantially all of the assets of Speedstar, Transtar, and their direct and indirect domestic subsidiaries (the "**Prepetition Collateral**") *pari passu* with the security interests in such collateral securing the First Lien Term Loan Facility;
- The First Lien Term Loan Facility: which is secured by a first priority interest in the Prepetition Collateral *pari passu* with the security interests in such collateral securing the First Lien Revolving Credit Facility; and
- The Second Lien Term Loan Facility: which is secured by a second priority interest in the Prepetition Collateral.

8. The relative rights, priorities, and obligations among the First Lien Lenders and the lenders under the Debtors' Prepetition Second Lien Credit Agreement (the "**Second Lien Lenders**") and, together with the First Lien Lenders, the "**Prepetition Secured Parties**") in connection with the Prepetition Collateral are governed by that certain Amended and Restated Intercreditor Agreement, dated as of October 9, 2012, between Royal Bank of Canada, as First Lien Collateral Agent, and Cortland Capital Markets Services, LLC (as successor to Royal Bank of Canada), as Second Lien Collateral Agent (the "**Intercreditor Agreement**"), including certain agreements with respect to the incurrence of debtor-in-possession financing. In

accordance with the Intercreditor Agreement, the Second Lien Lenders may not oppose or object to any debtor-in-possession financing provided by any of the First Lien Lenders.

9. The Debtors’ entry into the DIP Credit Agreement should be approved for several reasons. First, the Debtors’ ability to enter into the DIP Credit Agreement and utilize Cash Collateral is vital to preserving the value of the Debtors’ enterprise. The Debtors will not have enough cash to continue operating their businesses without the DIP Loans and the ability to use Cash Collateral. Additionally, the DIP Credit Agreement provides favorable pricing terms for the Debtors, sufficient adequate protection measures for the Prepetition Secured Parties, and the payment of reasonable fees to the DIP Lenders’ professionals. Finally, entry into the DIP Credit Agreement is necessary to implement the intended balance sheet restructuring, which is supported by 98.8% of the Debtors’ First Lien Lenders pursuant to the Restructuring Support Agreement.

SUMMARY OF TERMS OF THE DIP FACILITY

10. The principal terms of the proposed DIP Facility, including the provisions of the DIP Credit Agreement and Interim Order required to be highlighted in this Motion pursuant to Bankruptcy Rule 4001(c) and Local Rule 4001-2, are as follows:⁴

| | |
|---|--|
| Borrower Bankruptcy Rule 4001(c)(1)(B) | Transtar. <u>See</u> DIP Credit Agreement Recitals. |
| Guarantors Bankruptcy Rule 4001(c)(1)(B) | Speedstar, each Subsidiary listed under the heading “Subsidiary Guarantors” on <u>Schedule 2</u> to the DIP Credit Agreement, and each other Subsidiary that becomes a Guarantor pursuant to a Guarantor Supplement or other documentation in form and substance reasonably satisfactory to the DIP Agent and the Required Lenders. <u>See</u> DIP Credit Agreement § 1.01. |

⁴ This summary is qualified in its entirety by the provisions of the DIP Documents and the Interim Order, as applicable, the terms of which govern in all respects. Capitalized terms used in this summary and not otherwise defined herein shall have the meanings set forth in the DIP Documents or the Interim DIP Order, as applicable.

| | |
|--|--|
| <p>DIP Agent Bankruptcy Rule 4001(c)(1)(B)</p> | <p>Silver Point Finance, LLC. <u>See</u> DIP Credit Agreement Recitals.</p> |
| <p>DIP Lenders Bankruptcy Rule 4001(c)(1)(B)</p> | <p>Certain of the Consenting First Lien Lenders (or their affiliate designees) and any other prepetition First Lien Lenders participating in the DIP Facility. <u>See</u> DIP Credit Agreement § 1.01.</p> |
| <p>DIP Facility Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-2(a)(ii)</p> | <p>A senior secured debtor-in-possession delayed draw term loan credit facility providing for extensions of credit not to exceed \$69,700,000 in the aggregate (the “Maximum Amount”), provided that up to \$55,000,000 may be drawn subject to customary conditions, and the additional \$14,700,000 may be drawn only with the consent of the DIP Agent and Required Lenders, including the issuance of one or more letters of credit at any time up to \$5,000,000 (the “L/C Subfacility”). The L/C Subfacility will be fully cash collateralized in an amount equal to 105% of the Letter of Credit Sublimit as of any date of determination. <u>See</u> DIP Credit Agreement §§ 1.01, 2.01(b), 2.02(b); Interim DIP Order ¶ A.</p> |
| <p>Use of Proceeds Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-2(a)(6)-(7)</p> | <p>The Debtors may, subject to the terms and conditions set forth in the DIP Credit Agreement and only in accordance with the Budget (as defined herein and attached to the Interim Order as <u>Exhibit 1</u>), utilize proceeds of the DIP Loans from time to time for: (i) general working capital purposes (including providing cash collateral in connection with the issuance of letters of credit); (ii) to pay DIP Transaction Expenses and those reasonable and documented fees and expenses payable to the Prepetition First Lien Agent (limited to Paul Hastings LLP); (iii) paying fees, costs and expenses to the extent such fees, costs and expenses are consistent with the Budget and are approved by the Bankruptcy Court (allowance of such fees shall be subject to final approval of the Bankruptcy Court); and (iv) to make certain payments on account of prepetition obligations (including “critical vendor payments”), <u>provided</u>, that payments of Critical Vendor Claims, Foreign Vendor Claims, and 503(b)(9) Claims (as such terms are defined in the <i>Debtors’ Motion for Interim and Final Orders Pursuant to Sections 105(a), 363(b), 503(b), and 507(a) of the Bankruptcy Code Authorizing Debtors to Pay Prepetition Claims of Critical Vendors, Foreign Vendors, and Suppliers of Goods Entitled to Administrative Priority</i>) against, or the assumption of prepetition liabilities by or on behalf of, Alma Products I, Inc., ATCO Products, Inc., and Axiom Automotive Technologies, Inc. shall only be made with the consent of the DIP Agent. <u>See</u> DIP Credit Agreement §§ 1.01, 6.12; Interim DIP Order ¶ 6(b).</p> |
| <p>Borrowing Limits Bankruptcy Rule 4001(c)(1)(B)</p> | <p>Upon entry of the Interim Order and prior to entry of the Final Order, availability under the DIP Facility shall be in an amount not to exceed the lesser of (x) \$30,000,000 and (y) the amount permitted pursuant to the Interim Order to be borrowed prior to entry of the Final Order, and upon and following entry of the Final Order, shall be in amount not to exceed the remaining portion of the Maximum Amount. Subject to the foregoing limits, the DIP Loans shall be available under the DIP Facility in increments of no less than \$5 million per draw or a whole multiple of \$100,000 in excess thereof. Amounts repaid with respect to DIP Loans may not be re-borrowed. Notwithstanding the foregoing, the Borrower shall, upon prior written notice to the DIP Agent and the DIP Lenders, have the right to reduce the L/C Subfacility and, upon such reduction, an amount equal to 105% of an amount equal to such reduction shall be released to the Borrower from the cash collateral account; <u>provided</u>, that, after giving effect to such release, the amount on deposit as cash collateral for the L/C Subfacility shall not be less than an amount equal to 105% of the L/C Subfacility as so released. Amounts released to the Borrower pursuant to the foregoing shall continue to constitute DIP Loans for all purposes under the DIP Facility, and shall be subject to the provisions and limitations applicable thereto (including, without limitation, interest and use</p> |

| | |
|--|---|
| | <p>of proceeds).</p> <p><u>See</u> DIP Credit Agreement §§ 1.01, 2.01(a).</p> |
| <p>Use of Cash Collateral Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-2(a)(ii)</p> | <p>The Debtors are authorized, subject to the terms and conditions of the Interim Order (including, without limitation, the Budget), to use all cash collateral of the Prepetition Secured Parties (“Cash Collateral”); and except on the terms and conditions of the Interim Order, the Debtors will be enjoined and prohibited from at any time using cash collateral absent further order of the Court.</p> <p><u>See</u> Interim DIP Order ¶ 15.</p> |
| <p>Budget Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-2(a)(2)</p> | <p>Except as approved by the DIP Agent, Borrower, Holdings, and each Guarantor shall not:</p> <ol style="list-style-type: none"> a. use any cash or the proceeds of any Loans in a manner or for a purpose other than in accordance with the DIP Credit Agreement, the Interim Order, the Final Order, and the Budget, b. permit cumulative net cash flow on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be less than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than an amount equal to 12.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the first week following the Petition Date), c. permit cumulative receipts on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be less than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 15% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), d. permit each of cumulative freight disbursements on a cumulative basis and cumulative trade disbursements on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be greater than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 17.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), provided, however, that for weeks three (3) through six (6) following the Petition Date such covenant shall be subject to a variance of not greater than 25%; e. permit any cumulative individual Budget line item other than net cash flow, receipts or freight and trade disbursements (which shall be subject to the limitation set forth above), on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be greater than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 17.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date); or |

| | |
|--|---|
| | <p>f. pay or otherwise unimpair any claims except for (x) trade claims, provided that such amount, in the aggregate, shall be less than \$41,360,000, and (y) other creditors associated with ordinary course operations (including IT, employees, ordinary course professionals and safety capital expenses), the pension and retiree benefits, in each case, for entities to be reorganized or not sold under the Reorganization Plan; <u>provided, however</u>, that all other unsecured creditors shall receive a maximum aggregate recovery of \$500,000 in cash.</p> <p>Notwithstanding anything in the DIP Credit Agreement to the contrary, the terms and provisions of Article VI (Affirmative Covenants) and Article VII (Negative Covenants) of the DIP Credit Agreement shall be subject to the Budget and shall not be deemed to increase, permit or otherwise modify any amounts otherwise set forth in the Budget.</p> <p><u>See</u> DIP Credit Agreement § 7.18; Interim DIP Order ¶ 6(c).</p> |
| <p>Maturity Date Bankruptcy Rule 4001(c)(1)(B)</p> <p>Local Rule 4001-2(a)</p> | <p>The DIP Facility shall terminate on the earliest to occur of (the “Maturity Date”):</p> <ul style="list-style-type: none"> a. the effective date of a confirmed Reorganization Plan, b. the Initial Maturity Date (which date will be four (4) months after the Petition Date), unless such date has been extended pursuant to <u>Section 2.16</u> and c. the date on which the commitments of the Lenders to make Loans and the commitments of the L/C Arrangers to cause the issuance of Letters of Credit are terminated and the Loans and other Obligations under the DIP Credit Agreement are accelerated following the occurrence of an Event of Default, in each case, pursuant to <u>Section 9.02</u> of the DIP Credit Agreement. <p><u>See</u> DIP Credit Agreement § 1.1.</p> |
| <p>Priority and Liens; Collateral Bankruptcy Rule 4001(c)(1)(B)</p> <p>Local Rule 4001-2(a)(4)</p> | <p>Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims of the DIP Agent on behalf of the DIP Lenders against each of the Debtors (without the need to file any proof of claim) with priority over any and all claims against each of the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 365, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the “DIP Superpriority Claims”) shall be payable from, and have recourse to, all pre- and postpetition property of the Debtors and all proceeds thereof (including, effective upon entry of the Final Order, to the extent granted therein, the Avoidance Proceeds), subject only to Permitted Prior Liens on such property and the Carve-Out . The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that the Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.</p> <p>As security for the DIP Obligations, effective and perfected upon the date of the Interim Order and without the necessity of execution, recordation of filing by the Debtors or the DIP Agent of any mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the DIP Agent of, or over, any DIP Collateral, the following security interests and liens (the “DIP</p> |

| | |
|---|--|
| | <p>Liens) will be granted to the DIP Agent for its own benefit and the ratable benefit of the DIP Lenders (all property identified in clauses (a), (b) and (c) below being collectively referred to as the “DIP Collateral”), subject only to the payment of the Carve-Out:</p> <p>a. First Lien On Unencumbered Property. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first-priority senior security interest in and lien upon: (i) all tangible and intangible pre- and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that on or as of the Petition Date, is not subject to a valid, perfected and non-avoidable lien, including, without limitation, any and all unencumbered cash of the Debtors (whether maintained with the DIP Agent or otherwise); and (ii) the proceeds, products, rents and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (collectively, “Unencumbered Property”), in each case other than, until entry of the Final Order, to the extent granted therein, the proceeds or other amounts, whether by judgment, settlement or otherwise, (the “Avoidance Proceeds”) of the Debtors’ claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code;</p> <p>b. Liens Junior to Certain Other Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected security interests in and liens upon all pre- and postpetition property of the Debtors that: (i) as of the Petition Date, is subject to valid, perfected and unavoidable liens; or (ii) is subject to unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, in each case, (a) other than the Prepetition Liens, and (b) immediately junior to the liens identified in (i) and (ii) above (the “Permitted Prior Liens”).</p> <p>c. Liens Priming Certain Prepetition Liens. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, priming security interest in and lien upon all the Prepetition Collateral (including, without limitation, Cash Collateral), which shall be senior in all respects to the applicable Prepetition Liens and the Adequate Protection Liens, but shall not be senior to any Permitted Prior Liens;</p> <p>d. Liens Senior to Certain Other Liens. The DIP Liens and the Adequate Protection Liens shall not be: (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code; (B) unless otherwise provided for in the DIP Documents or in the Interim Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors to the extent permitted by applicable law; or (C) any liens or security interests granted to secure intercompany obligations among the Debtors; or (ii) subordinated to or made <i>pari passu</i> with any other lien or security interest under sections 363 or 364 of the Bankruptcy Code.</p> <p>See Interim DIP Order ¶ 7.</p> |
| <p>Carve Out Local Rule 4001-2(a)(5)</p> | <p>The “Carve-Out” means an amount equal to the sum of:</p> <p>a. all fees required to be paid to the clerk of the Court and to the United States Trustee (the “U.S. Trustee”) under section 1930(a) of title 28 of the United States</p> |

| | |
|--|--|
| | <p>Code, <i>plus</i> interest at the statutory rate (without regard to the notice set forth in (c) below);</p> <p>b. all reasonable and documented fees and expenses incurred by a trustee appointed under section 726(b) of the Bankruptcy Code in an amount not to exceed \$50,000 (without regard to the notice set forth in (c) below); and</p> <p>c. to the extent allowed by the Court, claims for unpaid reasonable fees, expenses, reimbursements or compensation (the “Professional Fees”) incurred by persons or firms retained by the Debtors or an official committee of unsecured creditors appointed in these Chapter 11 Cases (the “Creditors’ Committee”) pursuant to sections 327 or 1103 of the Bankruptcy Code (the “Professional Persons”), subject to (A) the terms of any interim or final compensation order entered by the Court and (B) to any limits imposed by the Interim Order or Final Order or otherwise on Professional Fees permitted to be incurred in connection with any investigations of claims and defenses against any Prepetition Secured Parties, that are incurred (x) at any time before delivery by the DIP Agent of a Carve-Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice, and (y) after the occurrence and during the continuance of an Event of Default and delivery by the DIP Agent of written notice (the “Carve-Out Trigger Notice”) thereof (which may be by email) to the Debtors, the Debtors’ counsel, the U.S. Trustee, the Prepetition First Lien Agent, and lead counsel for the Creditors’ Committee, if any, in an aggregate amount not to exceed \$1,000,000 (the amount set forth in this clause (iii)(y) being the “Post-EoD Carve-Out Amount”); <i>provided, however</i> that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described in clauses (i), (ii) or (iii) above, on any grounds. For the avoidance of doubt, the amounts described in clause (ii) above shall be inclusive of any retainer(s) held by the applicable Professional Person.</p> <p>Notwithstanding anything to the contrary in the Interim Order or in the DIP Documents, the Carve-Out shall be senior to all Pre-Petition Date and post-Petition Date liens, claims and interests: (i) securing the DIP Obligations and the Adequate Protection Obligations; and (ii) all prepetition obligations or other postpetition obligations.</p> <p><u>See</u> Interim DIP Order ¶ 8.</p> |
| <p>Liens on Avoidance Actions Bankruptcy Rule 4001(c)(1)(B)(xi) Local Rule 4001-2(a)(i)(C)</p> | <p>The superpriority claims of the DIP Agent and DIP Lenders shall be payable from and have recourse to all prepetition and postpetition property of the DIP Credit Parties and all proceeds thereof, including, without limitation, subject to entry of the Final Order, all proceeds or other amounts received in respect of the DIP Credit Parties’ claims and causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds or other amounts received in respect thereof (collectively, the “Causes of Action”).</p> <p><u>See</u> Interim DIP Order ¶ 8(a).</p> |
| <p>Adequate Protection – First Lien Lenders Bankruptcy Rules 4001(b)(1)(B)(iv) and (c)(1)(B)(ii)</p> | <p>The Prepetition First Lien Agent (for itself and for the ratable benefit of the Prepetition First Lien Lenders) will be granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements):</p> <p>(A) a valid, perfected senior replacement security interest in and lien upon all of the Prepetition First Lien Collateral, and</p> <p>(B) a valid, perfected senior security interest in and lien upon all of the DIP</p> |

| | |
|--|--|
| | <p>Collateral, subject and subordinate only to: (i) the DIP Liens; (ii) the Permitted Prior Liens; and (iii) the Carve-Out (the “<u>First Lien Adequate Protection Liens</u>”).</p> <p>To the extent that the First Lien Adequate Protection Liens prove to be insufficient to secure the entire First Lien Adequate Protection Obligations, the Prepetition First Lien Secured Parties will be granted an allowed superpriority administrative expense claim under section 507(b) of the Bankruptcy Code in the amount of the First Lien Adequate Protection Obligations with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “<u>First Lien Superpriority Claim</u>”), subject and subordinate only to the Carve-Out and the DIP Superpriority Claims. The First Lien Superpriority Claim shall have recourse to and be payable from all of the Debtors’ available assets, including, without limitation, subject to entry of the Final Order, to the extent provided therein, the Avoidance Proceeds. Except to the extent expressly set forth in the Interim Order or the DIP Credit Agreement, the Prepetition First Lien Secured Parties shall not receive or retain any payments, property or other amounts in respect of the First Lien Superpriority Claim unless and until the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and any claim having a priority superior to or <i>pari passu</i> with the DIP Superpriority Claims have indefeasibly been paid in cash in full and all Commitments have been terminated.</p> <p>Within two business days following entry of the Interim Order (or, if later, the date on which the Initial Commitment Amount is advanced), the Debtors shall pay, in cash, all accrued and unpaid Transaction Expenses, to the extent provided by the Budget.</p> <p>As additional adequate protection, the Debtors shall make periodic payments, in cash, of accrued and unpaid Transaction Expenses, to the extent provided by the Budget, promptly upon receipt of invoices therefor.</p> <p>The Debtors shall promptly provide the Prepetition First Lien Agent with all required financial reporting and other periodic reporting that is provided to the DIP Agent or the DIP Lenders. These reporting obligations will survive any termination of the DIP Credit Agreement or the Commitments thereunder.</p> <p><u>See</u> Interim DIP Order ¶ 16.</p> |
| <p>Adequate Protection – Second Lien Lenders Bankruptcy Rules 4001(b)(1)(B)(iv) and (c)(1)(B)(ii)</p> | <p>The Prepetition Second Lien Agent (for itself and for the ratable benefit of the Prepetition Second Lien Lenders) will be granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements) a valid, perfected replacement security interest in and lien upon all of the Prepetition Second Lien Collateral, subject and subordinate only to (i) the DIP Liens, (ii) the First Lien Adequate Protection Liens, (iii) the Prepetition First Lien Liens; and (iv) the Carve-Out (the “<u>Second Lien Adequate Protection Liens</u>,” and, together with the First Lien Adequate Protection Liens, the “<u>Adequate Protection Liens</u>”).</p> <p>To the extent that the Second Lien Adequate Protection Liens prove to be insufficient to secure the entire Second Lien Adequate Protection Obligations, the Prepetition Second Lien Secured Parties will be granted an allowed superpriority administrative expense claim under section 507(b) of the Bankruptcy Code in the amount of the Second Lien Adequate Protection Obligations with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “<u>Second Lien Superpriority Claim</u>,” and, together with the First Lien Superpriority Claim, the “<u>Prepetition Superpriority Claims</u>”), subject and subordinate only to the to the Carve-Out, the DIP Superpriority Claims and the First Lien Superpriority Claim. The Second Lien</p> |

| | |
|---|---|
| | <p>Superpriority Claim shall have recourse to and be payable from all of the Debtors' available assets, including, without limitation, subject to entry of the Final Order, to the extent provided therein, the Avoidance Proceeds. Except to the extent expressly set forth in the Interim Order or the DIP Credit Agreement, the Prepetition Second Lien Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Second Lien Superpriority Claim unless and until the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted), the Prepetition First Lien Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and any claim having a priority superior to or pari passu with the DIP Superpriority Claims or the First Lien Superpriority Claim have indefeasibly been paid in cash in full and all Commitments have been terminated.</p> <p><u>See Interim DIP Order ¶ 17.</u></p> |
| <p>Interest Rate Bankruptcy Rule 4001(c)(1)(B)</p> | <p>“Eurodollar Rate” (as defined in the First Lien Credit Agreement as of October 15, 2016, including the 1.25% floor provided for therein), for an interest period of one month plus 7.00% per annum. Upon the occurrence and during the continuance of an Event of Default, at the election of the DIP Agent or Required DIP Lenders, upon receipt by the Borrower of written notice thereof, all obligations under the DIP Facility shall bear interest at a rate of 2.00% above the otherwise applicable rate.</p> <p><u>See DIP Credit Agreement §§ 1.01, 2.08.</u></p> |
| <p>Fees and Expenses Local Rule 4001-2(a)(3)</p> | <p><u>Extension Fees.</u> If the Borrower elects to extend the Initial Maturity Date as set forth in Section 2.16, the Borrower shall pay the Lenders a fee in an amount equal to 0.25% of the Aggregate Commitments for each one (1) month extension.</p> <p><u>Other Fees.</u> The Borrower shall pay to the DIP Agent such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified in the Fee Letter (substantially in the form attached hereto as <u>Exhibit C</u>). Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever (except as expressly agreed between the Borrower and the DIP Agent).</p> <p><u>L/C Fronting Fees.</u> The Borrower shall pay to each L/C Arranger, a fronting fee (a “Fronting Fee”) with respect to each Letter of Credit issued by the L/C Bank equal to 0.75% per annum of the daily maximum amount then available to be drawn under such Letter of Credit. Such Fronting Fees shall be computed on a quarterly basis in arrears and shall be payable on the last Business Day of each calendar month, commencing [November 30], 2016 and on the Maturity Date, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. In addition, the Borrower shall pay directly to each L/C Arranger for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Arranger and the L/C Bank relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable within five (5) Business Days of demand and are non-refundable.</p> <p><u>Expenses.</u> The Borrower agrees to pay or reimburse all DIP Transaction Expenses, including, but not limited to (a) to pay or reimburse the DIP Agent for all reasonable and documented out of pocket costs and expenses incurred in connection with the enforcement of any rights or remedies under the Agreement or the other Loan Documents (including all costs and expenses incurred in connection with any workout or restructuring in respect of the Loans, all costs and expenses incurred in connection with the preservation, disposal and evaluation of the Collateral, all such costs and expenses incurred during any legal proceeding, including any proceeding in the Chapter 11 Cases, and including counsel to DIP Agent), and (b) without limiting the generality of the foregoing, all reasonable fees and</p> |

| | |
|--|--|
| | <p>expenses of any financial advisory, appraisers or accounting firm retained by or for the benefit of the DIP Agent (the Borrower’s obligation to pay all such costs, expenses and charges includes, without limitation, any such costs, expenses and charges that accrue after any conversion of the Chapter11 Cases to proceedings administered under Chapter 7 of the Bankruptcy Code). The foregoing costs and expenses shall include all reasonable search, filing, recording and title insurance charges and fees related thereto, and other reasonable and documented out of pocket expenses incurred by the DIP Agent.</p> <p>The agreements in Section 11.04 of the DIP Credit Agreement shall survive the termination of the Aggregate Commitments and repayment of all other Obligations. All amounts due under Section 11.04 of the DIP Credit Agreement shall be paid within ten (10) Business Days of receipt by the Borrower of an invoice relating thereto setting forth such expenses in reasonable detail. If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of such Loan Party by the DIP Agent in its sole discretion.</p> <p><u>See</u> DIP Credit Agreement §§ 2.03(g), 2.09, 11.04.</p> |
| <p>Covenants Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-2(a)(8)</p> | <p>The DIP Credit Agreement includes affirmative and negative covenants that are substantially similar to the equivalent provisions in the Prepetition First Lien Credit Agreement and are acceptable in all respects to the DIP Agent and the Required DIP Lenders, and with such changes as may be required to reflect the pendency of the Cases and/or to reflect current LSTA standards (as further described in the DIP Credit Agreement).</p> <p><u>See</u> DIP Credit Agreement Article VI and Article VII.</p> |
| <p>Milestones Bankruptcy Rule 4001(c)(1)(B)(vi) Local Rule 4001-2(10)</p> | <p>Failure to comply with the milestones established by the Restructuring Support Agreement will constitute an Event of Default under the DIP Credit Agreement.</p> <p><u>See</u> DIP Credit Agreement § 9.01(z).</p> |
| <p>Events of Default Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-2(10)</p> | <p>Events of default include, as described further in section 9.01 of the DIP Credit Agreement:</p> <ol style="list-style-type: none"> a. Nonpayment; b. Failure to perform specific covenants; c. A representation or warranty is incorrect or misleading in any material respect when made or deemed made; d. Any Loan Party fails to make payments in respect of any Indebtedness (subject to the terms of section 9.01(d)) of the DIP Credit Agreement; e. A non-Loan Party Subsidiary becomes unable to pay its debts or is subject to a writ or warrant of attachment or execution or a similar process in respect of a claim in excess of the Threshold Amount; f. Any of the Loan Parties or Subsidiaries have a final judgment or order for an amount exceeding the Threshold Amount entered against them, and such judgment or order is not satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of sixty (60) consecutive days; |

| | |
|--|---|
| | <ul style="list-style-type: none">g. Certain ERISA Events occur (including one that has resulted or would reasonably be expected to result in liability of any Loan Party under Title IV of ERISA in an aggregate amount which would reasonably be expected to exceed the Threshold Amount);h. Any provision of any Loan Document ceases to be in full force and effect, or its validity or enforceability is contested;i. Any Change of Control occurs;j. Any Collateral Document ceases to create a valid and perfected Lien (having the priorities specified in the Financing Orders) on and security interest in the Collateral;k. Any Loan Party dissolves or liquidates;l. The Bankruptcy Court fails to enter the Final Order by no later than thirty (30) calendar days after the Petition Date (with such changes as the DIP Agent may agree to), or the Interim Order or Final Order is reversed, vacated or its effectiveness is stayed, whether as a result of an appeal or otherwise;m. Any Loan Party fails or neglects to comply with any provision of any Financing Order;n. Except for a Reorganization Plan, any chapter 11 plan shall have been filed in the Chapter 11 Cases;o. The Bankruptcy Court takes certain actions, including entering an order revoking, reversing, staying for a period in excess of ten (10) days, vacating or rescinding any portion of a financing order, or otherwise modifies, supplies, or amends a Financing Order without the consent of the DIP Agent and the Required Lenders, or permits any administrative expense or any claim to have administrative priority as to the Loan Parties equal or superior to the priority of the DIP Lenders (except for allowed administrative expenses having priority over the Obligations only to the extent set forth in the definition of Carve-Out);p. The Bankruptcy Court grants relief from the automatic stay to any Person holding a Lien upon any pre-petition or post-petition assets of any Loan Party with respect to any Collateral or any other assets of any Loan Party where the aggregate value of the property subject to all such order or orders is greater than \$500,000;q. Any provision of the Financing Orders, the DIP Credit Agreement, or any other Loan Document ceases to be valid, binding, or enforceable;r. Any Loan Party seeks to disallow in whole or in part the Obligations arising under the DIP Credit Agreement or the Indebtedness owed under the Prepetition First Lien Credit Agreement, among other things;s. Any Loan Party makes a payment on account of any prepetition claim or Indebtedness other than those authorized under the Financing Orders or by the Bankruptcy Court;t. Certain other bankruptcy matters occur (including the entry by the Bankruptcy Court of an order modifying the adequate protection obligations without the prior written consent of the DIP Agent or an order avoiding or requiring disgorgement by the DIP Agent or Lenders of any amounts received in respect of the Obligations);u. Any Loan Party is enjoined, restrained, or in any way prevented by court order (other |
|--|---|

| | |
|--|---|
| | <p>than an order of the Bankruptcy Court approved by the Required Lenders) from continuing to conduct all or any material part of its business affairs;</p> <p>v. The Restructuring Support Agreement is terminated (without regard to any waivers thereof granted for any other reason);</p> <p>w. Borrower fails to comply with, satisfy or achieve certain covenants or actions within the deadlines set forth in the DIP Credit Agreement (unless each of which may be extended to a later date to which the Majority Consenting Lenders and the DIP Agent agree in writing), or certain other events enumerated in section 9.01(z) of the DIP Credit Agreement occur.</p> <p><u>See</u> DIP Credit Agreement § 9.01.</p> |
| <p>Conditions to Closing Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-2(a)(2)</p> | <p>The obligation of each Lender to make its initial Loans under the DIP Credit Agreement is subject to satisfaction of the certain conditions precedent (summarized below), except as otherwise agreed between the Borrower and the DIP Agent:</p> <p>a. The DIP Agent’s receipt of the DIP Credit Agreement and certain related documents, each properly executed by a Responsible Officer of the signing Loan Party (to the extent applicable), and each in form and substance reasonably satisfactory to the DIP Agent and its legal counsel and the Required Lenders;</p> <p>b. The DIP Agent and the Required Lenders shall have received and been satisfied in all respects with the Initial Budget;</p> <p>c. All proceedings taken in connection with the execution of the DIP Credit Agreement are satisfactory in all respects to the DIP Agent;</p> <p>d. The Loan Parties shall have commenced the Chapter 11 Cases and all of the “first day motions,” first day orders, and related pleadings shall be reasonably satisfactory in all respects in form and substance to the DIP Agent;</p> <p>e. The Interim Order is entered by the Bankruptcy Court within three (3) Business Days of the Petition Date (but in any event not later than the Closing Date);</p> <p>f. All orders and pleadings pertaining to cash management and adequate protection are reasonably satisfactory in all respects in form and substance to the DIP Agent and the Required Lenders;</p> <p>g. No trustee, examiner or receiver shall have been appointed or designated with respect to the Loan Parties or their business, properties or assets and no motion shall be pending seeking any such relief, and no motion shall be pending seeking any other relief, in the Bankruptcy Court to exercise control over Collateral with an aggregate fair market value in excess of \$1,000,000 with respect to all such motions (besides a motion that is being contested in good faith by the Loan Parties and which contest the Loan Parties and the Lenders reasonably believe will be successful);</p> <p>h. The Prepetition First Lien Agent and the Prepetition First Lien Lenders receive a copy of the order granting Permitted First Lien Adequate Protection;</p> <p>i. Payment by the Borrower of all accrued costs, fees and expenses (including applicable Attorney Costs and the reasonable and documented out-of-pocket fees and expenses of any other advisors) and any other compensation due and payable to the DIP Agent, on</p> |

| | |
|---|---|
| | <p>the Closing Date shall have been received;</p> <p>j. The Lenders shall have received on or prior to the Closing Date all documentation and other information required by regulatory authorities under applicable “know your customer” and anti money laundering rules and regulations, including without limitation the PATRIOT Act, in order to allow the Lenders to comply therewith, in each case, to the extent requested at least five (5) Business Days prior to the Closing Date;</p> <p>k. The DIP Agent shall have received a certificate signed by a Responsible Officer of the Borrower certifying as to clause (l) below and clauses (a), (b), (d), (e) and (f) of Section 4.02 in substantially the form of Exhibit J to the DIP Credit Agreement;</p> <p>l. No Material Adverse Effect has occurred (as set forth in Section 4.01 of the DIP Credit Agreement);</p> <p>Without limiting the generality of the provisions of Section 10.03 of the DIP Credit Agreement, for purposes of determining compliance with the conditions specified in Section 4.01 of the DIP Credit Agreement, each Lender that has signed the Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the DIP Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.</p> <p><u>See DIP Credit Agreement § 4.01.</u></p> |
| <p>Determination Regarding Prepetition Claims and Effect on Third Parties Bankruptcy Rule 4001(c)(1)(B)(iii)</p> | <p>The Debtors’ stipulations, admissions, agreements and releases contained in the Interim Order, including, without limitation, in paragraph 4 of the Interim Order, shall be binding upon the Debtors and in all circumstances and for all purposes.</p> <p>The Debtors’ stipulations, admissions, agreements and releases contained in the Interim Order, including, without limitation, in paragraph 4 of the Interim Order, shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases (including the Creditors’ Committee, if any) and any other person or entity acting or seeking to act on behalf of the Debtors’ estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless the following three criteria are satisfied:</p> <p>(i) Challenge Period. Such committee or any other party in interest (subject in all respects to any agreement or applicable law that may limit or affect such entity’s right or ability to do so), in each case, with requisite standing granted by the Court, has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, inter alia, in paragraph 21(b) by no later than the date that is the sooner of (y) seventy-five (75) days after entry of the Final Order; or (z) confirmation of a plan of reorganization or liquidation in any of the Chapter 11 Cases (the “Challenge Period”).</p> <p>(ii) Challenge Proceeding. Such adversary proceeding or contested matter (A) objects to or challenges the amount, validity, perfection, enforceability, priority or extent of the Prepetition Obligations or the Prepetition Liens, or (B) otherwise asserts or prosecutes any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, a “Challenge Proceeding”) against the Prepetition Secured Parties or their respective subsidiaries, officers, directors, managers, principles, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the</p> |

| | |
|--|--|
| | <p>respective successors and assigns thereof, in each case in their respective capacity as such (each a “Representative,” and, collectively, the “Representatives”) in connection with matters related to the Existing Agreements, the Prepetition Obligations, the Prepetition Liens and the Prepetition Collateral.</p> <p>(iii) Final Non-Appealable Order. There is a final, non-appealable order in favor of the plaintiff in any such Challenge Proceeding; provided, that any pleadings filed in any Challenge Proceeding shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred; and provided, further, that nothing contained herein shall preclude or otherwise limit the rights of the Creditors’ Committee or any party to seek to intervene, or to appear and be heard under section 1109(b) of the Bankruptcy Code.</p> <p><u>See</u> Interim DIP Order ¶ 21.</p> |
| <p>Section 506(c) Waiver Bankruptcy Rule 4001(c)(1)(B)(x)</p> | <p>Subject only to, and effective upon, entry of the Final Order, except to the extent of the Carve-Out, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral or the DIP Collateral, pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law.</p> <p><u>See</u> Interim DIP Order ¶ 12.</p> |

BACKGROUND

11. On the date hereof (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors intend to continue in the possession of their respective properties and the management of their respective businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. The Debtors have requested that these chapter 11 cases be consolidated for procedural purposes. As of the date hereof, no trustee, examiner or official committee has been appointed in any of the Debtors’ cases.

12. Prior to the Petition Date, the Debtors began the solicitation of votes on the *Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (including all exhibits, schedules, appendices, and supplements thereto, and as amended, modified, or supplemented from time to time, the

“Prepackaged Plan”), through their disclosure statement related to the Prepackaged Plan (including all exhibits, schedules, appendices, and supplements thereto, and as amended, modified, or supplemented from time to time, the **“Disclosure Statement”**). As of the date that solicitation commenced, the Debtors, holders of approximately 98.8% of the aggregate principal amount of the Debtors’ first lien term loan facility and first lien revolving credit facility, and the majority equity holder of Speedstar Holding Corporation (**“Speedstar”**), funds managed by the majority equity holder that hold equity interests in Speedstar, the general partner of such funds, and their affiliates had entered into the Restructuring Support Agreement, whereby such parties agreed to support the Prepackaged Plan. The Debtors have filed concurrently herewith a motion seeking, among other things, to schedule a combined hearing on the confirmation of the Prepackaged Plan and approval of the Disclosure Statement.

13. The events leading up to the Petition Date and the facts and circumstances supporting the relief requested herein are set forth in the First Day Declaration.

A. Prepetition Capital Structure.

14. As of September 30, 2016, the Debtors had \$607.5 million of consolidated outstanding indebtedness to third parties. The components of the Debtors’ outstanding indebtedness are summarized below.

15. Prior to the Petition Date, the Debtors were party to a first lien revolving credit facility with maximum aggregate availability of \$50 million, including a \$5 million swing line loan sub-facility and a \$5 million letter of credit sub-facility (collectively, the **“First Lien Revolving Credit Facility”**) pursuant to that certain senior secured Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012 (the **“First Lien Credit Agreement,”** and together with all security, pledge, and guaranty agreements and all other documentation executed in connection with any of the foregoing, each as amended, supplemented, or otherwise modified,

the “**First Lien Credit Documents**”), among Transtar, as Borrower, Speedstar, as Holdings, the guarantors party thereto, the lenders party thereto, and the Royal Bank of Canada, as administrative agent and collateral agent for the First Lien Lenders (in such capacities, the “**First Lien Credit Agreement Agent**”).

16. As of the Petition Date, there is approximately \$45.8 million in principal and \$2.2 million in accrued but unpaid interest outstanding under the Revolving Facility, as well as \$3.9 million in issued and outstanding letters of credit. Indebtedness under the First Lien Revolving Credit Facility matures on October 9, 2017, and is secured by a first priority security interest in the Prepetition Collateral.

(c) First Lien Term Loan Facility.

17. Prior to the Petition Date, the Debtors were also party to a \$370,000,000 first lien term loan facility (the “**First Lien Term Loan Facility**,” and, together with the First Lien Revolving Credit Facility, the “**First Lien Credit Facility**”). As of the Petition Date, there is approximately \$358.3 million in principal and \$17.1 million in accrued but unpaid interest and fees outstanding under the First Lien Term Loan Facility. Indebtedness under the First Lien Term Loan Facility matures on October 9, 2018, and is secured by a first priority security interest in the Prepetition Collateral, *pari passu* with the security interest in such collateral securing the First Lien Revolving Credit Facility.

(d) Second Lien Term Loan Facility.

18. Prior to the Petition Date, the Debtors were also party to a \$170,000,000 second lien term loan facility (the “**Second Lien Credit Facility**”) pursuant to that certain senior secured Amended and Restated Second Lien Credit Agreement, dated as of October 9, 2012 (the “**Second Lien Credit Agreement**,” and, together with all security, pledge, and guaranty agreements and all other documentation executed in connection with any of the foregoing, each

as amended, supplemented, or otherwise modified, the “**Second Lien Credit Documents**”) among Transtar, as Borrower, Speedstar, as Holdings, the guarantors party thereto, the lenders party thereto, and Cortland Capital Markets Services, LLC (as successor to Royal Bank of Canada), as administrative agent and collateral agent for the Second Lien Lenders (in such capacities, the “**Second Lien Credit Agreement Agent**”).

19. As of the Petition Date, there is approximately \$170 million in principal and \$12.5 million in accrued but unpaid interest outstanding under the Second Lien Term Loan Facility. Indebtedness under the Second Lien Term Loan Facility matures on October 9, 2019, and is secured by a second priority security interest in the Prepetition Collateral.

B. The Restructuring Support Agreement

20. In accordance with the terms of the Restructuring Support Agreement, on November 19, 2016, the Debtors proposed the Prepackaged Plan and began the solicitation of votes on the Prepackaged Plan through the Disclosure Statement. The Prepackaged Plan provides that each First Lien Lender shall receive, subject to dilution by the Management Incentive Plan and distributions to the lenders under the Senior Exit Facility (each as defined and further described in the Term Sheet attached to the Restructuring Support Agreement as Exhibit A), its *pro rata* share of (a) 100% of the equity interests in Speedstar, as reorganized on the effective date of the Prepackaged Plan, (b) \$60 million in new unsecured notes to be issued by the reorganized Debtors on the effective date of the Prepackaged Plan, which shall mature on the date that is five years from the effective date of the Prepackaged Plan and bear interest at 8.75% per annum, of which interest 1% shall be payable semi-annually and payable in cash, and of which interest 7.75% shall be payable semi-annually and payable-in-kind (the “**New PIK Notes**”), and (c) \$200,000,000 in principal amount of remaining claims under the First Lien Credit Agreement, as amended by the First Lien Credit Agreement Amendment.

21. The Plan further provides that unsecured claims against the Debtors (including, for the avoidance of doubt, the claims under the Second Lien Credit Agreement) will share in a maximum aggregate recovery of \$500,000; provided that holders of Ordinary Course General Unsecured Claims (as such term is defined in the Prepackaged Plan, including the Debtors' employees, ordinary course professionals, trade creditors, and the Debtors' pension and retiree benefits) will have the option to elect to continue to provide goods and services to the Debtors, and in the event of such election, the Reorganized Debtors shall pay such undisputed claims in the ordinary course of business. Under the Prepackaged Plan, all existing interests in Speedstar shall be cancelled.

22. The Debtors' chapter 11 cases will proceed pursuant to the milestones set forth in the Restructuring Support Agreement, which are reasonable and desirable in these circumstances. The milestones not only minimize the amount of time the Debtors are required to stay in chapter 11, but also protect the investments of a majority of the Debtors' prepetition lenders and provide the necessary runway to ensure a successful restructuring. In accordance with the milestones, the Debtors intend to file a motion to assume the Restructuring Support Agreement within five (5) business days of the Petition Date.

C. The Debtors' Decision to Enter into the DIP Credit Agreement

23. As a bankruptcy filing became more likely, the Debtors, along with their advisors, began negotiating with their prepetition lenders as potential sources of postpetition financing. Ultimately, certain of the Consenting First Lien Lenders (the "**DIP Lenders**") made the only debtor-in-possession financing offer.

24. The Debtors also considered a number of other factors in determining whether to enter into the DIP Credit Agreement. First, the DIP Credit Agreement contains favorable pricing terms and provides the necessary flexibility the Debtors need to operate in

chapter 11. Additionally, the Debtors would have faced significant difficulty in obtaining third-party postpetition financing without the consent of the First Lien Lenders, as the Debtors do not hold unencumbered assets to which a non-priming lien could attach. Finally, the Debtors determined that the DIP Lenders' proposed facility would quickly and adequately address the Debtors' reasonably foreseeable liquidity needs while maximizing the value of the Debtors' assets and estates.

THE DIP FACILITY

25. The value of the Debtors' estates is dependent primarily on the continued dedication of their employees and their ability to continue providing goods to their customers. Interruption of the Debtors' businesses would severely impede their ability to continue operations and maintain the value of the estates for the benefit of their stakeholders. To continue their operations, preserve the value of their estates on a going-forward basis, and provide comfort to their vendors, customers, and employees regarding their liquidity, the Debtors require the immediate use of Cash Collateral and the postpetition financing available under the DIP Facility.

26. The DIP Facility, totaling \$69,700,000 million in the aggregate, of which \$55,000,000 may be drawn subject to customary conditions, and an additional \$14.7 million may be drawn with the consent of the DIP Lenders, in combination with the use of Cash Collateral, will provide the necessary liquidity to fund the Debtors' operating, working capital, and capital expenditure needs during the course of these chapter 11 cases. The Debtors seek immediate access to up to \$30 million of the DIP Facility on an interim basis, which will be used for the Debtors' immediate liquidity needs.

27. Although the DIP Credit Agreement does not contemplate a commitment fee or closing fee, the Debtors have separately agreed to pay an administrative agency and

collateral management fee to the DIP Agent on the terms set forth in the Fee Letter (substantially in the form attached hereto as Exhibit C).

BASIS FOR RELIEF REQUESTED

28. Section 364 of the Bankruptcy Code distinguishes among (a) obtaining unsecured credit in the ordinary course of business, (b) obtaining unsecured credit outside of the ordinary course of business, and (c) obtaining credit with specialized priority or with security. If a debtor in possession cannot obtain sufficient postpetition credit on an unsecured basis, section 364(c) of the Bankruptcy Code permits a bankruptcy court to authorize a debtor to obtain credit or incur debt, repayment of which is entitled to superpriority administrative expense status and/or is secured by a senior lien on unencumbered property or a junior lien on encumbered property. Furthermore, section 364(d) of the Bankruptcy Code permits a bankruptcy court to authorize a debtor to obtain postpetition credit secured by a senior or equal lien on encumbered property (i.e., a priming lien) when a debtor is unable to obtain credit elsewhere and the interests of the existing lienholders are adequately protected. See 11 U.S.C. §§ 364(c), (d).

29. The Debtors have been unable to procure financing in the form of unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code or solely as an administrative expense under section 364(a)-(b) of the Bankruptcy Code. Indeed, the Debtors believe that the DIP Facility is the only source of postpetition financing available to them at all. Therefore, the Debtors submit that they have satisfied the requirements to access such postpetition financing on a superpriority, secured basis pursuant to section 364 of the Bankruptcy Code.

30. As discussed herein, the DIP Facility will be secured by junior liens and senior priming liens on substantially all of the assets of the Debtors' estates pursuant to section

364 of the Bankruptcy Code. Moreover, the obligations under the DIP Facility will be granted superpriority administrative expense status.

**A. The Debtors Should Be Authorized to Obtain
Postpetition Financing Under Section 364(c) of the Bankruptcy Code.**

31. Section 364(c) of the Bankruptcy Code provides that if a debtor is unable to obtain unsecured credit allowable as an administrative expense, the court may authorize the debtor to obtain credit or incur debt on a superpriority administrative basis, secured by a lien on the debtor's unencumbered assets, and/or secured by a junior lien on the debtor's already encumbered assets. See 11 U.S.C. § 364(c). Section 364(c) financing is appropriate when the debtor in possession is unable to obtain unsecured credit allowable as an ordinary administrative claim. See In re Ames Dep't Stores, Inc., 115 B.R. 34, 37-29 (Bankr. S.D.N.Y. 1990) (debtor must show that it has made a reasonable effort to seek other sources of financing under sections 364(a) and (b) of the Bankruptcy Code).

32. To determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code, this court applies a three-part test, examining whether (a) the debtor is unable to obtain unsecured credit under section 364(b) (i.e., by allowing a lender only an administrative claim); (b) the credit transaction is necessary to preserve the assets of the estate; and (c) the terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and the proposed lender. See In re Ames Dep't Stores, 115 B.R. at 37-39. The Debtors satisfy each part of this test.

**i. The Debtors Could Not Obtain Unsecured or Junior Secured
Financing.**

33. To show that the credit required is not obtainable on an unsecured basis, a debtor need only demonstrate "by a good faith effort that credit was not available without" the

protections of sections 364(c) of the Bankruptcy Code. Bray v. Shenandoah Fed. Sav. and Loan Ass'n (In re Snowshoe Co.), 789 F.2d 1085, 1088 (4th Cir. 1986). Thus, “[t]he statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable.” Id.; see also In re Ames Dep’t Stores, 115 B.R. at 40 (holding that debtor made reasonable effort to secure financing where it approached four lending institutions, was rejected by two, and selected least onerous financing option from remaining two lenders).

34. As set forth above and in the Tang Declaration, prior to commencing these chapter 11 cases, the Debtors endeavored to identify potential sources of postpetition financing. In the weeks leading up to the Petition Date, the Debtors and their advisors discussed debtor-in-possession financing with certain of the Debtors’ existing constituents, which ultimately resulted in one offer: the DIP Lenders’ postpetition financing package.

35. None of the alternative potential lenders contacted were willing to provide the financing needed solely on an unsecured, administrative claim basis. They were similarly unwilling to provide financing on a secured, non-priming basis.

ii. Entry Into the DIP Facility Is Necessary to Preserve Assets of the Estates and Is in the Best Interest of Creditors.

36. A debtor’s decision to enter into a postpetition lending facility under section 364 of the Bankruptcy Code is governed by the business judgment standard. See In re Barbara K Enters., Inc., 2008 WL 2439649 at *14 (Bankr. S.D.N.Y. Mar. 5, 2009) (explaining that courts defer to debtor’s business judgment); Ames Dep’t Stores, 115 B.R. at 38 (noting that financing decisions under section 364 of the Bankruptcy Code must reflect debtor’s business judgment). Courts grant a debtor considerable deference in acting in accordance with its sound business judgment. See, e.g., Barbara K Enters., 2008 WL 2439649 at *14 (explaining that

courts defer to debtor's business judgment "so long as a request for financing does not 'leverage the bankruptcy process' and unfairly cede control of the reorganization to any party in interest.").

37. To determine whether the business judgment standard is met, a court is "required to examine whether a reasonable business person would make a similar decision under similar circumstances." In re Dura Auto. Sys., Inc., No. 06-11202 (KJC), 2007 Bankr. LEXIS 2764, at *272 (Bankr. D. Del. Aug. 15, 2007) (quoting In re Exide Techs., 340 B.R. 222, 239 (Bankr. D. Del. 2006)).

38. Here, in the exercise of their business judgment, the Debtors have determined that entry into the DIP Facility is necessary to preserve the assets of their estates and is in the best interests of creditors. Without the financing provided by the DIP Facility, the Debtors will lack the liquidity necessary to continue operating and their businesses will fail. Entry into the DIP Credit Agreement is thus in the best interests of the Debtors, their estates, and their stakeholders.

39. The Debtors' management, Board of Directors and professionals have reviewed their restructuring alternatives in detail over the past several weeks and have explored various alternative sources of capital and financing as part of this process, including the DIP Facility. The Debtors' management took the steps they deemed necessary and exercised their best business judgment in negotiating the DIP Credit Agreement. The Debtors' management and the Board of Directors ultimately concluded that the DIP Facility was the only immediately accessible source of funds needed to meet their working capital needs. Accordingly, the Debtors' decision to enter into the proposed DIP Facility is an exercise of their sound judgment that warrants approval by the Court.

iii. The Terms of the DIP Facility Are Fair and Reasonable Under the Circumstances.

40. In determining whether the terms of postpetition financing are fair and reasonable, courts consider the relative circumstances of both the debtor and the potential lender. See In re Farmland, 294 B.R. at 886-89; see also Unsecured Creditors' Comm. Mobil Oil Corp. v. First Nat'l Bank & Trust Co. (In re Ellingsen MacLean Oil Co., Inc.), 65 B.R. 358, 364-65 n.7 (W.D. Mich. 1986) (recognizing debtor may have to enter into "hard" bargains to acquire funds for its reorganization).

41. The terms of the DIP Credit Agreement are fair and customary for facilities of this kind. The DIP Facility will also be used to pay the pre-and postpetition professional fees and expenses incurred by the DIP Lenders.

42. The various fees and charges associated with obtaining the DIP Facility are usual and customary and well within the range of reasonableness. See Tang Declaration at ¶ 17. Courts recognize that arranger and lender fees often are the only way to obtain financing, and routinely approve them. See, e.g., Resolution Trust Corp. v. Official Unsecured Creditors' Comm. (In re Defender Drug Stores, Inc.), 145 B.R. 312, 316-19 (B.A.P. 9th Cir. 1992) (approving financing facility pursuant to section 364 of the Bankruptcy Code that included a lender "enhancement fee").

43. Further, the DIP Facility does not directly or indirectly deprive the Debtors' estates or other parties in interest of possible rights and powers by restricting the services for which professionals may be paid in these cases. Instead, the DIP Facility subjects the security interests and administrative expense claims granted to the DIP Lenders to the Carve-Out for certain administrative and professional fees, including (i) fees required to be paid to the Court and to the U.S. Trustee, and (ii) fees and disbursements incurred by professional persons

employed by the Debtors or any statutory committee in the Debtors' chapter 11 cases. Carve-outs for professional fees have been found to be reasonable and necessary to ensure that statutory creditors' committees and debtors' estates are adequately assisted by counsel and other professionals. See In re Ames, 115 B.R. at 38.

44. Accordingly, after thorough analysis and consultation with their advisors, the Debtors have concluded that the terms of the DIP Facility are reasonable and appropriate under the circumstances.

B. Financing Under Section 364(d) of the Bankruptcy Code.

45. Section 364(d)(1) of the Bankruptcy Code provides that a court may authorize a debtor to incur postpetition debt on a senior or "priming" basis if (a) the debtor is unable to obtain credit otherwise and (b) there is "adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted." See 11 U.S.C. § 364(d)(1); see also In re YL West 87th Holdings I LLC, 423 B.R. 421, 441 (Bankr. S.D.N.Y. 2010).

i. Any Available Financing Requires Priming Pursuant to Section 364(d)(1).

46. Although courts require a debtor to make a reasonable effort to seek credit from other sources available under section 364, section 364(d) does not require an exhaustive search. See In re Snowshoe Co., 789 F.2d at 1088; see also In re 495 Central Park Ave. Corp., 136 B.R. 626, 630-31 (Bankr. S.D.N.Y. 1992) ("Section 364(d)(1) does not require the debtor to seek alternate financing from every possible lender. However, the debtor must make an effort to obtain credit without priming a senior lien."); In re Reading Tube Indus., 72 B.R. 329, 332 (Bankr. E.D. Pa. 1987) ("Courts have found 20 attempts [to secure funding] and 2 attempts [to

secure funding] to be sufficient under the particular circumstances of each case but . . . one attempt is not sufficient.”).

47. The Debtors contacted three groups of potential lenders regarding debtor-in-possession financing. None of the potential lenders was willing to commit to postpetition financing on an unsecured or junior secured basis.

48. Importantly, as explained below, the Prepetition Secured Parties have consented (or are deemed to have consented pursuant to the terms of the Intercreditor Agreement) to the priming of their liens in connection with the DIP Facility. Accordingly, the Debtors submit that the priming liens contained in the DIP Facility are appropriate under the circumstances here.

ii. The Prepetition Secured Parties Either Have Consented or Have Been Deemed to Have Consented to Being Primed.

49. The Prepetition Secured Parties either have consented or have been deemed to have consented to being primed and, accordingly, have agreed to the Debtors’ entry into the DIP Credit Agreement. See Anchor Says. Bank v. Sky Valley, Inc., 99 B.R. 117, 122 (N.D. Ga. 1989) (consenting to imposition of priming lien “relieved the debtor of having to demonstrate that [the lienholders] were adequately protected”).

50. Specifically, the First Lien Credit Agreement Agent has expressly consented to being primed by the DIP Facility and have agreed to the Debtors’ use of Cash Collateral. By virtue of such consent, the Second Lien Credit Agreement Agent is also deemed to have consented to the priming of its liens pursuant to the Intercreditor Agreement. Such consent is explicitly provided for in Section 2.07(a)(iv) of the Intercreditor Agreement, which provides that the Second Lien Lenders may not oppose or object to, and will consent, solely in their capacity as secured creditors, to any postpetition financing (including any debtor in

possession financing) provided by any of the First Lien Lenders, including on a priming basis.⁵

The Debtors submit that these consents are sufficient to satisfy the requirements under section 364(d)(1) of the Bankruptcy Code, and that the priming mechanism implemented under the DIP Facility is justified and appropriate.

iii. The Debtors' Proposed Grant of Adequate Protection is Appropriate.

51. In addition to the deemed consent to the DIP Facility resulting from the Intercreditor Agreement, the Debtors believe that the Prepetition Secured Parties' interests in the Prepetition Collateral are also adequately protected in compliance with section 364(d)(1) of the Bankruptcy Code.

52. While the Bankruptcy Code does not define "adequate protection," section 361 of the Bankruptcy Code contains a non-exhaustive list of acceptable forms of adequate protection, including cash payments, additional liens, replacement liens, and the "indubitable equivalent of such entity's interest in such property." 11 U.S.C. § 361. The "indubitable equivalent" alternative "is regarded as a catch all, allowing courts discretion in fashioning the protection provided to a secured party." Resolution Trust Corp. v. Swedeland Dev. Group, Inc. (In re Swedeland Dev. Group, Inc.), 16 F.3d 552, 564 (3d Cir. 1994). Courts determine adequate protection for purposes of the Bankruptcy Code "on a case-by-case basis." Id.; see also In re Mosello, 195 B.R. 277, 289 (Bankr. S.D.N.Y. 1996) ("[T]he determination of adequate protection is a fact-specific inquiry . . . left to the vagaries of each case."). The purpose of adequate protection "is to ensure that the creditor receives the value for which he bargained prebankruptcy." Id. (quoting MBank Dallas, N.A. v. O'Connor (In re O'Connor), 808 F.2d 1393, 1396 (10th Cir. 1987)); In re 495 Cent. Park Ave. Corp., 136 B.R. 626, 631 (Bankr.

⁵ The Second Lien Lenders may oppose or object to such financing if the Required Lenders, as defined in the First Lien Credit Agreement, oppose or object to such financing.

S.D.N.Y. 1992) (“The goal of adequate protection is to safeguard the secured creditor from diminution in the value of its interest”).

53. In exchange for the Debtors’ use of the Prepetition Collateral, the Debtors have agreed to provide certain adequate protection to the Prepetition Secured Parties, as the holders of secured claims that will be primed to secure the obligations under the DIP Credit Agreements, to the extent they are secured and there is any diminution in the value of the Prepetition Collateral. The Debtors submit that the Prepetition Secured Parties are adequately protected by the adequate protection liens and other protections granted to the Prepetition Secured Parties under the Interim Order. Additionally, the Debtors’ continued use of the Prepetition Collateral will preserve, if not enhance, the Prepetition Secured Parties’ interests therein by allowing the Debtors to effectively reorganize and operate as a profitable enterprise on a going-forward basis.

54. In addition, the Prepetition Secured Parties’ interests in the Prepetition Collateral are adequately protected because the Debtors’ going concern value far exceeds the Debtors’ value in a forced liquidation. Therefore, all creditors of the Debtors’ estates will be better off if the Debtors are granted authority to use the Prepetition Collateral. The proceeds from the DIP Facility will create additional value for these estates by providing immediate access to capital to stabilize operations, pay employees and vendors and preserve the going concern value of the Debtors.

55. To the extent further protection against diminution in the value of the Prepetition Collateral is required, the Debtors have also proposed to grant additional protections to the Prepetition Secured Parties, including (i) replacement security interests in and liens on all of the Prepetition Collateral, junior to the liens securing the DIP Facility (and, in the case of the

Second Lien Lenders, junior to the liens securing the First Lien Credit Facility) and (ii) superpriority administrative claims under section 507(b) of the Bankruptcy Code to the extent of diminution in value, junior to the superpriority administrative claims of the DIP Lenders (and, in the case of the Second Lien Lenders, junior to the claims of the First Lien Lenders).

56. Based on the foregoing, the Debtors believe that the adequate protection proposed herein is fair and reasonable under the circumstances of these cases and is more than sufficient to satisfy the requirements of section 364(d) of the Bankruptcy Code.

iv. Use of Cash Collateral

57. In addition to the need for debtor-in-possession financing, the Debtors require and request immediate use of their Cash Collateral pending a Final Hearing on the Motion. Section 363(c)(2) of the Bankruptcy Code provides that the Debtors may not use, sell or lease cash collateral unless “(A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.” 11 U.S.C. § 363(c)(2). Use of cash collateral is authorized if the holders of interests in such cash collateral consent or are provided adequate protection for such interests. See 11 U.S.C. § 363(e).

58. The Debtors submit that, under the circumstances here, their request to use Cash Collateral should be approved. The First Lien Credit Agreement Agent has consented to the Debtors’ use of Cash Collateral provided that the relief requested herein is granted. As a result, the Second Lien Credit Agreement Agent may not oppose or object to the use of Cash Collateral pursuant to Section 2.07(a)(iii) of the Intercreditor Agreement, which provides that the Second Lien Lenders may not oppose or object to the use of Cash Collateral unless the Required Lenders (as defined in the First Lien Credit Agreement) oppose or object to such use. Absent

such authority, the Debtors would not have access to any additional liquidity, which would stifle their ability to reorganize. In addition, for the reasons described above, the Debtors believe that the adequate protection proposed herein and in the Interim Order is fair and reasonable and is sufficient to satisfy the requirements of section 363(c) of the Bankruptcy Code.

D. Modification of the Automatic Stay.

59. Section 362 of the Bankruptcy Code provides for an automatic stay upon the filing of a bankruptcy petition. The DIP Credit Agreement and Interim Order contemplate the modification of the automatic stay to the extent necessary to permit the Debtors and the DIP Agent and DIP Lenders to take all actions necessary to implement the DIP Credit Agreement and the Interim Order. Pursuant to Local Rule 4001-2(c), the DIP Lenders will provide seven (7) days' notice to the Debtors, the U.S. Trustee and counsel to the Prepetition Agents after an event of default before enforcing remedies under the DIP Documents, and five (5) days' notice to such parties before terminating the use of Cash Collateral.

60. Stay modification provisions of this type are customary components of postpetition debtor-in-possession financing facilities and, in the Debtors' business judgment, are reasonable under the circumstances, and will provide the Debtors and other parties reasonable time to cure or contest an event of default. Accordingly, the Debtors request that the Court authorize the modification of the automatic stay in accordance with the terms set forth in the Interim Order.

E. Interim Approval and Irreparable Harm.

61. Bankruptcy Rule 4001 provides that a final hearing on a motion to obtain postpetition financing and use of cash collateral may not be commenced earlier than fourteen (14) days after the service of such motion. Upon request, however, the Court is empowered to conduct a preliminary, expedited hearing on the motion and to authorize the use of cash collateral

and proposed debtor-in-possession financing to the extent necessary to avoid immediate and irreparable harm to a debtor's estate. See Fed. R. Bankr. P. 4001(c)(2).

62. The Debtors have an urgent and immediate need for cash to continue to operate. Absent access to Cash Collateral and the DIP Facility, the Debtors would have no ability to meet their ongoing obligations to suppliers, vendors, employees and other creditors. If the Debtors are unable to pay their ongoing obligations, they will not be able to operate. In contrast, the Debtors' use of Cash Collateral and access when needed to the DIP Facility will ensure that the "going concern" value of their assets is preserved, a value substantially greater than the value which would be realized if the Debtors were forced to cease operations immediately due to a lack of liquidity. Accordingly, the Debtors request that the Court conduct a preliminary hearing on the Motion and authorize the Debtors, from the entry of the Interim Order until the Final Hearing, to use Cash Collateral and to borrow up to \$30,000,000 under the DIP Facility to avoid immediate and irreparable harm to their estates.

F. Establishing Notice Procedures and Scheduling the Final Hearing.

63. Notice of the request for the authority to enter into the Interim Order will be given to (a) counsel to the United States Trustee for Region 2; (b) the Debtors' fifty (50) largest unsecured creditors on a consolidated basis; (c) counsel to Royal Bank of Canada, as administrative agent under the Debtors' prepetition first lien credit agreement; (d) counsel to Cortland Capital Markets, LLC, as administrative agent under the Debtors' prepetition second lien credit agreement; (e) counsel to the administrative agent under the Debtors' postpetition financing agreement; (f) counsel to Friedman Fleischer & Lowe, LLC; and (g) the Debtors' existing banks. The Debtors submit that, under the circumstances, no further notice of the hearing on the interim financing is necessary and request that any further notice be dispensed with and waived.

64. The Debtors request that the Court schedule the Final Hearing within thirty (30) days of the filing date and authorize them to mail copies of the entered Interim Order, which fixes the time, date and manner for the filing of objections to entry of the Final Order.

65. The Debtors request that the Court consider such notice of the Final Hearing to be sufficient notice under Bankruptcy Rules 2002 and 4001.

66. No previous request for the relief sought herein has been made to this or any other Court.

[The remainder of this page is intentionally left blank]

CONCLUSION

WHEREFORE the Debtors request that the Court (a) enter an order substantially in the form of the proposed Interim Order annexed hereto as Exhibit A; (b) after the Final Hearing, enter the Final Order substantially in the form that shall be filed with the Court; and (c) grant such other and further relief as this Court may deem just and proper.

Dated: November 20, 2016
New York, New York

WILLKIE FARR & GALLAGHER LLP
*Proposed Counsel for the Debtors and
Debtors in Possession*

By: /s/ Jennifer J. Hardy
Rachel C. Strickland
Christopher S. Koenig
Debra C. McElligott
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

-and-

Jennifer J. Hardy
600 Travis Street, Suite 2310
Houston, Texas 77002
Telephone: (713) 510-1766
Facsimile: (713) 510-1799

EXHIBIT A

Proposed Interim Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

DACCO Transmission Parts (NY), Inc., *et al.*,¹
Debtors.

Chapter 11

Case No. 16-_____ ()

(Joint Administration Pending)

Re: Doc. No. ___

INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) AND 507: (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES; AND (III) SCHEDULING A FINAL HEARING

Upon the motion (the “*Motion*”)² of Transtar Holding Company (“*Transtar*”) and the other debtors and debtors-in-possession in the above-captioned cases (collectively, with Transtar, the “*Debtors*”), pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “*Bankruptcy Code*”), and Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the “*Bankruptcy Rules*”), and the local rules for the Southern District of New York (the “*Local Rules*”), seeking, among other things:

A. authorization for Transtar, as borrower (the “*Borrower*”) to obtain, and for certain other Debtors to guarantee (in such capacities, the “*Guarantors*,” and, together with the Borrower, the “*Loan Parties*”), secured postpetition financing (the “*DIP Financing*”) in the

¹ A list of the Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number is attached as Schedule I to the *Declaration of Joseph Santangelo in Support of Chapter 11 Petitions and First Day Pleadings* [Doc. No. ●] and at <http://cases.primeclerk.com/transtar>. The Debtors’ executive headquarters are located at 7350 Young Drive, Walton Hills, OH 44146.

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

form of a delayed draw term loan credit facility (the “**DIP Facility**”) providing for extensions of credit not to exceed \$69,700,000, including the issuance of one or more letters of credit at any time (including certain existing letters of credit) up to \$5 million (collectively, the “**DIP Loans**”), on the terms and conditions set forth in this Interim Order and the DIP Documents (each as defined below);

B. authorization for the Debtors to execute and deliver the Debtor-in-Possession Credit Agreement dated as of November [●], 2016, among the Borrower, the Guarantors, the lenders from time to time party thereto (in such capacities, the “**DIP Lenders**”), and Silver Point Finance, LLC, as administrative agent and collateral agent (collectively, in such capacities, the “**DIP Agent**,” and, together with the DIP Lenders, the “**DIP Secured Parties**”), substantially in the form attached to the Motion as Exhibit A (as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof, the “**DIP Credit Agreement**,” and, together with the schedules and exhibits attached thereto and all agreements, documents, instruments and/or amendments executed and delivered in connection therewith, the “**DIP Documents**”) and to perform all such other and further acts as may be required in connection with the DIP Documents;

C. the granting to the DIP Secured Parties of the DIP Liens and the DIP Superpriority Claims (each as defined below);

D. the granting of adequate protection to the Prepetition First Lien Secured Parties and Prepetition Second Lien Secured Parties (each as defined below);

E. authorization for the Debtors to use Cash Collateral and all other Prepetition Collateral (as defined below) (and any proceeds thereof);

F. approval of certain stipulations by the Debtors with respect to the Existing Agreements (as defined below) and the liens and security interests arising therefrom;

G. subject only to and effective upon entry of the Final Order (as defined below), to the extent granted therein, the waiver of: (i) the Debtors' right to surcharge the Prepetition Collateral and the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code; and (ii) any rights of the Debtors under the "equities of the case" exception in section 552(b) of the Bankruptcy Code;

H. modification of the automatic stay to the extent set forth herein and in the DIP Documents;

I. pursuant to Bankruptcy Rule 4001, scheduling an interim hearing (the "***Interim Hearing***") on the Motion to be held before this Court to consider entry of an order granting the Motion on an interim basis (this "***Interim Order***"); and

J. scheduling a final hearing (the "***Final Hearing***"), to be held within twenty-five (25) days of entry of this Interim Order, to consider entry of a final order (the "***Final Order***") approving the relief granted herein on a final basis and authorizing the Borrower to borrow, and the Guarantors to guaranty, up to the full amount of the DIP Financing; and

due and appropriate notice of the Motion and the Interim Hearing having been provided by the Debtors to the Office of the United States Trustee for the Southern District of New York (the "***U.S. Trustee***"), holders of the fifty (50) largest unsecured claims against the Debtors on a consolidated basis, counsel to the DIP Agent, counsel to the DIP Lenders, counsel to the Prepetition First Lien Agent (as defined below), counsel to the Prepetition Second Lien Agent (as defined below), the Internal Revenue Service, the Securities and Exchange Commission, the Pension Benefit Guaranty Corporation, and the United States Attorney's Office

for the Southern District of New York; and it appearing that no other or further notice need be provided; and

the Court having reviewed the Motion; and the Interim Hearing having been held before this Court on [●], 2016; and the relief requested in the Motion being reasonable, appropriate and in the best interests of the Debtors, their creditors, their estates and all other parties-in-interest in these cases; and the Court having determined that the relief requested in the Motion is necessary to avoid immediate and irreparable harm; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon the record made by the Debtors in the Motion, in the *Declaration of Joseph Santangelo in Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”) (Doc. No. [●]), in the *Declaration of Agnes K. Tang in Support of Debtors’ Motion for Interim and Final Orders Under Sections 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(d)(1), 364(e), and 507 of the Bankruptcy Code: (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; and (III) Scheduling a Final Hearing* (the “**Tang Declaration**”) (Doc. No. [●]), and at the Interim Hearing; and after due deliberation and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *Disposition.* The relief requested in the Motion is hereby granted on an interim basis, on the terms set forth below. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits.

2. *Jurisdiction.* This Court has jurisdiction over these cases, this Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. This is a “core” proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. *Notice.* Proper, timely, adequate and sufficient notice of the Motion and the Interim Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and no other or further notice of the Motion or the entry of this Interim Order shall be required, except as set forth in paragraph 36 below. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing. No further notice of the relief sought at the Interim Hearing or the relief granted herein is necessary.

4. *Debtors’ Stipulations.* Subject to the limitations contained in paragraph 21 below, the Debtors admit, stipulate and agree as follows:

(a) Prepetition First Lien Obligations. As of the date of the filing (the “*Petition Date*”) of the Debtors’ chapter 11 cases (the “*Chapter 11 Cases*”), the Borrower, together with Speedstar Holding Corporation and the Borrower’s wholly-owned direct and indirect domestic subsidiaries serving as guarantors in connection therewith (in such capacity, the “*Prepetition First Lien Guarantors*”), were justly and lawfully indebted and liable under that certain Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012 (as amended, modified or supplemented prior to the date hereof, and including all exhibits and guarantee, security and other ancillary documents executed in connection therewith, the “*Prepetition First Lien Credit Agreement*”), among Speedstar Holding Corporation, the Borrower, Royal Bank of Canada, as administrative agent and collateral agent (the “*Prepetition*

First Lien Agent”), and the lenders from time to time party thereto (in such capacity, the “*Prepetition First Lien Lenders*,” and, together with the Prepetition First Lien Agent, the “*Prepetition First Lien Secured Parties*”), without defense, counterclaim or offset of any kind, in the aggregate principal amount of approximately \$403.8 million in respect of loans made and \$3.9 in respect of prepetition letters of credit, plus accrued and unpaid interest and fees, expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition First Lien Credit Agreement), charges, indemnities and other obligations incurred in connection therewith (collectively, the “*Prepetition First Lien Obligations*”), which Prepetition First Lien Obligations were guaranteed on a joint and several basis by all of the Prepetition First Lien Guarantors.

(b) No portion of the prepetition debt or any payments made to the Prepetition First Lien Secured Parties or applied to or paid to the Prepetition First Lien Obligations prior to the Petition Date are subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, effect, recoupment, rejection, reduction, set-off, disallowance, impairment, counterclaim, cross-claim, defense or Claim under the Bankruptcy Code or applicable non-bankruptcy law.

(c) The liens and security interests granted to the Prepetition First Lien Secured Parties (the “*Prepetition First Lien Liens*”) pursuant to and in connection with the Prepetition First Lien Credit Agreement are: (i) valid, binding, perfected, enforceable, first-priority liens and security interests in the “Collateral” (as defined in the Prepetition First Lien Credit Agreement, the “*Prepetition First Lien Collateral*”); (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, effect, recoupment, rejection, reduction, set-off, disallowance, impairment, counterclaim, cross-

claim, defense or Claim under the Bankruptcy Code or applicable non-bankruptcy law; and
(iii) subject and subordinate only to the “Permitted Liens” (as defined in the Prepetition First Lien Credit Agreement) (the “**First Lien Permitted Liens**”), the DIP Liens and the Carve-Out.

(d) Prepetition Second Lien Obligations. As of the Petition Date, Borrower, together with Speedstar Holding Corporation and the Borrower’s wholly-owned direct and indirect domestic subsidiaries serving as guarantors in connection therewith (the “**Prepetition Second Lien Guarantors**”) were justly and lawfully indebted and liable under that certain Amended and Restated Second Lien Credit Agreement, dated as of October 9, 2012 (as amended, modified or supplemented prior to the date hereof, and including all exhibits and guarantee, security and other ancillary documents executed in connection therewith, the “**Prepetition Second Lien Credit Agreement**,” and, together with the Prepetition First Lien Credit Agreement, the “**Existing Agreements**”) among Speedstar Holding Corporation, the Borrower, Cortland Capital Markets LLC (as successor to Royal Bank of Canada), as administrative agent and collateral agent (collectively, in such capacities, the “**Prepetition Second Lien Agent**,” and, together with the Prepetition First Lien Agent, the “**Prepetition Agents**”), and the lenders from time to time party thereto (the “**Prepetition Second Lien Lenders**,” and, together with the Prepetition Second Lien Agent, the “**Prepetition Second Lien Secured Parties**,” and, together with the Prepetition First Lien Secured Parties, the “**Prepetition Secured Parties**”), without defense, counterclaim or offset of any kind, in the aggregate principal amount of approximately \$170 million in respect of loans made, plus accrued and unpaid interest and fees, expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition Second Lien Credit Agreement), charges, indemnities and other obligations incurred in connection

therewith (collectively, the “*Prepetition Second Lien Obligations*,” and, together with the Prepetition First Lien Obligations, the “*Prepetition Obligations*”), which Prepetition Second Lien Obligations were guaranteed on a joint and several basis by all of the Prepetition Second Lien Guarantors.

(e) No portion of the prepetition debt or any payments made to the Prepetition Second Lien Secured Parties or applied to or paid to the Prepetition Second Lien Obligations prior to the Petition Date are subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, effect, recoupment, rejection, reduction, set-off, disallowance, impairment, counterclaim, cross-claim, defense or Claim under the Bankruptcy Code or applicable non-bankruptcy law.

(f) The liens and security interests granted to the Prepetition Second Lien Secured Parties (the “*Prepetition Second Lien Liens*,” and, together with the Prepetition First Lien Liens, the “*Prepetition Liens*”) pursuant to and in connection with the Prepetition Second Lien Credit Agreement are: (i) valid, binding, perfected, enforceable, second-priority liens and security interests in the “Collateral” (as defined in the Prepetition Second Lien Credit Agreement) (the “*Prepetition Second Lien Collateral*,” and, together with the Prepetition First Lien Collateral, the “*Prepetition Collateral*”); (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, effect, recoupment, rejection, reduction, set-off, disallowance, impairment, counterclaim, cross-claim, defense or Claim under the Bankruptcy Code or applicable non-bankruptcy law; and (iii) subject and subordinate only to the DIP Liens, the First Lien Adequate Protection Liens (as defined below), the Prepetition First Lien Liens and the Carve-Out.

(g) No Control of Debtors. None of the Prepetition Secured Parties control the Debtors or their properties or operations, have authority to determine the manner in which any Debtor's operations are conducted or are control persons or insiders of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to or arising from the Existing Agreements.

(h) Depository Accounts. Substantially all cash, securities or other property of the Debtors (and the proceeds therefrom) as of the Petition Date, including, without limitation, substantially all cash, securities or other property (and the proceeds therefrom) and other amounts on deposit or maintained by the Debtors in any account or accounts with any depository institution (collectively, the "***Depository Institutions***") were subject to rights of set-off and valid, perfected, enforceable: (i) first-priority liens under the Existing Agreements and applicable law, for the benefit of the Prepetition First Lien Secured Parties with respect to all Collateral; and (ii) second-priority liens under the Existing Agreements and applicable law, for the benefit of the Prepetition Second Lien Secured Parties with respect to all Collateral.

(i) Cash Collateral. All proceeds of the Prepetition Collateral (including cash on deposit at the Depository Institutions as of the Petition Date, securities or other property, whether subject to control agreements or otherwise, in each case that constitutes Prepetition Collateral) are "cash collateral" of the Prepetition Secured Parties (the "***Cash Collateral***") within the meaning of section 363(a) of the Bankruptcy Code.

(j) No Claims Against Prepetition Secured Parties. No claims or causes of action exist against, or with respect to, the Prepetition Secured Parties (solely in such capacity) under any of the Existing Agreements.

(k) Release. The Debtors hereby forever, unconditionally and irrevocably release, discharge, and acquit the DIP Agent, the DIP Lenders, the Prepetition First Lien Secured Parties and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys, and agents, past, present, and future, and their respective heirs, predecessors, successors, and assigns (solely in their capacities as such and, collectively, the “*Releasees*”) of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, reasonable attorneys’ fees), debts, liens, actions, and causes of action of any and every nature whatsoever, whether arising in law or otherwise, and whether or not known or matured, arising out of or relating to, as applicable, the DIP Facility, the DIP Documents, the Existing Agreements, and/or the transactions contemplated hereunder or thereunder including, without limitation: (A) any so-called “lender liability” or equitable subordination claims or defenses; (B) any and all claims and causes of action arising under the Bankruptcy Code; and (C) any and all claims and causes of action with respect to the validity, priority, perfection, or avoidability of the DIP Liens, DIP Obligations, Prepetition First Lien Liens and Prepetition First Lien Obligations. The Debtors further waive and release any defense, right of counterclaim, right of set-off, or deduction to the payment of the DIP Obligations and the Prepetition First Lien Obligations that the Debtors now have or may claim to have against the Releasees, arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the Bankruptcy Court entering this Interim Order.

5. *Findings Regarding the DIP Financing.*

(a) Good and Sufficient Cause. Good and sufficient cause has been shown for entry of this Interim Order.

(b) Immediate Need for Financing. The Debtors have an immediate need to obtain the DIP Loans and continue to use the Prepetition Collateral (including Cash Collateral) in order to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, to make capital expenditures and to satisfy other working capital and operational needs. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, incurrence of new indebtedness under the DIP Documents and the other financial accommodations provided under the DIP Documents are necessary and vital to the preservation of the Debtors' assets for the benefit of their creditors.

(c) Best Financing Available. Under the circumstances, the Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. Under the circumstances, the Debtors are also unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without: (i) granting to the DIP Agent and the DIP Lenders the DIP Liens and the DIP Superpriority Claims; and (ii) incurring the Adequate Protection Obligations (as defined below), subject to the Challenge Period as set forth in paragraph 21 of this Interim Order, in each case, under the terms and conditions set forth in this Interim Order and the DIP Documents, as applicable.

(d) Fair and Reasonable Terms. Based on the Motion, the declaration[s] filed in support of the Motion, and the record presented to the Court at the Interim Hearing, the terms of the DIP Financing and the terms on which the Debtors may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to this Interim Order and the DIP Documents are

fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(e) Arm's-Length Negotiation. The DIP Financing and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's-length among the Debtors, the DIP Agent and the DIP Lenders, and a majority of the Prepetition First Lien Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Financing and the DIP Documents, including all obligations and indebtedness arising under, in respect of, or in connection with, any letters of credit issued under the DIP Facility (the "***DIP Obligations***"), shall be deemed to have been extended by the DIP Agent and the DIP Lenders in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Agent, the DIP Lenders, and each of the Prepetition First Lien Secured Parties (and the successors and assigns of each party thereof) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(f) Entitlement to Adequate Protection. The Prepetition Secured Parties are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code. The terms of the proposed adequate protection package for the use of the Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral (including Cash Collateral); *provided*, that nothing in this Interim Order or the other DIP Documents shall: (x) be construed as the affirmative consent by any of the Prepetition

Secured Parties to the use of Cash Collateral other than on the terms set forth in this Interim Order and in the context of the DIP Financing authorized by this Interim Order; (y) be construed as consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior); or (z) prejudice, limit or otherwise impair the rights of any of the Prepetition Secured Parties to seek new, different or additional adequate protection.

(g) Immediate and Irreparable Harm. Absent granting the relief set forth in this Interim Order, including the immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and the Local Rules, the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Financing and the use of the Prepetition Collateral (including Cash Collateral) in accordance with this Interim Order and the DIP Documents are therefore in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties.

6. *Authorization of the DIP Financing and the DIP Documents.*

(a) Authority to Borrow. The Debtors are hereby authorized to execute, deliver, and perform all obligations under the DIP Documents. The Borrower is hereby authorized to immediately borrow money and obtain letters of credit pursuant to the DIP Credit Agreement, and the Guarantors are hereby authorized to guaranty the DIP Obligations, up to an aggregate principal amount equal to \$30 million under the DIP Facility, subject to any limitations on borrowing under the DIP Documents, to be used for all purposes permitted under the DIP Documents.

(b) Funding Account and Use of Proceeds. On the Closing Date (as defined in the DIP Credit Agreement), \$5.25 million of the proceeds of the DIP Loans shall be deposited

into the Borrower's letter of credit cash collateral account and the balance of the amount of the Initial Commitment Amount (as defined in the DIP Credit Agreement) shall be deposited into the Borrower's primary account at its cash management bank (the "**Funding Account**"). The Debtors may, subject to the terms and conditions set forth in the DIP Credit Agreement and only in accordance with the Budget (as defined herein), utilize proceeds of the DIP Loans from time to time for: (i) general working capital purposes (including providing cash collateral in connection with the issuance of letters of credit); (ii) to pay: (a) all reasonable and documented expenses of the DIP Agent (including the reasonable and documented fees and expenses of appropriate counsel to the DIP Agent, including, but not limited to, Chapman and Cutler LLP) associated with the preparation, execution, delivery, administration and enforcement of the DIP Documents and any amendments or waivers with respect thereto, (b) all Transaction Expenses (as defined in that certain Restructuring Support Agreement, attached as Exhibit M to the First Day Declaration (the "**Restructuring Support Agreement**"), and (c) those reasonable and documented fees and expenses payable to the Prepetition First Lien Agent (limited to Paul Hastings LLP) (collectively, the "**Transaction Expenses**"); (iii) to make certain payments on account of prepetition obligations (including "critical vendor payments"); provided, that payments of Critical Vendor Claims, Foreign Vendor Claims, and 503(b)(9) Claims (as such terms are defined in the *Debtors' Motion for Interim and Final Orders Pursuant to Sections 105(a), 363(b), 503(b), and 507(a) of the Bankruptcy Code Authorizing Debtors to Pay Prepetition Claims of Critical Vendors, Foreign Vendors, and Suppliers of Goods Entitled to Administrative Priority*) against, or the assumption of prepetition liabilities by or on behalf of, Alma Products I, Inc., ATCO Products, Inc., and Axiom Automotive Technologies, Inc. shall only be made with the consent of the DIP Agent; and (iv) to pay such other amounts that are due

and payable under the DIP Documents. Except as provided herein, in no event shall any proceeds of the extensions of credit under the DIP Facility be used to challenge or contest any of the liens or claims of the DIP Agent, the DIP Lenders, the Prepetition First Lien Agent and the Prepetition First Lien Lenders, in their capacity as Prepetition First Lien Lenders.

(c) Compliance with Budget. The Debtors are hereby authorized to use proceeds of the DIP Loans and Cash Collateral only pursuant to the terms of the DIP Documents, including the Budget. For purposes hereof, “**Budget**” shall mean the Initial Budget (as defined in the DIP Credit Agreement) and as the same may be further amended, supplemented, restated or otherwise modified pursuant to the terms of the DIP Credit Agreement. The Initial Budget is annexed hereto as Exhibit 1.

(d) All Required Action. In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized to perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees that may be reasonably required or necessary for the Debtors’ performance of their obligations under the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Documents;

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case, in such form as the Debtors and the DIP Agent may agree (it being understood that no further approval of the Court shall be required for authorizations, amendments, waivers, consents or other modifications to and under the

DIP Documents (and any fees paid in connection therewith) that do not shorten the maturity of the extensions of credit thereunder or increase the aggregate commitments, fees charged to the Debtors, or the rates of interest payable thereunder);

(iii) the non-refundable payment to the DIP Agent and the DIP Lenders, as the case may be, of all fees (which fees shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise), whether incurred before or after the Petition Date, and any amounts due (or that may become due) in respect of the indemnification obligations, and the costs and expenses as may be due from time to time, including, without limitation, fees and expenses of professionals retained by any of the DIP Agent or DIP Lenders, in each case, as provided for in the DIP Documents, without the need to file retention or fee applications or to provide notice to any party, except as otherwise provided herein; and

(iv) the performance of all other acts required under or in connection with the DIP Documents.

(e) Valid and Binding Obligation. Upon execution and delivery of the DIP Documents, the DIP Documents shall constitute valid, binding and unavoidable obligations of the Debtors, enforceable against each Debtor party thereto in accordance with the terms of the DIP Documents and this Interim Order. No obligation, payment, transfer or grant of security under the DIP Documents or this Interim Order to the DIP Agent and/or the DIP Lenders shall be stayed, restrained, voidable or recoverable under the Bankruptcy Code or under any applicable

law (including, without limitation, under sections 502(d), 548 or 549 of the Bankruptcy Code), or subject to any defense, reduction, setoff, recoupment, claim or counterclaim.

7. *DIP Liens.* As security for the DIP Obligations, effective and perfected upon the date of this Interim Order and without the necessity of execution, recordation of filing by the Debtors or the DIP Agent of any mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the DIP Agent of, or over, any DIP Collateral, the following security interests and liens (the “*DIP Liens*”) are hereby granted to the DIP Agent for its own benefit and the ratable benefit of the DIP Lenders (all property identified in clauses (a), (b) and (c) below being collectively referred to as the “*DIP Collateral*”), subject only to the payment of the Carve-Out:

(a) First Lien On Unencumbered Property. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first-priority senior security interest in and lien upon: (i) all tangible and intangible pre- and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that on or as of the Petition Date, is not subject to a valid, perfected and non-avoidable lien, including, without limitation, any and all unencumbered cash of the Debtors (whether maintained with the DIP Agent or otherwise); and (ii) the proceeds, products, rents and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (collectively, “*Unencumbered Property*”), in each case other than, until entry of the Final Order, to the extent granted therein, the proceeds or other amounts, whether by judgment, settlement or otherwise, (the “*Avoidance Proceeds*”) of the Debtors’ claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code;

(b) Liens Junior to Certain Other Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected security interests in and liens upon all pre- and postpetition property of the Debtors that: (i) as of the Petition Date, is subject to valid, perfected and unavoidable liens; or (ii) is subject to unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, in each case, (a) other than the Prepetition Liens, and (b) immediately junior to the liens identified in (i) and (ii) above (the “*Permitted Prior Liens*”).

(c) Liens Priming Certain Prepetition Liens. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, priming security interest in and lien upon all the Prepetition Collateral (including, without limitation, Cash Collateral), which shall be senior in all respects to the applicable Prepetition Liens and the Adequate Protection Liens, but shall not be senior to any Permitted Prior Liens;

(d) Liens Senior to Certain Other Liens. The DIP Liens and the Adequate Protection Liens shall not be: (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code; (B) unless otherwise provided for in the DIP Documents or in this Interim Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors to the extent permitted by applicable law; or (C) any liens or security interests granted to secure intercompany obligations among the Debtors; or (ii) subordinated to or made

pari passu with any other lien or security interest under sections 363 or 364 of the Bankruptcy Code.

8. *DIP Superpriority Claims.*

(a) Superpriority Claims. Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims of the DIP Agent on behalf of the DIP Lenders against each of the Debtors (without the need to file any proof of claim) with priority over any and all claims against each of the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 365, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the “*DIP Superpriority Claims*”) shall be payable from, and have recourse to, all pre- and postpetition property of the Debtors and all proceeds thereof (including, effective upon entry of the Final Order, to the extent granted therein, the Avoidance Proceeds), subject only to Permitted Prior Liens on such property and the Carve-Out . The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(b) Carve-Out. For purposes hereof, the “*Carve-Out*” shall mean an amount equal to the sum of: (i) all fees required to be paid to the clerk of the Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code, *plus* interest at the

statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable and documented fees and expenses incurred by a trustee appointed under section 726(b) of the Bankruptcy Code in an amount not to exceed \$50,000 (without regard to the notice set forth in (iii) below); and (iii) to the extent ultimately allowed by the Court, claims for unpaid reasonable fees, expenses, reimbursements or compensation (the “**Professional Fees**”) incurred by persons or firms retained by the Debtors or an official committee of unsecured creditors appointed in these Chapter 11 Cases (the “**Creditors’ Committee**”) pursuant to sections 327 or 1103 of the Bankruptcy Code (the “**Professional Persons**”), subject to (A) the terms of any interim or final compensation order entered by the Court and (B) to any limits imposed by the Interim Order or Final Order or otherwise on Professional Fees permitted to be incurred in connection with any investigations of claims and defenses against any Prepetition Secured Parties, that are incurred (x) at any time before delivery by the DIP Agent of a Carve-Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice, and (y) after the occurrence and during the continuance of an Event of Default (as defined herein) and delivery by the DIP Agent of written notice (the “**Carve-Out Trigger Notice**”) thereof (which may be by email) to the Debtors, the Debtors’ counsel, the U.S. Trustee, the Prepetition First Lien Agent, and lead counsel for the Creditors’ Committee, if any, in an aggregate amount not to exceed \$1,000,000 (the amount set forth in this clause (iii)(y) being the “**Post-EoD Carve-Out Amount**”); *provided, however* that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described in clauses (i), (ii) or (iii) above, on any grounds. For the avoidance of doubt, the amounts described in clause (ii) above shall be inclusive of any retainer(s) held by the applicable Professional Person.

(c) Carve-Out Priority. Notwithstanding anything to the contrary herein or in the DIP Documents, the Carve-Out shall be senior to all liens, claims and interests: (i) securing the DIP Obligations and the Adequate Protection Obligations; and (ii) all prepetition obligations or other postpetition obligations.

9. *Maintenance of Letters of Credit*. To the extent permitted by the DIP Documents, the Debtors are authorized to maintain and renew letters of credit issued or deemed issued under the DIP Credit Agreement on an uninterrupted basis and to take all actions reasonably appropriate with respect thereto on an uninterrupted basis.

10. *Protection of DIP Lenders' Rights*.

(a) No Adverse Action. So long as there are any DIP Obligations outstanding or the DIP Lenders have any outstanding Commitments (as defined in the DIP Credit Agreement) under the DIP Credit Agreement, the Prepetition Secured Parties shall: (i) have no right, and shall take no action, to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Existing Agreements or this Interim Order, or otherwise seek to exercise or enforce any rights or remedies against the applicable Prepetition Collateral; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, such Prepetition Collateral, to the extent such transfer, disposition, sale or release is authorized under the DIP Documents and/or by the DIP Lenders; (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in such Prepetition Collateral except as may be required by applicable state law to continue the perfection of valid and unavoidable liens or security interests as of the Petition Date (including, by way of example, due to the transfer of agent); and (iv) deliver or cause to be delivered, at the Debtors' cost and expense, any termination

statements, releases and/or assignments in favor of the DIP Agent or the DIP Lenders or other documents reasonably necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of such Prepetition Collateral subject to any sale or disposition.

(b) Possession of DIP Collateral. To the extent the Prepetition First Lien Agent or the Prepetition Second Lien Agent has possession of any Prepetition Collateral or DIP Collateral or has control with respect to any Prepetition Collateral or DIP Collateral, then such Prepetition First Lien Agent or Prepetition Second Lien Agent, as applicable, shall be deemed to maintain such possession or exercise such control as a gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Agent and the DIP Lenders and shall comply with the instructions of the DIP Agent with respect to the exercise of such control.

(c) Relief from Stay. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary to permit the DIP Agent and the DIP Lenders to, unless the Court orders otherwise during the Remedies Notice Period (as defined below), and subject to the Carve-Out and the prior rights, remedies, claims and liens of the holders of the Permitted Prior Liens: (i) immediately upon the occurrence and continuance of an Event of Default, declare (A) the termination, reduction or restriction of any further Commitment to the extent any such Commitment remains (subject to the obligation to fund the Post-EoD Carve-Out Amount), (B) all DIP Obligations to be immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Debtors, and (C) the termination of the DIP Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders (but, for the avoidance of doubt, without affecting any of the DIP Liens or the DIP Obligations); and (ii) upon the occurrence and

continuance of an Event of Default and the giving of five (5) business days' prior written notice by email to the Debtors, counsel to the Debtors, counsel to the Prepetition First Lien Agent, counsel to the Prepetition Second Lien Agent, counsel to the Creditors' Committee and the U.S. Trustee (the "***Remedies Notice Period***"), which notice period shall run concurrently with any notice period required prior to the exercise of remedies under the DIP Documents, including, but not limited to, the notice period provided in section 9.02(d) of the DIP Credit Agreement, to (A) withdraw consent to the Debtors' continued use of Cash Collateral and (B) exercise all other rights and remedies provided for in the DIP Documents and under applicable law. During the Remedies Notice Period, the Debtors shall be permitted to continue to use Cash Collateral in the ordinary course of business, in accordance with the Budget, and to fund the Carve-Out.

(d) Waiver of Marshaling Doctrine and Equities of Case Exception. Subject only to, and effective upon, entry of the Final Order: (i) in no event shall the DIP Agent, the DIP Lenders or the Prepetition First Lien Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Prepetition Collateral or DIP Collateral; and (ii) in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to the secured claims of the Prepetition First Lien Secured Parties.

(e) No Modification of Rights. No rights, protections or remedies of the DIP Agent or the DIP Lenders granted by this Interim Order or the DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

11. *Payment from Restricted Sources.* Notwithstanding anything else in this Interim Order or in the Final Order, the Carve-Out, Cash Collateral, the proceeds of the Prepetition Collateral or of the DIP Financing (collectively, the “*Restricted Sources*”) shall not be available for payment of any fees or expenses incurred by any party in connection with: (a) the investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the Prepetition First Lien Secured Parties (solely in such capacity); or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset to, the obligations and the liens and security interests granted under the DIP Documents or the Existing Agreements, including, in each case, without limitation, for lender liability or pursuant to sections 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; (b) attempts to modify any of the rights granted to the DIP Lenders or the DIP Agent; (c) attempts to prevent, hinder or otherwise delay any of the DIP Lenders’ or the DIP Agent’s assertion, enforcement or realization upon any DIP Collateral in accordance with the DIP Documents and the Final Order, other than to seek a determination that an Event of Default has not occurred or is not continuing; (d) paying any amount on account of any claims arising before the commencement of these cases unless such payments are consented to by the DIP Agent and approved by an order of the Court; or (e) after delivery of a Carve-Out Trigger Notice, any success, completion, back-end or similar fees; *provided*, that, notwithstanding anything to the contrary herein, the Creditors’ Committee may use the Restricted Sources to investigate (i) the claims and liens of the Prepetition First Lien Secured Parties and (ii) potential claims, counterclaims, causes of action or defenses against the Prepetition First Lien Secured Parties as long as no more than an aggregate of \$25,000 of the

proceeds of the Restricted Sources may be used for the purposes set forth in the preceding proviso.

12. *Limitation on Charging Expenses Against Collateral.* Subject only to, and effective upon, entry of the Final Order, except to the extent of the Carve-Out, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral or the DIP Collateral, pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law.

13. *Intercompany Loans.* The proceeds from the DIP Loans shall not be loaned or advanced to, or invested in (in each case, directly or indirectly), any entity that is not a subsidiary of a Debtor or a Guarantor; the proceeds from the DIP Facility loaned or advanced to, or invested in, any subsidiary of the Debtor or a Guarantor shall have administrative claim status under sections 503(b) and 507(a) of the Bankruptcy Code; such intercompany claim shall be deemed hereby to be pledged to the DIP Agent, for the benefit of the DIP Lenders, to secure the DIP Obligations; and all intercompany liens of the Debtors and the Guarantors, if any, shall be deemed hereby to be subordinated to the liens securing the DIP Facility and to the Adequate Protection Liens, and to the liens, claims and interests to which such liens are subject.

14. *Payments Free and Clear.* Any and all payments or proceeds remitted to the DIP Agent on behalf of the DIP Lenders pursuant to the provisions of this Interim Order or the Final Order shall be received free and clear of any claim, charge, assessment or other liability.

15. *Use of Cash Collateral.* (a) The Debtors are hereby authorized, subject to the terms and conditions of this Interim Order (including, without limitation, the Budget), to use

all Cash Collateral; and (b) except on the terms and conditions of this Interim Order, the Debtors shall be enjoined and prohibited from at any time using Cash Collateral absent further order of the Court.

16. *Adequate Protection of Prepetition First Lien Secured Parties.* Until the indefeasible discharge or release of the Prepetition First Lien Obligations, the Prepetition First Lien Secured Parties are entitled to, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, adequate protection of their interests in the Prepetition First Lien Collateral (including Cash Collateral), in an amount equal to the aggregate diminution in the value of the Prepetition First Lien Secured Parties' valid, perfected and unavoidable prepetition security interests in the Prepetition First Lien Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors of the Prepetition First Lien Collateral, the priming of the Prepetition First Lien Agent's security interests and liens in the Prepetition First Lien Collateral by the DIP Liens, and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (the "***First Lien Adequate Protection Obligations***"). To secure the First Lien Adequate Protection Obligations, the Prepetition First Lien Secured Parties are hereby granted the following:

(a) Prepetition First Lien Adequate Protection Liens. The Prepetition First Lien Agent (for itself and for the ratable benefit of the Prepetition First Lien Lenders) is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements): (A) a valid, perfected senior replacement security interest in and lien upon all of the Prepetition First Lien Collateral, and (B) a valid, perfected senior security interest in and

lien upon all of the DIP Collateral, subject and subordinate only to: (i) the DIP Liens; (ii) the Permitted Prior Liens; and (iii) the Carve-Out (the “**First Lien Adequate Protection Liens**”);

(b) Prepetition First Lien Superpriority Claim. To the extent that the First Lien Adequate Protection Liens prove to be insufficient to secure the entire First Lien Adequate Protection Obligations, the Prepetition First Lien Secured Parties are hereby granted an allowed superpriority administrative expense claim under section 507(b) of the Bankruptcy Code in the amount of the First Lien Adequate Protection Obligations with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “**First Lien Superpriority Claim**”), subject and subordinate only to the Carve-Out and the DIP Superpriority Claims. The First Lien Superpriority Claim shall have recourse to and be payable from all of the Debtors’ available assets, including, without limitation, subject to entry of the Final Order, to the extent provided therein, the Avoidance Proceeds. Except to the extent expressly set forth in this Interim Order or the DIP Credit Agreement, the Prepetition First Lien Secured Parties shall not receive or retain any payments, property or other amounts in respect of the First Lien Superpriority Claim unless and until the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and any claim having a priority superior to or *pari passu* with the DIP Superpriority Claims have indefeasibly been paid in cash in full and all Commitments have been terminated;

(c) Payment of Prepetition Professional Fees and Expenses. Within two business days following entry of this Interim Order (or, if later, the date on which the Initial Commitment Amount is advanced), the Debtors shall pay, in cash, all accrued and unpaid Transaction Expenses, to the extent provided by the Budget.

(d) Periodic Payments. As additional adequate protection, the Debtors shall make periodic payments, in cash, of accrued and unpaid Transaction Expenses, to the extent provided by the Budget, promptly upon receipt of invoices therefor.

(e) Reporting. The Debtors shall promptly provide the Prepetition First Lien Agent with all required financial reporting and other periodic reporting that is provided to the DIP Agent or the DIP Lenders; and

(f) The reporting obligations in subparagraph (e) above shall survive any termination of the DIP Credit Agreement or the Commitments thereunder.

17. *Adequate Protection of Prepetition Second Lien Secured Parties*. Until the indefeasible discharge or release of the Prepetition Second Lien Obligations, the Prepetition Second Lien Secured Parties are entitled to, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, adequate protection of their interests in the Prepetition Second Lien Collateral (including Cash Collateral), only to the extent of such Prepetition Second Lien Secured Parties' interest in the Prepetition Second Lien Collateral (including Cash Collateral), in an amount equal to the aggregate diminution in the value of the Prepetition Second Lien Secured Parties' valid, perfected and unavoidable prepetition security interests in the Prepetition Second Lien Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors of the Prepetition Second Lien Collateral, the priming of the Prepetition Second Lien Agent's security interests and liens in the Prepetition Second Lien Collateral by the DIP Liens, and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (the "***Second Lien Adequate Protection Obligations***," and, together with the First Lien Adequate Protection Obligations, the "***Adequate***

Protection Obligations”). To secure the Second Lien Adequate Protection Obligations, the Prepetition Second Lien Secured Parties are hereby granted the following:

(a) Prepetition Second Lien Adequate Protection Liens. The Prepetition Second Lien Agent (for itself and for the ratable benefit of the Prepetition Second Lien Lenders) is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements) a valid, perfected replacement security interest in and lien upon all of the Prepetition Second Lien Collateral, subject and subordinate only to: (i) the DIP Liens; (ii) the First Lien Adequate Protection Liens; (iii) the Prepetition First Lien Liens; and (iv) the Carve-Out (the “***Second Lien Adequate Protection Liens***,” and, together with the First Lien Adequate Protection Liens, the “***Adequate Protection Liens***”);

(b) Prepetition Second Lien Superpriority Claim. To the extent that the Second Lien Adequate Protection Liens prove to be insufficient to secure the entire Second Lien Adequate Protection Obligations, the Prepetition Second Lien Secured Parties are hereby granted an allowed superpriority administrative expense claim under section 507(b) of the Bankruptcy Code in the amount of the Second Lien Adequate Protection Obligations with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “***Second Lien Superpriority Claim***,” and, together with the First Lien Superpriority Claim, the “***Prepetition Superpriority Claims***”), subject and subordinate only to the to the Carve-Out, the DIP Superpriority Claims and the First Lien Superpriority Claim. The Second Lien Superpriority Claim shall have recourse to and be payable from all of the Debtors’ available assets, including, without limitation, subject to entry of the Final Order, to the extent provided therein, the Avoidance Proceeds. Except to the extent

expressly set forth in this Interim Order or the DIP Credit Agreement, the Prepetition Second Lien Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Second Lien Superpriority Claim unless and until the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted), the Prepetition First Lien Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and any claim having a priority superior to or *pari passu* with the DIP Superpriority Claims or the First Lien Superpriority Claim have indefeasibly been paid in cash in full and all Commitments have been terminated.

18. *Reservation of Rights Regarding Adequate Protection.* Under the circumstances and given that the above-described adequate protections are consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; *provided*, that the Prepetition Secured Parties, upon a material change in circumstances, may request further or different adequate protection, and the Debtors or any other party in interest with standing may contest any such request.

19. *Perfection of DIP Liens and Adequate Protection Liens.*

(a) Authority to Perfect Liens. The DIP Agent, the DIP Lenders and, with respect to the Adequate Protection Liens, the Prepetition Secured Parties hereby are authorized, but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or take

any other action in order to validate and perfect the liens and security interests granted to them hereunder.

(b) Deemed Perfection Without Further Action. Whether or not the DIP Agent, on behalf of the DIP Lenders or, with respect to the Adequate Protection Liens, the Prepetition Secured Parties, in their respective sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over any cash or securities, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of this Interim Order. Upon the request of the DIP Agent, the Prepetition First Lien Agent or the Prepetition Second Lien Agent, as applicable, each of the Prepetition Secured Parties and the Debtors, without any further consent of any party, is authorized to take, execute, deliver and file such instruments (in each case, without representation or warranty of any kind) to enable the DIP Agent, the Prepetition First Lien Agent and the Prepetition Second Lien Agent to further validate, perfect, preserve and enforce the DIP Liens and the Adequate Protection Liens, respectively. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(c) Perfection by Certified Copy of Order. A certified copy of this Interim Order may, in the discretion of the DIP Agent, the Prepetition First Lien Agent or the Prepetition Second Lien Agent, as applicable, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all applicable filing and recording offices are hereby authorized and directed to accept such certified copy of this Interim Order for filing and/or recording, as applicable. The

automatic stay of section 362(a) of the Bankruptcy Code shall be modified to the extent necessary to permit the DIP Agent, the Prepetition First Lien Agent and the Prepetition Second Lien Agent to take all actions, as applicable, referenced in this subparagraph 19(c) and the immediately preceding subparagraph 19(b).

20. *Preservation of Rights Granted Under This Interim Order.*

(a) No Superior or *Pari Passu* Liens. Other than the Carve-Out and the Permitted Prior Liens, no claim or lien having a priority superior to or *pari passu* with those granted by this Interim Order to the DIP Agent and the DIP Lenders, the Prepetition First Lien Secured Parties (except for the DIP Liens and the DIP Superpriority Claims) and the Prepetition Second Lien Secured Parties (except for the DIP Liens, the DIP Superpriority Claims, the First Lien Adequate Protection Liens and the First Lien Superpriority Claim) shall be granted or allowed while any of the DIP Obligations or the Adequate Protection Obligations remain outstanding, and the DIP Liens and the Adequate Protection Liens shall not be: (i) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; or (ii) subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise.

(b) Events of Default. Unless all DIP Obligations shall have been indefeasibly paid in full in cash and the Commitments have been terminated, the Debtors shall not seek, and it shall constitute an "***Event of Default***" for purposes of this Interim Order and the DIP Credit Agreement if any of the Debtors, without the prior written consent of the DIP Agent, seeks, proposes or supports, or if there is entered or confirmed (in each case, as applicable): (i) any modifications, amendments, extensions, reversals or stays of this Interim Order without the

written consent of the DIP Agent, and no such consent shall be implied by any action, inaction or acquiescence by any party; (ii) a plan of reorganization other than the Plan (as defined in the Restructuring Support Agreement); (iii) the sale of all or substantially all of the assets of the Debtors (except to the extent permitted under the DIP Documents), which does not provide for the repayment in full in cash of all DIP Obligations (including the replacement of any outstanding letters of credit issued under the DIP Facility) upon the consummation thereof; (iv) a motion seeking any financing under section 364(d) of the Bankruptcy Code secured by any of the DIP Collateral that does not require the payment in full of all DIP Loans under the DIP Facility; (v) a motion seeking authority to use any cash proceeds of the DIP Collateral without the DIP Agent's consent; (vi) any Person holding a Lien upon any prepetition or postpetition assets of any Debtor being granted relief from the automatic stay pursuant to section 362 of the Bankruptcy Code with respect to any DIP Collateral or any other asset of a Debtor where the aggregate value of the property subject to all such orders is \$500,000; (vii) the cessation of all or any material part of the Debtors' business operations (other than in connection with a sale of assets permitted by the DIP Documents or otherwise consented to by the DIP Agent). The occurrence of any of the following shall also constitute an Event of Default for purposes of this Interim Order and the DIP Credit Agreement: (A) the confirmation of any chapter 11 plan of reorganization or liquidation in any of the Chapter 11 Cases other than the Plan; (B) the filing of a chapter 11 plan of reorganization or liquidation by a person or entity other than the Debtors; (C) amendment (other than as consented to by the DIP Agent) or stay of either this Interim Order or of the Final Order or reversal, modification, or vacation of either this Interim Order or the Final Order, whether on appeal or otherwise; (D) the termination of the Restructuring Support Agreement for any reason; (E) the failure of the Debtors to comply with, satisfy or achieve the

following deadlines (each of which may be extended to a later date to which the Majority Consenting Lenders agree in writing): (i) within five (5) business days after the Petition Date, the Debtors have filed a motion providing for the assumption of the Restructuring Support Agreement (the “***RSA Assumption Order***”) in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; (ii) by November 21, 2016, the Debtors have filed the Plan, the Disclosure Statement (as defined in the Restructuring Support Agreement) and a motion to approve the disclosure statement (the “***Disclosure Statement Motion***”) (the date on which the Debtors file the Plan, the “***Plan Filing Date***”), each in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; (iii) within thirty (30) calendar days after the Petition Date, this Court has entered the RSA Assumption Order in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; (iv) within thirty (30) calendar days after the Petition Date, this Court has entered the Final Order in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; (v) within forty-five (45) calendar days after the Petition Date, the Debtors and the Majority Consenting Lenders have agreed on reorganization case plans and business plans for ATCO Products, Inc., Alma Products I, Inc., and Axiom Automotive Technologies, Inc.; (vi) within forty (40) calendar days after the Plan Filing Date, this Court has entered an order approving the Disclosure Statement (the “***Disclosure Statement Order***”) in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; (vii) within thirty (30) business days after this Court has entered the Disclosure Statement Order, the Bankruptcy Court has entered an order confirming the Plan (the “***Confirmation Order***”) in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; and (viii) within forty-five (45) business days after the

Bankruptcy Court has entered the Disclosure Statement Order, the effective date for the Plan (the “*Plan Effective Date*”) has occurred; (F) upon five (5) days’ written notice to the Debtors if any amendment or modification of the Plan or any material documents related to the Plan, notices, exhibits or appendices, or any of the Restructuring Documents (as defined in the Restructuring Support Agreement), which amendment or modification has or could reasonably be expected to have a material adverse effect, as determined by the Majority Consenting Lenders, on one or more Consenting First Lien Lenders (as defined in the Restructuring Support Agreement), without the consent of the First Lien Agent and the Majority Consenting Lenders, as applicable, to the extent such parties are, or could reasonably be expected to be, materially adversely affected by such amendment or modification; (G) upon five (5) days’ written notice to the Debtors following entry of an order terminating the Debtors’ right to use collateral, including cash collateral, or the Debtors’ right to use collateral, including cash collateral, otherwise terminates for any reason; (H) upon five (5) days’ written notice to the Debtors if the Disclosure Statement Order or the Confirmation Order is (i) materially adversely amended or modified without the consent of the First Lien Agent and the Majority Consenting Lenders; or (ii) reversed, permanently stayed, dismissed, or vacated, unless this Court enters a new Disclosure Statement Order, or a new Confirmation Order, as applicable, each in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; (I) upon two (2) calendar days’ written notice to the Debtors if any of the Chapter 11 Cases shall be dismissed or converted to a chapter 7 case, unless any such dismissal or conversion has been expressly approved by the Majority Consenting Lenders, or a chapter 11 trustee with plenary powers, or an examiner with enlarged powers relating to the operation of the businesses of the Debtors (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code)

shall be appointed in any of the Chapter 11 Cases or the Debtors shall file a motion or other request for such relief; provided, that the dismissal or conversion of the Chapter 11 Case of any entity that (x) has determined to wind down its affairs and (y) does not own more than a *de minimis* amount of assets will not constitute an Event of Default; (J) upon five (5) days' written notice to the Debtors if the Debtors file any motion, application, adversary proceeding or cause of action (i) challenging the validity, enforceability, perfection or priority of, or seeking avoidance or subordination of the Claims of the First Lien Lenders or the liens securing the First Lien Obligations or the documents related thereto, (ii) otherwise seeking to impose liability upon or enjoin the First Lien Lenders or (iii) any other cause of action against and/or seeking to restrict the rights of holders of First Lien Obligations in their capacity as such (or if the Debtors support any such motion, application, adversary proceeding or cause of action commenced by any third party or consent to the standing of any such third party to bring such motion, application, adversary proceeding or cause of action); (K) the Borrower makes an assignment for the benefit of creditors; (L) upon five (5) days' written notice to the Debtors of the filing by the Debtors of any motion or pleading with the Bankruptcy Court that is not consistent in all material respects with the Restructuring Support Agreement and the term sheet attached thereto (the "*RSA Term Sheet*"), and such motion or pleading is not withdrawn within five (5) calendar days' notice thereof by the First Lien Agent or the Majority Consenting Lenders to the Debtors (or, in the case of a motion that has already been approved by an order of the Bankruptcy Court at the time the Debtors are provided with such notice such order is not stayed, reversed or vacated within five (5) business days of such notice); provided, however, that, in the case of a stay upon such judgment or order becoming unstayed and five (5) business days' notice thereof to the Debtors by the First Lien Agent or the Majority Consenting Lenders, an Event of Default

shall be deemed to have occurred; (M) upon five (5) days' written notice to the Debtors if the Bankruptcy Court grants relief that is inconsistent in any material respect with the Restructuring Support Agreement or the Restructuring (as defined in the Restructuring Support Agreement) and such inconsistent relief is not dismissed, vacated or modified to be consistent with the Restructuring Support Agreement and the Restructuring within five (5) business days following notice thereof to the Debtors by the First Lien Agent or the Majority Consenting Lenders; (N) upon five (5) days' written notice to the Debtors if the Debtors withdraw or revoke the Plan or file, publicly propose or otherwise support, or fail to actively oppose, any (i) Alternative Transaction (as defined in the Restructuring Support Agreement) or (ii) amendment or modification to the Restructuring containing any terms that are materially inconsistent with the implementation of, and the terms set forth in, the RSA Term Sheet unless such amendment or modification is otherwise consented to in writing by the Majority Consenting Lenders; (O) upon five (5) days' written notice to the Debtors if, on or after the RSA Effective Date (as defined in the Restructuring Support Agreement), the Debtors engage in any merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness or other similar transaction outside the ordinary course of business, other than: (i) the commencement of the Chapter 11 Cases or other bankruptcy or similar proceeding; or (ii) as expressly permitted by the Restructuring Documents; the Debtors lose the exclusive right to file and solicit acceptances of a chapter 11 plan by final order of this Court; (P) upon five (5) days' written notice to the Debtors of a material breach by the Debtors of any of the undertakings, representations, warranties, covenants or obligations under the DIP Facility (to the extent not otherwise cured or waived in accordance with the terms hereof and thereof); (Q) any court of competent jurisdiction or other competent governmental or regulatory authority issues an order making illegal or otherwise

preventing or prohibiting the consummation of the transactions contemplated in the RSA Term Sheet or any of the Restructuring Documents in a way that cannot be remedied by the Debtors subject to the satisfaction of the First Lien Agent and the Majority Consenting Lenders, in which case the DIP Facility and the obligations thereunder may be terminated by the Required DIP Lenders (as defined in the Restructuring Support Agreement) immediately; (R) upon five (5) days' written notice to the Debtors that the economic substance or the legal rights, remedies or benefits of the transactions contemplated hereby is affected in any manner materially adverse to the DIP Lenders as a result of fraud, bad faith, willful misconduct, gross negligence, intentional misrepresentation or similar misconduct or bad acts by the Company or its board of directors, officers or senior management; provided, that such termination right must be exercised on or prior to two (2) calendar days prior to the confirmation hearing); (S) upon five (5) calendar days' written notice to the Debtors, as determined by the Required DIP Lenders, that there has been an event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a material adverse effect, taking into account that the Debtors have filed the Chapter 11 Cases, on (a) the business, assets, financial condition or results of operations of the Debtors, taken as a whole, (b) the rights and remedies of the DIP Agent or any DIP Lender under any Loan Document (as defined in the Prepetition First Lien Credit Agreement) or any Restructuring Document or (c) the ability of the Debtors to perform its obligations under the Restructuring Support Agreement, the RSA Term Sheet, the DIP Term Sheet (as defined in the Restructuring Support Agreement) or any Restructuring Document; (T) breach of the Debtors' covenant not to permit cumulative net cash flow on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be less than the corresponding amounts set forth in the Budget for such period(s), subject to a variance

of not greater than 12.5% of such amount set forth in the Budget for such period(s) (the foregoing to be tested every week, commencing with the third week following the Petition Date); (U) breach of the Borrower's covenant not to permit cumulative receipts on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be less than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 15% of such amount set forth in the Budget for such period(s) (the foregoing to be tested every week, commencing with the third week following the Petition Date); (V) breach of the Borrower's covenant not to permit each of cumulative freight disbursements on a cumulative basis and cumulative trade disbursements on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be greater than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 17.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), provided, however, that for weeks three (3) through six (6) following the Petition Date such covenant shall be subject to a variance of not greater than 25%; (W) breach of the Borrower's covenant not to permit any cumulative individual Budget line item (other than net cash flow, receipts or freight and trade disbursements, which shall be subject to the provisions above) on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be greater than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 17.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date); (X) the substantial consummation (as defined in section 1101 of the Bankruptcy Code) of the

Plan has not occurred by the Outside Date; or (Y) the breach of the Borrower's covenant not to pay or otherwise unimpair any claims except for (i) trade claims, provided that such amount, in the aggregate, shall be less than \$41,360,000, and (ii) other creditors associated with ordinary course operations (including IT, employees, ordinary course professionals and safety capital expenses), the pension and retiree benefits, in each case, for entities to be reorganized or not sold under the Plan. Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise, which is entered at any time: (i) the DIP Superpriority Claims, the Prepetition Superpriority Claims, the DIP Liens and the Adequate Protection Liens shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations and Adequate Protection Obligations shall have been indefeasibly paid in full in cash; (ii) the other rights granted by this Interim Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Interim Order.

(c) Survival Upon Reversal. If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacature or stay shall not affect: (i) the validity, priority or enforceability of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the DIP Agent, the Prepetition First Lien Agent or the Prepetition Second Lien Agent, as applicable, of the effective date of such reversal, modification, vacature or stay; or (ii) the validity, priority or enforceability of the DIP Liens or the Adequate Protection Liens. Notwithstanding any such reversal, modification, vacation or stay of any use of Cash Collateral, any DIP Obligations or Adequate Protection Obligations incurred by the Debtors prior to the actual receipt of written

notice by the DIP Agent, the First Lien Agent or the Prepetition Second Lien Agent, as applicable, of the effective date of such reversal, modification, vacation or stay shall be governed in all respects by the original provisions of this Interim Order, and the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges and benefits granted in section 364(e) of the Bankruptcy Code, this Interim Order and the DIP Documents.

(d) Survival in Successor Cases. Except as expressly provided in this Interim Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Prepetition Superpriority Claims and all other rights and remedies of the DIP Agent, the DIP Lenders and the Prepetition Secured Parties granted by the provisions of this Interim Order and the DIP Documents (including the Adequate Protection Obligations) shall survive, and shall not be modified, impaired or discharged in any successor cases if these cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full in cash, as set forth herein and in the DIP Documents, and the Commitments have been terminated.

21. *Effect of Stipulations.*

(a) Binding on the Debtors. The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon the Debtors in all circumstances and for all purposes.

(b) Binding on Third Parties. The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, in

paragraph 4 of this Interim Order, shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases (including the Creditors' Committee, if any) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless the following three criteria are satisfied:

(i) Challenge Period. Such committee or any other party in interest (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so), in each case, with requisite standing granted by the Court, has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in paragraph 21(b) by no later than the date that is the sooner of (y) seventy-five (75) days after entry of the Final Order; or (z) confirmation of a plan of reorganization or liquidation in any of the Chapter 11 Cases (the "**Challenge Period**").

(ii) Challenge Proceeding. Such adversary proceeding or contested matter (A) objects to or challenges the amount, validity, perfection, enforceability, priority or extent of the Prepetition Obligations or the Prepetition Liens, or (B) otherwise asserts or prosecutes any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, a "**Challenge Proceeding**") against the Prepetition Secured Parties or their respective subsidiaries, officers, directors, managers, principles, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each a "**Representative**," and, collectively, the "**Representatives**") in

connection with matters related to the Existing Agreements, the Prepetition Obligations, the Prepetition Liens and the Prepetition Collateral.

(iii) Final Non-Appealable Order. There is a final, non-appealable order in favor of the plaintiff in any such Challenge Proceeding; *provided*, that any pleadings filed in any Challenge Proceeding shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred; and *provided, further*, that nothing contained herein shall preclude or otherwise limit the rights of the Creditors' Committee or any party to seek to intervene, or to appear and be heard under section 1109(b) of the Bankruptcy Code.

(c) Failure to File Challenge Proceeding. If no such Challenge Proceeding is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (i) the Debtors' stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, those contained in paragraph 4 of this Interim Order shall be binding on all parties in interest, including, without limitation, the Creditors' Committee; (ii) the obligations of the Debtors under the Prepetition First Lien Credit Agreement, including the Prepetition First Lien Obligations, shall constitute allowed claims not subject to defense, claim, counterclaim, recharacterization, subordination, offset or avoidance, for all purposes in these Chapter 11 Cases, and any subsequent chapter 7 case(s); (iii) the Prepetition First Lien Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to recharacterization, subordination, avoidance or other defense; (iv) the Prepetition First Lien Obligations and the Prepetition First Lien Liens shall not be subject to any other or further claim

or challenge by the Creditors' Committee, any non-statutory committees appointed or formed in these Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates; (v) the obligations of the Debtors under the Prepetition Second Lien Credit Agreement, including the Prepetition Second Lien Obligations, shall constitute allowed claims not subject to defense, claim, counterclaim, recharacterization, subordination, offset or avoidance, for all purposes in these Chapter 11 Cases, and any subsequent chapter 7 case(s); (vi) the Prepetition Second Lien Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to recharacterization, subordination, avoidance or other defense; (vii) the Prepetition Second Lien Obligations and the Prepetition Second Lien Liens shall not be subject to any other or further claim or challenge by the Creditors' Committee, any non-statutory committees appointed or formed in these Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates and (viii) any defenses, claims, causes of action, counterclaims and offsets by the Creditors' Committee, any non-statutory committees appointed or formed in these Chapter 11 Cases, or any other party acting or seeking to act on behalf of the Debtors' estates, whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties arising out of or relating to the Existing Agreements shall be deemed forever waived, released and barred. If any such Challenge Proceeding is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, those contained in paragraph 4 of this Interim Order, shall nonetheless remain binding and preclusive (as provided in paragraph 21(b)) on the Creditors' Committee and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge Proceeding as set forth in a final,

non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Creditors' Committee or any non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenge Proceedings with respect to the Existing Agreements, the Prepetition First Lien Obligations, the Prepetition Second Lien Obligations, the Prepetition First Lien Liens or the Prepetition Second Lien Liens.

22. *Order Governs.* In the event of any inconsistency between the provisions of this Interim Order and the DIP Documents, the provisions of this Interim Order shall govern.

23. *Binding Effect; Successors and Assigns.* The DIP Documents and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Agent, the DIP Lenders, the Prepetition Secured Parties, the Creditors' Committee, any non-statutory committees appointed or formed in these Chapter 11 Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Agent, the DIP Lenders, the Prepetition Secured Parties, and the Debtors and their respective successors and assigns; *provided*, that the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) or to extend any financing to any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the Debtors' estates.

24. *Limitation of Liability.* In determining to make any loan or other extension of credit under the DIP Credit Agreement, to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the DIP Documents, the DIP Agent and the DIP Lenders shall not (i) be deemed to be in “control” of the operations of the Debtors; (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; and (iii) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” with respect to the operation or management of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, *et seq.*, as amended, or any similar federal or state statute).

25. *Proof of Claim and Master Proof of Claim.*

(a) The Prepetition First Lien Secured Parties and the Prepetition Second Lien Secured Parties shall not be required to file proofs of claim in any of the Chapter 11 Cases or successor cases. The Debtors’ stipulations shall be deemed to constitute a timely filed proof of claim for the Prepetition First Lien Secured Parties in respect of all Prepetition First Lien Obligations and the Prepetition Second Lien Parties in respect of all Prepetition Second Lien Obligations. In addition, the Prepetition First Lien Secured Parties and the DIP Secured Parties shall not be required to file any request for allowance and/or payment of any administrative expenses, and this Interim Order shall be deemed to constitute a timely filed request for allowance and/or payment of any Prepetition First Lien Obligations or any DIP Obligations constituting administrative expenses, as applicable. Each of the Prepetition First Lien Agent, for the benefit of itself and the other Prepetition First Lien Secured Parties, the Prepetition Second Lien Agent, for the benefit of itself and the other Prepetition Second Lien Secured Parties and

the DIP Agent, for the benefit of itself and the other DIP Secured Parties, are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, in its discretion) in each of the Chapter 11 Cases or successor cases: (i) in the case of the Prepetition First Lien Agent, a proof of claim and/or aggregate proofs of claim in respect of any Prepetition First Lien Obligations; (ii) in the case of the Prepetition Second Lien Agent, a proof of claim and/or aggregate proofs of claim in respect of any Prepetition Second Lien Obligations; and (iii) in the case of each of the Prepetition First Lien Agent, the Prepetition Second Lien Agent and the DIP Agent, a request or aggregate requests for allowance and/or payment of any portion of the Prepetition First Lien Obligations, Prepetition Second Lien Obligations or any DIP Obligations constituting administrative expenses, as applicable.

(b) In the event the Prepetition First Lien Agent or the Prepetition Second Lien Agent elect to file a proof of claim, then each is authorized to file in the Debtors' lead Chapter 11 Case—*In re DACCO Transmission Parts (NY), Inc.*, (Case No. 16-13245)—a single, master proof of claim on behalf of the Prepetition First Lien Secured Parties and the Prepetition Second Lien Secured Parties, as applicable, on account of any and all of their respective claims arising under the applicable Existing Agreements and hereunder (each, a “**Master Proof of Claim**,” and collectively, the “**Master Proofs of Claim**”), which shall be deemed asserted against each of the Debtors. Upon the filing of a Master Proof of Claim, which shall be deemed asserted against each of the Debtors, the: (i) Prepetition First Lien Agent and the Prepetition First Lien Secured Parties; and (ii) the Prepetition Second Lien Agent and the Prepetition Second Lien Secured Parties, as applicable, and each of their respective successors and assigns, shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims against each of the Debtors of any type or nature whatsoever with respect to the

applicable Existing Agreements, and the claim of each Prepetition Secured Party (and each of its respective successors and assigns), named in a Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim in each of these Chapter 11 Cases. The Master Proofs of Claim shall not be required to identify whether any Prepetition Secured Party acquired its claim from another party and the identity of any such party or be amended to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph 25 and each Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the Prepetition First Lien Agent and the Prepetition Second Lien Agent, as applicable.

26. *Insurance.* To the extent that any of the Prepetition First Lien Agent and the Prepetition Second Lien Agent is listed as an additional insured or a loss payee under the Borrower's or Guarantors' insurance policies, the DIP Agent is also deemed to be an additional insured or the loss payee under such insurance policies and shall act in such capacity and distribute any proceeds recovered or received in respect of any such insurance policies, *first*, to the payment in full of the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted), and *second*, to the payment of the Prepetition Obligations,

subject to and in accordance with the Intercreditor Agreement (as defined in the DIP Credit Agreement).

27. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules, any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

28. *Headings.* Paragraph headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

29. *Payments Held in Trust.* Except as expressly permitted in this Interim Order or the DIP Documents, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral, receives any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations under the DIP Documents, and termination of the Commitments in accordance with the DIP Documents, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agent and the DIP Lenders and shall immediately turn over such proceeds to the DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this Interim Order.

30. *Credit Bidding.* Subject to the terms of the DIP Documents, the DIP Agent shall have the right to credit bid some or all of the amount of the DIP Obligations in any

sale of the DIP Collateral (or any part thereof) as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same and whether any such sale is effectuated through section 363(k) or section 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code or otherwise.

31. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

32. *Necessary Action.* The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

33. *Retention of Jurisdiction.* The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

34. *Final Hearing.* The Final Hearing is scheduled for [●], 2016 at ●:● ●.m. (EST) before this Court.

35. *Objections.* Any party in interest objecting to the relief sought at the Final Hearing shall file and serve written objections, which objections shall be served upon: (a) proposed counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Rachel Strickland, Esq. and Leonard Klingbaum, Esq.); (b) counsel to the DIP Agent, Chapman & Cutler LLP, 1270 Avenue of the Americas, 30th Floor, New York, NY 10020 (Attn: Steven Wilamowsky, Esq.) and Chapman & Cutler LLP, 111 West Monroe Street, Chicago, IL 60603 (Attn: Aaron M. Krieger, Esq.); (c) the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Andrea B. Schwartz,

Esq.); (d) counsel to the Prepetition First Lien Agent, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166 (Attn: Randal D. Palach, Esq.); (e) counsel to the Prepetition Second Lien Agent; (f) counsel or proposed counsel to the Creditors' Committee, if such has been appointed; and (g) all parties who have filed a notice of appearance in these cases prior to such date of service, in each case to allow actual receipt by the foregoing no later than [●], 2016 at 4:00 p.m., Eastern Standard Time.

36. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing, including, without limitation, notice that the Debtors will seek approval at the Final Hearing of a waiver of rights under sections 506(c) and 552(b) of the Bankruptcy Code), to the parties having been given notice of the Interim Hearing, to any party that has filed a request for notices with this Court and to the Creditors' Committee after the same has been appointed, or such Creditors' Committee's counsel, if the same shall have been appointed.

Dated: November [●], 2016
New York, New York

THE HONORABLE [●]
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

DIP Budget

| Week # | Pre | Pre | Pre | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Exit | Case Total | Case Total |
|---|----------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|-----------------|------------------|------------------|
| BK Status | | | | BK | BK | BK | BK | BK | BK | BK | BK | BK | BK | BK | w/o Exit | w/ Exit |
| (\$ in 000s) | 11/4 | 11/11 | 11/18 | 11/25 | 12/2 | 12/9 | 12/16 | 12/23 | 12/30 | 1/6 | 1/13 | 1/20 | 1/27 | Exit | Total | Total |
| Cash Flow From Operations | | | | | | | | | | | | | | | | |
| Cash Sources | | | | | | | | | | | | | | | | |
| Total Cash Sources | \$ 7,356 | \$ 6,469 | \$ 9,242 | \$ 6,906 | \$ 8,038 | \$ 7,256 | \$ 8,669 | \$ 10,189 | \$ 9,865 | \$ 7,374 | \$ 8,828 | \$ 10,437 | \$ 10,084 | \$ - | \$ 87,647 | \$ 87,647 |
| Operating Activities | | | | | | | | | | | | | | | | |
| Payroll and Benefits | (2,720) | (2,785) | (2,720) | - | (909) | (4,756) | (930) | (3,427) | (907) | (2,985) | (3,182) | (3,149) | (771) | - | (21,016) | (21,016) |
| Foreign Vendor Pre-petition | - | - | - | - | (1,351) | (1,802) | (1,802) | (1,351) | (1,351) | (450) | (450) | (450) | - | - | (9,008) | (9,008) |
| Critical Vendor Pre-petition | - | - | - | - | (3,857) | (3,857) | (3,857) | (1,543) | (771) | (771) | (771) | - | - | - | (15,429) | (15,429) |
| 503(b)(9) | - | - | - | - | (1,158) | (772) | (772) | (1,543) | (1,543) | (772) | (772) | (386) | - | - | (7,717) | (7,717) |
| Other Essential Supplier Pre-petition | - | - | - | - | - | (921) | (921) | (1,841) | (1,841) | (921) | (921) | (921) | (921) | - | (9,206) | (9,206) |
| Post-petition Trade | (4,805) | (3,923) | (4,955) | (3,820) | (3,890) | (2,972) | (3,197) | (2,269) | (2,553) | (4,008) | (4,184) | (4,400) | (4,276) | - | (35,568) | (35,568) |
| Freight and Courier | (755) | (625) | (605) | (542) | (628) | (807) | (625) | (625) | (552) | (542) | (628) | (598) | (800) | - | (6,347) | (6,347) |
| Insurance | (25) | (120) | (25) | (34) | (167) | - | (25) | (120) | (98) | (34) | (167) | (58) | (1) | - | (703) | (703) |
| Rent | (642) | (40) | (642) | (0) | (682) | (97) | (621) | (40) | (2) | (21) | (661) | (40) | (2) | - | (2,166) | (2,166) |
| Taxes | (31) | (37) | (31) | (27) | (24) | (26) | (431) | (437) | (34) | (27) | (24) | (431) | (33) | - | (1,492) | (1,492) |
| Funding to Foreign Subsidiaries | - | - | - | (175) | (175) | (175) | (175) | (175) | (175) | (175) | (175) | (175) | (175) | - | (1,750) | (1,750) |
| Other | (486) | (593) | (486) | (319) | (370) | (207) | (344) | (288) | (453) | (299) | (364) | (320) | (593) | - | (3,557) | (3,557) |
| Operating Cash Uses | (9,462) | (8,122) | (9,462) | (4,917) | (13,210) | (16,391) | (13,698) | (13,659) | (10,281) | (11,005) | (12,299) | (10,928) | (7,572) | - | (113,960) | (113,960) |
| Net Cash Flows from Operations | (2,107) | (1,653) | (221) | 1,989 | (5,172) | (9,134) | (5,029) | (3,470) | (416) | (3,631) | (3,471) | (491) | 2,512 | - | (26,313) | (26,313) |
| Cash Flow From Financing Activities | | | | | | | | | | | | | | | | |
| Interest on 1st Lien | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Capital Leases | (18) | (18) | (18) | (18) | (18) | (18) | (18) | (18) | (18) | (18) | (18) | (18) | (18) | - | (182) | (182) |
| Principal on 1st Lien | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| LC Fees | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| DIP Rating Fee | - | - | - | (150) | - | - | - | - | - | - | - | - | - | - | (150) | (150) |
| Interest on DIP Loan | - | - | - | - | - | - | - | - | (244) | - | - | - | (290) | - | (534) | (824) |
| Unused Line fee on DIP Loan | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| DIP Extension Fee | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| FFL Contribution | - | - | - | - | - | - | - | - | - | - | - | - | - | 2,500 | - | 2,500 |
| 2L Payment | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Delayed Draw Super Senior Term Loan | - | - | - | - | - | - | - | - | - | - | - | - | - | 55,000 | - | 55,000 |
| Net Cash Flows From Financing | (18) | (18) | (18) | (168) | (18) | (18) | (18) | (18) | (262) | (18) | (18) | (18) | (308) | 57,500 | (866) | 56,634 |
| Non-Operating / Bankruptcy Related | | | | | | | | | | | | | | | | |
| Professional Fees ¹ | - | - | - | (600) | - | - | - | - | - | - | (171) | - | - | (8,350) | (771) | (9,121) |
| KEIP / KERF / Assumed Retention Plan ² | - | - | - | - | - | - | - | - | - | (500) | - | - | - | - | (500) | (500) |
| LC Needs | - | - | - | (3,000) | - | - | - | (1,050) | - | - | - | (735) | - | 710 | (4,785) | (4,075) |
| US Trustee | - | - | - | - | - | - | - | - | (45) | - | - | - | - | (50) | (45) | (95) |
| Pre-Petition Disbursements | - | - | (7,701) | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other exit items | - | - | - | - | - | - | - | - | - | - | - | - | - | (2,000) | - | (2,000) |
| Admin and Professional Fee Carve Out | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Net Cash Flow from Non-Ops / BK | - | - | (7,701) | (3,600) | - | - | - | (1,050) | (45) | (500) | (171) | (735) | - | (9,690) | (6,101) | (15,791) |
| Net Cash Flow | (2,125) | (1,671) | (7,939) | (1,779) | (5,190) | (9,153) | (5,047) | (4,538) | (724) | (4,149) | (3,660) | (1,244) | 2,204 | 47,810 | (33,280) | 14,530 |
| DIP Activity | | | | | | | | | | | | | | | | |
| DIP Account Draw | - | - | - | 10,000 | 10,000 | 10,000 | - | 5,000 | - | 5,000 | 5,000 | - | - | (45,000) | 45,000 | - |
| Cash From DIP Account Draw | - | - | - | 10,000 | 10,000 | 10,000 | - | 5,000 | - | 5,000 | 5,000 | - | - | (45,000) | - | - |
| Cash Balances | | | | | | | | | | | | | | | | |
| Beginning Balance | 10,826 | 8,701 | 7,030 | 1,000 | 9,221 | 14,031 | 14,878 | 9,831 | 10,292 | 9,569 | 10,420 | 11,760 | 10,516 | 12,720 | 1,000 | 1,000 |
| Net Cash Flow | (2,125) | (1,671) | (7,939) | (1,779) | (5,190) | (9,153) | (5,047) | (4,538) | (724) | (4,149) | (3,660) | (1,244) | 2,204 | 47,810 | (33,280) | 14,530 |
| Cash From DIP Account Draw | - | - | - | 10,000 | 10,000 | 10,000 | - | 5,000 | - | 5,000 | 5,000 | - | - | (45,000) | 45,000 | - |
| Ending Operating Cash Balance | 8,701 | 7,030 | 1,000 | 9,221 | 14,031 | 14,878 | 9,831 | 10,292 | 9,569 | 10,420 | 11,760 | 10,516 | 12,720 | 15,530 | 12,720 | 15,530 |
| Total Drawn on DIP Loan | - | - | - | 10,000 | 20,000 | 30,000 | 30,000 | 35,000 | 35,000 | 40,000 | 45,000 | 45,000 | 45,000 | - | 45,000 | - |
| DIP Available | - | - | - | 63,000 | 53,000 | 43,000 | 43,000 | 38,000 | 38,000 | 33,000 | 28,000 | 28,000 | 28,000 | 73,000 | 28,000 | 73,000 |

Footnotes:

- \$1.2MM payment to 1L Steering Committee Advisors (CDG & KS) included within the professional fees paid at exit.
- Additional \$500K Assumed Retention Plan payment to be paid outside of period covered by this budget.

Exhibit B

DIP Credit Agreement

DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Dated as of [November __], 2016

Among

SPEEDSTAR HOLDING CORPORATION,
as Holdings and as Debtor and Debtor-in-Possession,

TRANSTAR HOLDING COMPANY,
as Borrower and as Debtor and Debtor-in-Possession,

THE LENDERS PARTY HERETO,

SILVER POINT FINANCE, LLC,
as L/C Arranger

and

SILVER POINT FINANCE, LLC,
as Administrative Agent

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

| | | |
|--------------|---|----|
| Section 1.01 | Defined Terms | 2 |
| Section 1.02 | Other Interpretive Provisions..... | 33 |
| Section 1.03 | Accounting Terms..... | 34 |
| Section 1.04 | Payment in Full..... | 35 |
| Section 1.05 | References to Agreements, Laws, Etc. | 35 |
| Section 1.06 | Times of Day..... | 35 |
| Section 1.07 | Timing of Payment or Performance..... | 35 |

ARTICLE II

THE COMMITMENTS AND CREDIT EXTENSIONS

| | | |
|--------------|--|----|
| Section 2.01 | The Loans..... | 36 |
| Section 2.02 | Borrowings, Conversions and Continuations of Loans | 36 |
| Section 2.03 | Letters of Credit | 38 |
| Section 2.04 | [Reserved]..... | 43 |
| Section 2.05 | Prepayments..... | 43 |
| Section 2.06 | Termination or Reduction of Commitments | 44 |
| Section 2.07 | Repayment of Loans | 45 |
| Section 2.08 | Interest..... | 45 |
| Section 2.09 | Fees | 45 |
| Section 2.10 | Computation of Interest and Fees | 45 |
| Section 2.11 | Evidence of Indebtedness | 46 |
| Section 2.12 | Payments Generally | 46 |
| Section 2.13 | Sharing of Payments | 48 |
| Section 2.14 | Defaulting Lender | 49 |
| Section 2.15 | Cash Collateral..... | 49 |
| Section 2.16 | Extension Option | 50 |

ARTICLE III

TAXES, INCREASED COSTS PROTECTION AND ILLEGALITY

| | | |
|--------------|--|----|
| Section 3.01 | Taxes..... | 51 |
| Section 3.02 | Illegality | 54 |
| Section 3.03 | Inability to Determine Rates | 55 |
| Section 3.04 | Increased Cost and Reduced Return; Capital and Liquidity Requirements | 56 |

| | | |
|--------------|---|----|
| Section 3.05 | Funding Losses | 57 |
| Section 3.06 | Matters Applicable to All Requests for Compensation | 57 |
| Section 3.07 | Mitigation Obligations; Replacement of Lenders under Certain Circumstances | 58 |
| Section 3.08 | Survival | 60 |

ARTICLE IV

CONDITIONS PRECEDENT TO LOANS

| | | |
|--------------|---|----|
| Section 4.01 | Conditions of Initial Loans | 60 |
| Section 4.02 | Conditions to All Credit Extensions | 62 |

ARTICLE V

REPRESENTATIONS AND WARRANTIES

| | | |
|--------------|---|----|
| Section 5.01 | Existence, Qualification and Power; Compliance with Laws..... | 63 |
| Section 5.02 | Authorization; No Contravention | 64 |
| Section 5.03 | Governmental Authorization; Other Consents..... | 64 |
| Section 5.04 | Binding Effect..... | 64 |
| Section 5.05 | [Reserved]..... | 64 |
| Section 5.06 | Litigation..... | 64 |
| Section 5.07 | Ownership of Property; Liens..... | 64 |
| Section 5.08 | Liens..... | 65 |
| Section 5.09 | Environmental Compliance | 65 |
| Section 5.10 | Taxes | 66 |
| Section 5.11 | Compliance with ERISA..... | 67 |
| Section 5.12 | Labor Matters..... | 67 |
| Section 5.13 | Insurance | 68 |
| Section 5.14 | Subsidiaries; Equity Interests..... | 68 |
| Section 5.15 | Margin Regulations; Investment Company Act; PATRIOT Act; OFAC and Other Regulations..... | 68 |
| Section 5.16 | Disclosure | 69 |
| Section 5.17 | Intellectual Property..... | 69 |
| Section 5.18 | Financing Orders..... | 69 |
| Section 5.19 | Budget..... | 70 |
| Section 5.20 | EEA Financial Institution | 70 |

ARTICLE VI

AFFIRMATIVE COVENANTS

| | | |
|--------------|--|----|
| Section 6.01 | Financial Statements | 70 |
| Section 6.02 | Certificates; Reports; Other Information | 71 |
| Section 6.03 | Notice Requirements; Other Information | 73 |

| | | |
|--------------|---|----|
| Section 6.04 | Environmental Matters..... | 74 |
| Section 6.05 | Maintenance of Existence..... | 76 |
| Section 6.06 | Maintenance of Properties..... | 76 |
| Section 6.07 | Maintenance of Insurance..... | 76 |
| Section 6.08 | Compliance with Laws..... | 76 |
| Section 6.09 | Books and Records..... | 77 |
| Section 6.10 | Inspection Rights; Lender Calls..... | 77 |
| Section 6.11 | Additional Guarantors..... | 77 |
| Section 6.12 | Use of Proceeds..... | 78 |
| Section 6.13 | Anti-Corruption Laws..... | 79 |
| Section 6.14 | Taxes..... | 79 |
| Section 6.15 | End of Fiscal Years; Fiscal Quarters..... | 79 |
| Section 6.16 | Rating Agency..... | 80 |
| Section 6.17 | ERISA..... | 80 |
| Section 6.18 | Compliance with Financing Orders..... | 80 |
| Section 6.19 | Further Assurances..... | 80 |
| Section 6.20 | Business..... | 81 |

ARTICLE VII

NEGATIVE COVENANTS

| | | |
|--------------|---|----|
| Section 7.01 | Liens..... | 81 |
| Section 7.02 | Investments..... | 83 |
| Section 7.03 | Indebtedness..... | 83 |
| Section 7.04 | Fundamental Changes..... | 84 |
| Section 7.05 | Dispositions..... | 84 |
| Section 7.06 | Restricted Payments..... | 85 |
| Section 7.07 | Change in Nature of Business..... | 86 |
| Section 7.08 | Transactions with Affiliates..... | 86 |
| Section 7.09 | Prepayments and Modifications of Certain Agreements..... | 86 |
| Section 7.10 | Negative Pledge..... | 87 |
| Section 7.11 | Amendments to Constitutive Documents..... | 87 |
| Section 7.12 | Use of Proceeds..... | 87 |
| Section 7.13 | Accounting Changes..... | 88 |
| Section 7.14 | OFAC..... | 88 |
| Section 7.15 | Ownership of Subsidiaries..... | 88 |
| Section 7.16 | Chapter 11 Claims..... | 88 |
| Section 7.17 | Revision of Orders; Applications to Bankruptcy Court..... | 88 |
| Section 7.18 | Compliance with Budget..... | 88 |
| Section 7.19 | Adequate Protection..... | 89 |
| Section 7.20 | Executory Contracts..... | 90 |
| Section 7.21 | Compliance With Certain Laws..... | 90 |

ARTICLE VIII

HOLDINGS COVENANTS

Section 8.01 Business of Holdings 90

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default 91
Section 9.02 Remedies Upon Event of Default 98
Section 9.03 Application of Funds..... 100

ARTICLE X

ADMINISTRATIVE AGENT AND OTHER AGENTS

Section 10.01 Appointment and Authorization 101
Section 10.02 Delegation of Duties 103
Section 10.03 Liability of the Administrative Agent..... 103
Section 10.04 Reliance by the Administrative Agent..... 103
Section 10.05 Notice of Default..... 104
Section 10.06 Credit Decision; Disclosure of Information by the Administrative
Agent..... 104
Section 10.07 Indemnification of the Administrative Agent 105
Section 10.08 The Administrative Agent in its Individual Capacity 105
Section 10.09 Successor Agents 106
Section 10.10 Administrative Agent May File Proofs of Claim..... 106
Section 10.11 Release of Collateral and Guaranty 107
Section 10.12 Other Agents; Arrangers and Managers 108
Section 10.13 Appointment of Supplemental Administrative Agent 108
Section 10.14 Certain Bankruptcy Matters..... 109

ARTICLE XI

MISCELLANEOUS

Section 11.01 Amendments, Etc..... 110
Section 11.02 Notices and Other Communications; Facsimile and Electronic
Copies 112
Section 11.03 No Waiver; Cumulative Remedies 116
Section 11.04 Costs and Expenses..... 117
Section 11.05 Indemnification by the Borrower..... 117
Section 11.06 Payments Set Aside..... 118
Section 11.07 Successors and Assigns..... 119

| | |
|--|-----|
| Section 11.08 Confidentiality | 125 |
| Section 11.09 Setoff..... | 126 |
| Section 11.10 Counterparts..... | 126 |
| Section 11.11 Integration..... | 126 |
| Section 11.12 Survival of Representations and Warranties..... | 127 |
| Section 11.13 Severability | 127 |
| Section 11.14 GOVERNING LAW..... | 127 |
| Section 11.15 WAIVER OF RIGHT TO TRIAL BY JURY..... | 128 |
| Section 11.16 Binding Effect..... | 128 |
| Section 11.17 Lender Action | 128 |
| Section 11.18 PATRIOT Act..... | 128 |
| Section 11.19 No Advisory or Fiduciary Responsibility | 128 |
| Section 11.20 Acknowledgement and Consent to Bail-In of EEA Financial Institutions..... | 129 |
| Section 11.21 Conflicts with Financing Orders..... | 130 |

SCHEDULES

| | |
|------------------|--|
| Schedule 1 | Receivables Facilities |
| Schedule 2 | - Subsidiary Guarantors |
| Schedule 2.01 | - Commitments |
| Schedule 5.02 | - Authorizations; No Contravention |
| Schedule 5.06 | - Litigation |
| Schedule 5.07(b) | - Real Property |
| Schedule 5.09 | - Environmental Compliance |
| Schedule 5.10 | - Taxes |
| Schedule 5.14 | - Subsidiaries and Other Equity Investments |
| Schedule 5.17 | - Intellectual Property, Licenses |
| Schedule 7.01(b) | - Existing Liens |
| Schedule 7.02(e) | - Existing Investments |
| Schedule 7.03(b) | - Surviving Indebtedness |
| Schedule 11.02 | - Administrative Agent's Office, Certain Addresses for Notices |

EXHIBITS

| | | |
|-------------|----|--|
| Exhibit A-1 | -- | Form of Committed Loan Notice |
| Exhibit A-2 | -- | Form of Prepayment Notice |
| Exhibit B | -- | [Reserved] |
| Exhibit C | -- | Form of Note |
| Exhibit D | -- | Form of Compliance Certificate |
| Exhibit E | -- | Form of Assignment and Assumption |
| Exhibit F | -- | Form of Guaranty |
| Exhibit G | -- | [Reserved] |
| Exhibit H | -- | [Reserved] |
| Exhibit I | -- | [Reserved] |
| Exhibit J | -- | Form of Officer's Certificate |
| Exhibit K | -- | [Reserved] |
| Exhibit L | -- | [Reserved] |
| Exhibit M | -- | Form of Administrative Questionnaire |
| Exhibit N | -- | Form of Initial Budget |
| Exhibit O | -- | Form of Interim Order |
| Exhibit P | -- | Form of U.S. Tax Compliance Certificates |

DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this “Agreement”) is entered into as of [November __], 2016 among SPEEDSTAR HOLDING CORPORATION, a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (as hereinafter defined) “Holdings”), TRANSTAR HOLDING COMPANY, a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the “Company” or the “Borrower”), each Lender (as hereinafter defined) from time to time party hereto and SILVER POINT FINANCE, LLC (“Silver Point”), as L/C Arranger (as hereinafter defined) and administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the “Administrative Agent”).

PRELIMINARY STATEMENTS

1. The Borrower, Holdings, certain lenders (the “Prepetition First Lien Lenders”), Royal Bank of Canada, as administrative agent and collateral agent for the Prepetition First Lien Lenders (in such capacities, the “Prepetition First Lien Agent”), and certain other Persons (as hereinafter defined), are parties to that certain Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012 (as amended from time to time prior to October 15, 2016, the “Prepetition First Lien Credit Agreement”), pursuant to which the Prepetition First Lien Lenders agreed, subject to the terms and conditions contained therein, to extend credit to the Borrower as provided for in the Prepetition First Lien Credit Agreement.

2. On November 20, 2016 (the “Petition Date”), each of the Borrower, Holdings, and certain of their Subsidiaries (each a “Debtor” and collectively, the “Debtors”) filed in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) a voluntary petition for relief under Chapter 11 of the Bankruptcy Code and has continued in the possession of its assets and in the management of its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code, and such reorganization cases are being jointly administered under Case Number 16-13245 (each a “Chapter 11 Case” and, collectively, the “Chapter 11 Cases”).

3. The Borrower has requested that the Lenders make available to the Borrower a secured debtor-in-possession delayed draw loan and letter of credit facility in an aggregate amount not to exceed \$69,700,000, the proceeds of which the Borrower may use for the purposes permitted hereunder.

4. The Guarantors (as hereinafter defined) have agreed to guarantee the obligations of the Borrower hereunder and the Borrower and the Guarantors have agreed to secure their respective Obligations by granting to the Administrative Agent, for the benefit of the Secured Parties (as hereinafter defined), a lien on all of their respective assets, in accordance with the priorities provided in the Loan Documents (as hereinafter defined) and the Financing Orders (as hereinafter defined).

Subject to and upon the terms and conditions set forth herein, the Lenders are willing to make available to the Borrower the “super-priority” debtor-in-possession delayed draw loan and letter of credit facility provided for herein:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“Accounting Changes” means changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants (or successor thereto or any agency with similar functions).

“Administrative Agent” has the meaning specified in the first paragraph of this Agreement and shall include any successor administrative agent appointed in accordance with Section 10.09.

“Administrative Agent’s Office” means, the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire substantially in the form of Exhibit M.

“Affiliate” means, in respect of any Person:

(a) any Person which, directly or indirectly, controls, is controlled by or is under common control with such Person; and for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” or “under common control with”) means the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of voting Equity Interests or by contract or otherwise, and, for purposes of the definition of Sponsor Group, the term “Affiliate” has the meaning set forth in this paragraph (a);

(b) any Person who beneficially owns or holds 10% or more of any class of shares (or, in the case of a Person that is not a corporation, 10% or more of the partnership or other Equity Interests) of such Person; or

(c) any Person, 10% or more of any class of shares (or in the case of a Person that is not a corporation, 10% or more of the partnership or other Equity Interests) of which is beneficially owned or held by such Person or a Subsidiary of such Person.

“Agent Parties” has the meaning specified in Section 11.02(f).

“Agent-Related Persons” means the Administrative Agent, together with its Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

“Aggregate Commitments” means the Commitments of all the Lenders. As of the Closing Date, the amount of the Aggregate Commitments is \$69,700,000.

“Agreement” has the meaning specified in the introductory paragraph hereto.

“Alternative Transaction” has the meaning specified in the Restructuring Support Agreement.

“Anti-Corruption Laws” has the meaning specified in Section 5.15(f).

“Anti-Terrorism Law” means any Requirement of Law related to money laundering or financing terrorism, including the PATRIOT Act, and its implementing regulations, The Currency and Foreign Transactions Reporting Act (also known as the “Bank Secrecy Act”, 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended), Executive Order 13224 (effective September 24, 2001) and the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956 and 1957).

“Applicable Lending Office” means for any Lender, such Lender’s office, branch or affiliate designated for Eurodollar Rate Loans, Base Rate Loans or Letters of Credit, as applicable, as notified to the Administrative Agent and the Borrower or as otherwise specified in the Assignment and Assumption pursuant to which such Lender became a party hereto, any of which offices may, subject to the applicable provisions of Article III, be changed by such Lender upon 10 days’ prior written notice to the Administrative Agent and the Borrower; provided that for the purposes of the definition of “Excluded Taxes” and Section 3.01, any such change shall be deemed an assignment made pursuant to an Assignment and Assumption.

“Applicable Rate” means a percentage per annum equal to (x) 7.00% for Eurodollar Rate Loans and (y) 6.00% for Base Rate Loans.

“Approved Fund” means any Fund that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or Affiliate of an entity that administers, advises or manages a Lender.

“Assignment and Assumption” means an Assignment and Assumption substantially in the form of Exhibit E.

“Attorney Costs” means and includes all reasonable and documented fees, out-of-pocket expenses and actual disbursements of any law firm or other external legal counsel.

“Attributable Indebtedness” means, at any date, (a) in respect of any Capital Lease Obligation (other than a lease resulting from a Sale Leaseback) of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation of any Person, the capitalized or principal amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement were accounted for as a Capital Lease, (c) in respect of any Sale Leaseback, the lesser of (i) the present value, discounted in accordance with GAAP

at the interest rate implicit in the related lease, of the obligations of the lessee for net rental payments over the remaining term of such lease (including any period for which such lease has been extended or may, at the option of the lessor be extended) and (ii) the fair market value of the assets subject to such transaction, and (d) all Synthetic Debt of such Person. For the avoidance of doubt, Attributable Indebtedness includes all Attributable Receivables Indebtedness.

“Attributable Receivables Indebtedness” at any time means the principal amount of Indebtedness which (a) if a Receivables Facility is structured as a secured lending agreement, constitutes the principal amount of such Indebtedness or (b) if a Receivables Facility is structured as a purchase agreement, would be outstanding at such time under the Receivables Facility if the same were structured as a secured lending agreement rather than a purchase agreement.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy,” as now or hereafter in effect, or any successor thereto.

“Bankruptcy Court” has meaning specified in the Preliminary Statements hereto.

“Base Rate” means a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the highest of:

- (a) the higher of:
 - (i) the Prime Rate and
 - (ii) ½ of 1% per annum above the Federal Funds Rate;

(b) to the extent the Eurodollar Rate is ascertainable, the Eurodollar Rate (determined as if the applicable Base Rate Loan were a Eurodollar Rate Loan) for an Interest Period of one month as in effect on such day plus 1%; provided, however, that during the period from the date hereof to the date that is 30 days following the Closing Date (or such earlier date as shall be specified by the Administrative Agent on which a Eurodollar Rate Loan has become available), “Base Rate” shall mean the rate per annum equal to the Eurodollar Rate for the Interest Period selected by the Borrower as in effect on the Closing Date, plus 1%; provided further that the corporate base rate is not necessarily the lowest rate charged by the Lender acting as the Administrative Agent to its customers; and

(c) 2.25% per annum.

“Base Rate Loan” means a Loan that bears interest at a rate based on the Base Rate.

“Borrower” has the meaning specified in the introductory paragraph hereto.

“Borrowing” means a borrowing consisting of Loans of the Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by the Lenders pursuant to Section 2.01.

“Budget” means the Initial Budget and as the same may be further amended, supplemented, restated or otherwise modified from time to time with the written consent of the Administrative Agent (such consent not be unreasonably withheld), including any such amendment, supplement, restatement or other modification that extends the Budget to cover additional time periods beyond the initial 10-week period covered by the Initial Budget.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close under the Laws of, or are in fact closed in, the State of New York; provided that if such day relates to any interest rate settings as to a Eurodollar Rate Loan, any fundings, disbursements, settlements and payments in respect of any such Eurodollar Rate Loan, or any other dealings in Dollars to be carried out pursuant to this Agreement in respect of any such Eurodollar Rate Loan, Business Day also means any such day on which dealings in deposits in Dollars are conducted by and between banks in the London interbank market.

“Capital Lease” means, with respect to any Person, any leasing or similar arrangement conveying the right to use any property, whether real or personal property, or a combination thereof, by that Person as lessee that, in conformity with GAAP, is required to be accounted for as a capital lease on the balance sheet of such Person.

“Capital Lease Obligation” means, with respect to any Person, all monetary or financial obligations of such Person and its Subsidiaries under any Capital Leases, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date on which such lease may be terminated by the lessee without payment of a penalty; provided that any obligations that were not required to be included on the balance sheet of such Person as capital lease obligations when incurred but are subsequently re-characterized as capital lease obligations due to a change in accounting rules after the Closing Date shall for all purposes hereunder not be treated as a Capital Lease Obligation.

“Carve-Out” has the meaning specified in the Financing Orders.

“Carve-Out Trigger Notice” has the meaning specified in the Financing Orders.

“Cash Collateral” has the meaning specified in Section 2.15(b).

“Cash Collateral Account” has the meaning specified in Section 2.15(b).

“Cash Collateralize” has the meaning specified in Section 2.15(b).

“Cash Equivalents” means any of the following, to the extent owned by the Borrower or any of its Subsidiaries free and clear of all Liens other than Liens created under the Collateral Documents and having a maturity of not greater than 365 days from the date of acquisition thereof: (a) readily marketable direct obligations of the Government of the United States or any agency or instrumentality thereof or obligations unconditionally guaranteed by the full faith and credit of the Government of the United States, (b) insured certificates of deposit or time deposits with any commercial bank that is a Lender or any other domestic commercial bank having capital and surplus in excess of \$500,000,000, (c) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the Government of the United States, (d) securities with maturities of 365 days or less from the date of acquisition that are issued or fully guaranteed by any state, district or territory of the United States, by any political subdivision or taxing authority of any such state, district or territory or by any foreign government, the securities of which state, district or territory, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody’s, (e) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition, (f) money market mutual or similar funds that invest substantially all of their assets in one or more type of securities satisfying the requirements of clauses (a) through (e) of this definition, or (g) Investments, classified in accordance with GAAP as Current Assets of the Borrower or any of its Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, as amended, which are administered by financial institutions having capital of at least \$500,000,000, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a) and (b) of this definition.

“Casualty Event” means any casualty, loss, damage, destruction or other similar loss with respect to real or personal property or improvements.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time.

“CERCLIS” means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

“Change in Law” means (a) the adoption of any law, treaty, order, policy, rule or regulation after the date of this Agreement, (b) any change in any law, treaty, order, policy, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) the making or issuance of any guideline, request or directive issued or made after the date hereof by any central bank or other Governmental Authority (whether or not having the force of law); provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in

implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted, issued or implemented.

“Change of Control” means the earliest to occur of:

(a) the Borrower ceasing to be a direct Wholly-owned Subsidiary of Holdings; or

(b) (i) the Sponsor and its Affiliates (other than a portfolio company) ceasing to own or control, directly or indirectly, economic and voting rights representing at least 50.1% of the Equity Interests of Holdings in the aggregate or (ii) the Sponsor and its Affiliates (other than a portfolio company) ceasing to hold the power, directly or indirectly, to elect a majority of the board of directors of Holdings.

“Chapter 11 Case” and “Chapter 11 Cases” have the meanings specified in the Preliminary Statements hereto.

“Closing Date” means the date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01 and the making of the initial Credit Extension.

“Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time.

“Collateral” means a collective reference to all real and personal property required to be pledged to the Administrative Agent, for the benefit of the Secured Parties, to secure all or part of the Obligations pursuant to the Collateral Documents, the Interim Order or the Final Order including, without limitation, the Prepetition First Lien Collateral (as defined in the Financing Orders) and the Prepetition Second Lien Collateral (as defined in the Financing Orders).

“Collateral Documents” means, collectively, to the extent required hereunder or requested by the Administrative Agent, any Security Agreement or Security Agreement Supplement, the Intellectual Property Security Agreement, any Intellectual Property Security Agreement Supplement, any Guaranty, any Guaranty Supplement, any mortgages, any collateral assignments, any security agreements, pledge agreements or other similar agreements, or any supplements to any of the foregoing, in each case, delivered to the Administrative Agent and the Lenders in connection with this Agreement or any other Loan Document or any transaction contemplated hereby or thereby to secure or guarantee the payment of any part of the Obligations or the performance of any Loan Party’s other duties and obligations under the Loan Documents. The Collateral Documents shall supplement, and shall not limit, the grant of a Lien in the Collateral pursuant to this Agreement or the Financing Orders.

“Committee” means a statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to Section 1102 of the Bankruptcy Code.

“Commitment” means, as to each Lender, collectively, its Initial Commitments and its Remaining Commitments.

“Committed Loan Notice” means a notice of Borrowing pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit A-1.

“Communications” has the meaning specified in Section 11.02(e).

“Company” has the meaning specified in the introductory paragraph hereto.

“Compensation Period” has the meaning specified in Section 2.12(c)(ii).

“Competitor” means a bona fide competitor of the Loan Parties.

“Compliance Certificate” means a certificate substantially in the form of Exhibit D.

“Confirmation Order” has the meaning specified in the Restructuring Support Agreement.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consenting First Lien Lenders” means those Prepetition First Lien Lenders party to the Restructuring Support Agreement.

“Consolidated EBITDA” has the meaning specified in the Prepetition First Lien Credit Agreement.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Credit Extension” means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“Current Assets” means, at any date, all assets of the Loan Parties which under GAAP would be classified as current assets (excluding any cash or Cash Equivalents).

“Debt Equivalents” means, in respect of any Person, (i) any Equity Interest of such Person which by its terms (or by the terms of any security for which it is convertible or for which it is exchangeable or exercisable), or upon the happening of any event or otherwise (including an event which would constitute a Change of Control), (A) matures or is mandatorily redeemable or subject to any mandatory repurchase requirement, pursuant to a sinking fund or otherwise, (B) is convertible into or exchangeable for Indebtedness or Debt Equivalents, or (C) is redeemable or subject to any repurchase requirement arising at the option of the holder thereof, in whole or in part, on or prior to the first anniversary following the Maturity Date then in effect,

(ii) if such Person is a Subsidiary of the Borrower, any preferred stock of such Person which by its terms is mandatorily redeemable or redeemable at the option of the holder prior to the date which is 180 days after the applicable maturity date provided in clause (y) above and (iii) any Disqualified Equity Interests of such Person.

“Debtors” have the meanings specified in the Preliminary Statements hereto.

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, fraudulent transfer, reorganization, or similar debtor relief Laws of the United States or any similar foreign, federal or state law for the relief of debtors from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means an interest rate equal to (a) the Base Rate plus (b) the Applicable Rate applicable to Base Rate Loans plus (c) 2.0% per annum; provided that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2.0% per annum, in each case, to the fullest extent permitted by applicable Laws.

“Defaulting Lender” means, subject to Section 2.14, any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent, the L/C Arrangers and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any L/C Arranger or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or any L/C Arranger in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender (A) solely by virtue of the

ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender or (B) any Lender or of the direct or indirect parent company of any Lender being subject to an “Undisclosed Administration” of any Lender, including, without limitation, the appointment of a “silent trustee” (*stille curator*) under the Dutch Financial Supervision Act of 2007. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.14) upon delivery of written notice of such determination to the Borrower, each L/C Arranger and each Lender.

“DIP Motion” has the meaning specified in the Restructuring Support Agreement.

“DIP Superpriority Claims” has the meaning specified in the Financing Orders.

“DIP Transaction Expenses” means collectively the following: (a) all reasonable and documented expenses of the Administrative Agent (including the reasonable and documented fees and expenses of counsel to the Administrative Agent, including, but not limited to Chapman and Cutler LLP) associated with the preparation, execution, delivery and administration of the Loan Documents and any amendments or waivers with respect thereto, (b) all reasonable and documented expenses of the Administrative Agent (including the reasonable and documented fees and expenses of counsel to the Administrative Agent, including, but not limited to Chapman and Cutler LLP) in connection with the enforcement of the Loan Documents, and (c) in an amount acceptable to the Required Lenders, all Transaction Expenses (as defined in the Restructuring Support Agreement).

“Disclosure Statement” has the meaning specified in the Restructuring Support Agreement.

“Disclosure Statement Motion” has the meaning specified in the Restructuring Support Agreement.

“Disclosure Statement Order” has the meaning specified in the Restructuring Support Agreement.

“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition of any asset or property by a Loan Party (including any Sale Leaseback and any sale of Equity Interests, but excluding any issuance by a Loan Party of its own Equity Interests), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; provided that none of the foregoing shall be considered a “Disposition” for purpose of Section 7.05 if and only if the aggregate value of the assets or property that are the subject of such transaction is less than \$250,000.

“Disqualified Equity Interests” means, with respect to any Person, any Equity Interest of such Person which, by its terms, or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable, or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments and all outstanding Letters of Credit), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety one (91) days after the Maturity Date then in effect; provided that, if such Equity Interests are issued pursuant to a plan for the benefit of employees of Holdings or any of its Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because they may be required to be repurchased by Holdings or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

“Disqualified Institution” means, on any date, any Person that is a vendor or customer of any of the Loan Parties or any Person that is a Competitor or an Affiliate of a Competitor (excluding any bank, financial institution, debt fund or investment vehicle that is engaged in making, purchasing, holding or otherwise investing in loans, commitments and similar extensions of credit in the ordinary course of business), in each case, that is either (i) separately identified in writing to the Administrative Agent and the Lenders (including by posting to the Platform) by the Borrower no later than three (3) Business Days prior to the Petition Date or (ii) with respect to any such Affiliate of a Competitor identified pursuant to clause (i) solely on the basis of the similarity of such Affiliate’s name.

“Dollars” means lawful money of the United States.

“DQ List” has the meaning specified in Section 11.07(h)(iv).

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Section 11.07(b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 11.07(b)(iii)). For the avoidance of doubt, any Disqualified Institution is subject to Section 11.07(h).

“Environmental Action” means any action, suit, demand, demand letter, claim, notice of non-compliance or violation, notice of liability or potential liability, investigation, proceeding, consent order or consent agreement relating to any Environmental Law, any Environmental Permit or Hazardous Material or arising from alleged injury or threat to health and safety as it relates to any Hazardous Material or the environment, including, without limitation, (a) by any Governmental Authority for enforcement, cleanup, removal, response, remedial or other actions or damages relating to Releases of Hazardous Materials or actual or alleged violations of Environmental Laws and (b) by any Governmental Authority or third party for damages, contribution, indemnification, cost recovery, compensation or injunctive relief.

“Environmental Laws” means any and all federal, provincial, local and foreign statutes, laws, regulations, ordinances, rules, decrees or other governmental restrictions of legal effect relating to the environment, to the release of any Hazardous Materials into the environment or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials but only to the extent such Environmental Laws are legally applicable to any Loan Party pursuant to any Environmental Law.

“Environmental Liability” in respect of any Person, any and all legal obligations and liabilities under Environmental Laws for any Release caused by such Person or which is discovered or uncovered during the ownership or control of any real property by such Person and which adversely impacts any Person, property or the environment whether or not caused by a breach of applicable laws (including Environmental Laws).

“Environmental Permit” means any permit, approval, hazardous waste identification number, license or other authorization issued by or submitted to a Governmental Authority required under any Environmental Law.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time and Treasury regulations promulgated and rulings issued thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that is under common control with any Loan Party and is treated as a single employer within the meaning of Section 414 of the Code or Section 4001 of ERISA.

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations at any facility of any Loan Party or ERISA Affiliate as described in Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan, notification of any Loan Party or ERISA Affiliate concerning the imposition of withdrawal liability or notification that a Multiemployer Plan is insolvent or is in reorganization within the meaning of Title IV of ERISA (or that is in endangered or critical status, within the meaning of Section 305 of ERISA); (d) the filing of a notice of intent to terminate, the treatment of a Pension Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Loan Party or any ERISA Affiliate; (g) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (within the meaning of Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); or (h) the conditions for imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Pension Plan.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Eurodollar Rate” means, for any Interest Period with respect to any Eurodollar Rate Loan, the highest of:

- (a) 1.25% per annum,
- (b) the rate per annum equal to the rate determined by the Administrative Agent to be the offered rate that appears on Reuters Screen LIBOR01 Page (or any successor thereto) for deposits in Dollars (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period, determined as of approximately 11:00 a.m. (London time) two (2) Business Days prior to the first day of such Interest Period, or
- (c) if the rates referenced in the preceding subsection (b) are not available, the rate per annum reasonably determined by the Administrative Agent.

“Eurodollar Rate Loan” means a Loan that bears interest at a rate based on the Eurodollar Rate.

“Event of Default” has the meaning specified in Section 9.01.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 3.07(b) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 3.01, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient’s failure to comply with Section 3.01(g) and (d) any U.S. federal withholding Taxes imposed under FATCA.

“Existing Agreements” means, collectively, the “Loan Documents” as defined in the Prepetition First Lien Credit Agreement and the “Loan Documents” as defined in the Prepetition Second Lien Credit Agreement.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not more onerous to comply with), any regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be as reasonably determined by the Administrative Agent.

“Fee Letter” means that certain letter agreement, dated as of the date hereof, between the Borrower and the Administrative Agent.

“Final Order” means the order or judgment of the Bankruptcy Court as entered on the docket of the Bankruptcy Court approving this Agreement and the other Loan Documents, in form and substance satisfactory to the Administrative Agent and the Lenders in all respects, which order or judgment is in effect and not stayed.

“Financial Advisor” means a financial advisory firm to be identified by the Administrative Agent.

“Financing Orders” means, collectively, the Interim Order and the Final Order.

“First Lien Adequate Protection Claims” means, collectively, a superpriority administrative expense claim as provided for in Section 507(b) of the Bankruptcy Code.

“First Lien Adequate Protection Liens” has the meaning specified in the Financing Orders.

“First Lien Forbearance Agreement” means that certain Forbearance Agreement to the Prepetition First Lien Credit Agreement, dated as of March 31, 2016, by and among Holdings, the Borrower, the Prepetition First Lien Lenders party thereto and Royal Bank of Canada, as administrative agent and as collateral agent, as the same has been amended prior to the Closing Date.

“Fiscal Year” means the fiscal year of the Borrower and its Subsidiaries, as applicable, ending on December 31 of each calendar year.

“Foreign Lender” means (a) if the borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if the Borrower is not a U.S. Person, a Lender that is a resident or organized under the laws of a jurisdiction other than that in which the Borrower is a resident for tax purposes.

“FRB” means the Board of Governors of the Federal Reserve System of the United States.

“Fronting Fee” has the meaning specified in Section 2.03(g).

“Fund” means any Person (other than an individual) that is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course.

“GAAP” means generally accepted accounting principles in the United States, as in effect from time to time.

“Governmental Authority” means any nation or government, any provincial, state, local, municipal or other political subdivision thereof, and any entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any applicable supranational bodies (such as the European Union or the European Central Bank).

“Governmental Authorization” means any authorization, approval, consent, franchise, license, covenant, order, ruling, permit, certification, exemption, notice, declaration or similar right, undertaking or other action of, to or by, or any filing, qualification or registration with, any Governmental Authority.

“Granting Lender” has the meaning specified in Section 11.07(f).

“Guarantee Obligations” means, with respect to any Person, any obligation or arrangement of such Person to guarantee or intended to guarantee any Indebtedness or other payment obligations (“primary obligations”) of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guarantee, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the Obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of non-performance by any other party or parties to an agreement or (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof. The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Guarantee Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

“Guarantors” means Holdings and the Subsidiary Guarantors.

“Guaranty” means, collectively, (a) the guarantee of each of the Guarantors provided pursuant to that certain Debtor-In-Possession Guaranty, dated as of the date hereof, and substantially in the form of Exhibit F and (b) any other guarantee of the Obligations of any other Person provided pursuant to a Guaranty Supplement executed and delivered pursuant to the provisions of Section 6.11.

“Guaranty Supplement” means a supplement to the Guaranty, in form and substance satisfactory to the Administrative Agent and the Required Lenders, executed and delivered to the Administrative Agent for the purpose of adding any Subsidiary as a Guarantor.

“Hazardous Materials” means any material, substance or waste that is regulated, classified, or otherwise characterized under or pursuant to any Environmental Law as “hazardous”, “toxic”, a “pollutant”, a “contaminant”, a “deleterious substance”, “dangerous goods”, “radioactive” or words of similar meaning or effect, including petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, greenhouse gases, mold, urea formaldehyde insulation, chlorofluorocarbons and all other ozone-depleting substances.

“Holdings” has the meaning specified in the introductory paragraph hereto.

“Increased Costs” has the meaning specified in Section 7.18.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) accounts payable and other accrued liabilities incurred in the ordinary course of business not past due for more than 120 days after its stated due date (except for accounts payable contested in good faith), (ii) any earn-out obligation until such obligation is both required to be reflected as a liability on the balance sheet of such Person in accordance with GAAP and not paid after becoming due and payable and (iii) deferred or equity compensation arrangements entered into in the ordinary course of business and payable to directors, officers or employees), (e) all Indebtedness (excluding prepaid interest thereon) of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed but, in the case of Indebtedness which is not assumed by such Person, limited to the lesser of (x) the amount of such Indebtedness and (y) the fair market value of such property, (f) all Guarantees by such Person of Indebtedness of others, (g) all Attributable Indebtedness of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty (excluding the portion thereof that has been fully cash collateralized in a manner permitted by this Agreement), (i) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances, surety bonds and performance bonds, whether or not matured, (j) all Debt Equivalents of such Person and (k) the Swap Termination Value under outstanding Swap Contracts at such time to which such Person is a party. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is directly liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. Anything herein to the contrary notwithstanding, obligations in respect of any Indebtedness that has been irrevocably defeased (either covenant or legal) or satisfied and discharged pursuant to the terms of the instrument creating or governing such Indebtedness shall not constitute Indebtedness.

“Indemnified Liabilities” has the meaning specified in Section 11.05(a).

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“Indemnitees” has the meaning specified in Section 11.05(a).

“Information” has the meaning specified in Section 11.08.

“Initial Budget” means the 10-week cash flow forecast for the 10-week period commencing on the Petition Date, substantially in the form of Exhibit N.

“Initial Commitment” means, as to each Lender, its obligations to make Loans pursuant to Section 2.01(a) in an aggregate principal amount not to exceed the amount set forth

opposite such Lender's name on Schedule 2.01 hereto under the caption "Initial Commitment", or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be reduced or terminated from time to time in accordance with the terms of this Agreement.

"Initial Commitment Amount" means the lesser of (x) \$30,000,000 and (y) the amount permitted pursuant to the Interim Order to be borrowed prior to entry of the Final Order.

"Initial Lenders" means the Lenders party hereto on the Closing Date.

"Initial Loans" means the Loans made pursuant to Section 2.01(a).

"Initial Maturity Date" means March 20, 2016.

"Initial Total Outstandings" means, as of any date of determination, the then aggregate Outstanding Amount of all Initial Loans.

"Intellectual Property" has the meaning specified in Section 5.17.

"Intellectual Property Security Agreement" means, collectively, (a) an Intellectual Property Security Agreement executed by certain Loan Parties in form and substance acceptable to the Administrative Agent and Required Lenders and (b) each other Intellectual Property Security Agreement Supplement executed and delivered pursuant to the provisions of Section 6.11.

"Intellectual Property Security Agreement Supplement" means a supplement to the Intellectual Property Security Agreement, in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders, executed and delivered pursuant to the provisions of Section 6.11.

"Intercreditor Agreement" means that certain Amended and Restated Intercreditor Agreement, dated as of October 9, 2012, among the Prepetition First Lien Agent, the Prepetition Second Lien Agent, the Borrower, Holdings and the other Persons party thereto, as the same has been amended, restated or supplemented.

"Interim Order" means the order or judgment of the Bankruptcy Court as entered on the docket of the Bankruptcy Court with respect to the Chapter 11 Cases substantially in the form of Exhibit O hereto, approving, *inter alia*, this Agreement and the other Loan Documents, and (a) authorizing the incurrence by the Loan Parties of the post-petition secured indebtedness with this Agreement and (b) approving the payment by the Loan Parties of the fees contemplated by this Agreement and the other Loan Documents.

"Interest Payment Date" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; and (b) as to any Base Rate Loan, the last Business Day of each calendar month, commencing [**November 30**], 2016 and the Maturity Date.

"Interest Period" means, as to each Eurodollar Rate Loan, the period commencing

on the date such Eurodollar Rate Loan, as the case may be, is disbursed or converted to or continued as a Eurodollar Rate Loan as applicable, and ending on the date that is one month thereafter and such other shorter interest period as may be permitted by the Administrative Agent, in each case as set forth by the Borrower in its Committed Loan Notice; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the immediately preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date then in effect.

“Investment” in any Person, means any loan or advance to such Person, any purchase or other acquisition of any voting Equity Interests or other Equity Interests or Indebtedness or the assets comprising a division or business unit or a substantial part or all of the business of such Person, any capital contribution to such Person or any other direct or indirect investment in such Person.

“Laws” means, collectively, all international, foreign, federal, state, provincial and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

“L/C Arranger” means (i) Silver Point or any of its Subsidiaries or Affiliates, and (ii) any other Lender (or any of its Subsidiaries or Affiliates) that becomes an L/C Arranger in accordance with Section 2.03(i) or Section 11.07(i); in the case of each of clause (i) and (ii) above, in its capacity as an arranger of Letters of Credit hereunder, or any successor arranger of Letters of Credit hereunder.

“L/C Bank” means any financial institution designated by an L/C Arranger to issue Letters of Credit, in each case, together with its permitted successors and assigns in such capacity. The term “L/C Bank” in each such instance shall mean the L/C Bank with respect to such Letter of Credit.

“L/C Credit Extension” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

“L/C Loan Amount” means, as of any date of determination, an amount equal to 105% of the Letter of Credit Sublimit as of such date.

“L/C Obligation” means, as at any date of determination, the aggregate maximum amount then available to be drawn under all outstanding Letters of Credit.

“Lender” means any Lender that may be a party to this Agreement from time to time and, as the context requires, including each L/C Arranger, in the case of each such Lender, including their respective successors and assigns as permitted hereunder (each of which is referred to herein as a “Lender”).

“Letter of Credit” means a documentary or standby letter of credit or letter of guarantee arranged by the L/C Arranger and issued by the L/C Bank for the account of the Borrower.

“Letter of Credit Application” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the relevant L/C Arranger.

“Letter of Credit Commitment” means, with respect to any L/C Arranger, the amount set forth opposite such L/C Arranger’s name on Schedule 2.01 hereto under the caption “Letter of Credit Commitment” or, if an L/C Arranger has entered into an Assignment and Assumption, set forth for such L/C Arranger in the Register maintained by the Administrative Agent pursuant to Section 11.07(c) as the L/C Arranger’s “Letter of Credit Commitment” as such amount may be reduced at or prior to such time pursuant to Section 2.06. The total amount of the Letter of Credit Commitment shall not exceed the Letter of Credit Sublimit at any time.

“Letter of Credit Expiration Date” means the day specified in the applicable Letter of Credit (but such day shall not be later than the day that is 364 days following the date such Letter of Credit is originally issued hereunder, subject to the provisions of Section 2.03).

“Letter of Credit Sublimit” means \$5,000,000, as such amount may be reduced from time to time pursuant to Section 2.06 and Section 2.15(b). The Letter of Credit Sublimit is part of, and not in addition to, the Commitments.

“Lien” means any assignment, mortgage, charge, pledge, lien, encumbrance, title retention agreement (including Capital Leases but excluding operating leases) or any other security interest whatsoever, howsoever created or arising, whether fixed or floating, legal or equitable, perfected or not, but specifically excludes any legal, contractual or equitable right of set-off.

“Loan” means an extension of credit by a Lender to the Borrower under Article II.

“Loan Documents” means, collectively, (i) this Agreement, (ii) the Notes, (iii) the Financing Orders, (iv) the Collateral Documents, (v) each Letter of Credit Application, (vi) the Fee Letter and (vii) all other instruments and documents delivered from time to time by or on behalf of Holdings, the Borrower or any of its Subsidiaries in connection herewith or therewith.

“Loan Parties” means, collectively, (i) the Borrower, (ii) Holdings and (iii) each other Guarantor.

“Majority Consenting Lenders” means the Consenting First Lien Lenders holding in excess of fifty percent (50%) of the aggregate outstanding Loans (as defined in the Prepetition First Lien Credit Agreement) held by all Consenting First Lien Lenders at the time of determination.

“Market Disruption Notice” has the meaning specified in Section 3.03.

“Master Agreement” has the meaning specified in the definition of “Swap Contract”.

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, assets, liabilities (actual or contingent) or condition (financial or otherwise) of Holdings and its Subsidiaries, taken as a whole, except for the commencement of the Chapter 11 Cases and the effects that customarily result from the commencement of Chapter 11 Cases (including the issuance of the Financing Orders); (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party; (d) a material adverse effect on the Collateral or a material impairment of the Administrative Agent’s Liens or priority thereof; or (e) a material impairment of the Administrative Agent’s or the Lenders’ ability to enforce the Obligations or realize upon the Collateral.

“Maturity Date” means, the earliest to occur of (i) the effective date of a confirmed Reorganization Plan, (ii) the Initial Maturity Date, unless such date has been extended pursuant to Section 2.16¹ and (iii) the date on which the commitments of the Lenders to make Loans and the commitments of the L/C Arrangers to cause the issuance of Letters of Credit are terminated and the Loans and other Obligations hereunder are accelerated following the occurrence of an Event of Default, in each case, pursuant to Section 9.02.

“Moody’s” means Moody’s Investors Service, Inc. and its successors.

“Mortgage” means collectively, the deeds of trust, trust deeds, deeds to secure debt and mortgages creating and evidencing a Lien on real property made by the Loan Parties in favor or for the benefit of the Administrative Agent, on behalf of the Secured Parties, in form and substance satisfactory to the Administrative Agent and its counsel to account for local law matters) and otherwise in form and substance satisfactory to the Administrative Agent and the Required Lenders, executed and delivered pursuant to the terms of this Agreement.

“Multiemployer Plan” means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

“Net Cash Proceeds” means:

¹ Extension up to 4 months after the Initial Maturity Date.

(a) with respect to the Disposition of any asset by any Loan Party or any Casualty Event the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Disposition or Casualty Event (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received by or paid to or for the account of the Borrower or any of its Subsidiaries) over (ii) the sum of (A) the principal amount of any Indebtedness permitted by this Agreement that is secured by a Lien (other than a Lien on the Collateral that ranks *pari passu* or is subordinated to the Liens securing the Obligations) by the asset subject to such Disposition or Casualty Event and that is repaid (and is timely repaid) in connection therewith (other than Indebtedness under the Loan Documents), (B) the reasonable out-of-pocket expenses actually incurred and paid by the Borrower or any of its Subsidiaries in connection with such Disposition or Casualty Event (including, reasonable attorney's, accountant's and other similar professional advisor's fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant, and other customary fees) to third parties (other than the Loan Parties or any of their Affiliates), (C) taxes paid or reasonably estimated to be actually payable or that are actually accrued in connection therewith with respect to the current tax year as a result of any gain recognized in connection therewith by such Person or any of the direct or indirect stockholders thereof and attributable to such Disposition or Casualty Event; provided that, if the amount of any estimated taxes pursuant to this subclause (C) exceeds the amount of taxes actually required to be paid in cash, the aggregate amount of such excess shall constitute Net Cash Proceeds and (D) any reasonable reserve actually maintained in respect of (x) the sale price of such asset or assets established in accordance with GAAP, and (y) any liabilities associated with such asset or assets and retained by the Borrower or any of its Subsidiaries after such sale or other Disposition thereof, including pension and other post-employment benefit liabilities and liabilities related against any indemnification obligations associated with such transaction and it being understood that "Net Cash Proceeds" shall include any cash or Cash Equivalents (1) received upon the Disposition of any non-cash consideration received by such Person in any such Disposition, and (2) received upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in subclause (D) above or, if such liabilities have not been satisfied in cash and such reserve not reversed within two years after such Disposition or Casualty Event, the amount of such reserve, in each case of subclauses (A) through (D) above, to the extent approved by the Bankruptcy Court (if such approval is necessary pursuant to the Bankruptcy Code) and the Administrative Agent; and

(b) with respect to the incurrence or issuance of any Indebtedness by the Borrower or any of its Subsidiaries not permitted under Section 7.03, the excess, if any, of (i) the sum of the cash received in connection with such incurrence or issuance over (ii) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses (including reasonable attorney's, accountant's and other similar professional advisor's fees), incurred by such Loan Party in connection with such incurrence or issuance to third parties (other than the Loan

Parties or any of their Affiliates), in the case of the foregoing clause (ii), to the extent approved by the Bankruptcy Court (if such approval is necessary pursuant to the Bankruptcy Code) and the Administrative Agent.

“Non-Consenting Lender” has the meaning specified in Section 3.07(d).

“Note” means a promissory note of the Borrower payable to a Lender or its assigns, substantially in the form of Exhibit C hereto, evidencing the aggregate Indebtedness of the Borrower to such Lender resulting from the Loans made by such Lender.

“NPL” means the National Priorities List under CERCLA.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party or other Subsidiary arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents (and of any of their Subsidiaries to the extent they have obligations under the Loan Documents) include (1) the obligation (including Guarantee Obligations) to pay principal, interest, Letter of Credit commissions, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts payable by any Loan Party or any other Subsidiary under any Loan Document and (2) the obligation of any Loan Party or any other Subsidiary to reimburse any amount in respect of any of the foregoing that any Lender, in its reasonable discretion, may elect to pay or advance on behalf of such Loan Party or such Subsidiary.

“Organization Documents” means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, declaration, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Connection Taxes” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such

Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06(b)).

“Outside Date” has the meaning specified in the Restructuring Support Agreement.

“Outstanding Amount” means (a) with respect to the Loans, on any date, the outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Loans occurring on such date; and (b) with respect to any L/C Obligations on any date, the outstanding amount thereof on such date after giving effect to any changes thereto as of such date, including as a result of any reductions in the maximum amount available for drawing under related Letters of Credit taking effect on such date.

“Participant” has the meaning specified in Section 11.07(d).

“Participant Register” has the meaning specified in Section 11.07(d).

“PATRIOT Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as the same may be amended, supplemented, modified, replaced or otherwise in effect from time to time.

“PBGC” means the Pension Benefit Guaranty Corporation (or any successor thereof).

“Pension Plan” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA) other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Loan Party or any ERISA Affiliate or to which any Loan Party or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time since January 1, 2003.

“Permitted Adequate Protection” means, collectively, Permitted First Lien Adequate Protection, Permitted Second Lien Adequate Protection and Permitted Other Adequate Protection.

“Permitted First Lien Adequate Protection” means the adequate protection of the Prepetition First Lien Secured Parties’ interest in the Collateral (as defined in the Prepetition First Lien Credit Agreement) as set forth in the Financing Orders.

“Permitted Liens” has the meaning specified in Section 7.01.

“Permitted Other Adequate Protection” means the adequate protection of secured parties having valid, perfected Liens as of the Petition Date as set forth in the Financing Orders.

“Permitted Refinancing Indebtedness” means the extension of maturity, refinancing or modification of the terms of Indebtedness so long as:

(a) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification;

(b) such extension, refinancing or modification does not result in a shortening of the average weighted maturity (measured as of the extension, refinancing or modification) of such Indebtedness so extended, refinanced or modified;

(c) such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness (including, without limitation, terms relating to the collateral (if any) and subordination (if any)) being extended, refinanced or modified; and

(d) such Indebtedness that is extended, refinanced or modified is not recourse to any Loan Party or any of its Subsidiaries that is liable on account of the obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended.

“Permitted Second Lien Adequate Protection” means the adequate protection of the Prepetition Second Lien Secured Parties’ interest in the Collateral (as defined in the Prepetition Second Lien Credit Agreement) as set forth in the Financing Orders.

For the avoidance of doubt, in no event shall Permitted Second Lien Adequate Protection include any cash payments.

“Permitted Uses” means collectively: (i) general working capital purposes (including providing Cash Collateral in connection with the issuance of Letters of Credit hereunder) in accordance with the Budget and the costs of administration of the Chapter 11 Cases in amounts approved by the Bankruptcy Court; (ii) to pay DIP Transaction Expenses and those reasonable and documented fees and expenses payable to the Prepetition First Lien Agent (limited to Paul Hastings LLP); (iii) paying fees, costs and expenses to the extent such fees, costs and expenses are consistent with the Budget and are approved by the Bankruptcy Court (allowance of such fees shall be subject to final approval of the Bankruptcy Court); and (iv) to make certain payments on account of pre-petition obligations (including “critical vendor payments”), to the extent mutually agreed with the Required Lenders and the Majority Consenting Lenders, and as approved by the Bankruptcy Court.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Petition Date” has the meaning specified in the Preliminary Statements hereto.

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established by any Loan Party or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“Plan Sponsor” means SPCP Group, LLC.

“Platform” has the meaning specified in Section 11.02(e).

“Post-Carve Out Trigger Notice Cap” means \$1,000,000.

“Prepayment Notice” means a notice of prepayment in respect of any voluntary or mandatory prepayment in substantially the form of Exhibit A-2.

“Prepetition First Lien Agent” has the meaning specified in the Preliminary Statements hereto.

“Prepetition First Lien Credit Agreement” has the meaning specified in the Preliminary Statements hereto.

“Prepetition First Lien Lenders” has the meaning specified in the Preliminary Statements hereto.

“Prepetition First Lien Secured Parties” means, collectively, the Prepetition First Lien Agent and the Prepetition First Lien Lenders.

“Prepetition Second Lien Administrative Agent” means the administrative agent for the lenders under the Prepetition Second Lien Credit Agreement.

“Prepetition Second Lien Agent” means Cortland Capital Markets LLC (as successor to Royal Bank of Canada), as Prepetition Second Lien Administrative Agent and Prepetition Second Lien Collateral Agent.

“Prepetition Second Lien Collateral Agent” means the collateral agent for the lenders under the Prepetition Second Lien Credit Agreement.

“Prepetition Second Lien Credit Agreement” means the Second Lien Credit Agreement dated as of October 9, 2012 among the Borrower, Holdings, the lenders party thereto (the “Prepetition Second Lien Lenders”), the Prepetition Second Lien Agent, and the other Persons party thereto, as the same may have been amended, restated, supplemented or otherwise modified, renewed, refunded, replaced or refinanced from time to time prior to October 15, 2016 in accordance with the Intercreditor Agreement.

“Prepetition Second Lien Lenders” has the meaning specified in the definition of “Prepetition Second Lien Credit Agreement”.

“Prepetition Second Lien Secured Parties” means, collectively, the Prepetition Second Lien Agent and the Prepetition Second Lien Lenders.

“Prime Rate” means the rate of interest quoted in the print edition of The Wall Street Journal, Money Rates Section as the Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation’s thirty (30) largest banks), as in effect from time to time. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Administrative Agent or any other Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

“Proceeding” has the meaning specified in Section 11.05(a).

“Professionals” means the professionals and professional firms retained by the Loan Parties and any statutory committee of unsecured creditors appointed in the Chapter 11 Cases and at any time approved by the Bankruptcy Court.

“Pro Rata Share” means, with respect to each Lender at any time a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the Commitment of such Lender at such time and the denominator of which is the amount of the Aggregate Commitments at such time; provided that if the Aggregate Commitments have been terminated, then the Pro Rata Share of each Lender shall be determined based on the outstanding principal amount of the Loans held by such Lender divided by the aggregate principal amount of all outstanding Loans held by all Lenders.

“Public Lender” has the meaning specified in Section 11.02(h).

“Qualified Equity Interests” means any Equity Interests that are not Disqualified Equity Interests.

“Rating Agency” means any nationally recognized statistical rating organization reasonable acceptably to the Administrative Agent; provided that S&P and Moody’s shall be deemed acceptable.

“Receivables Facility” means those certain receivables facilities described on Schedule 1 attached hereto.

“Recipient” means (a) the Administrative Agent, (b) any Lender or (c) any L/C Arranger, as applicable.

“Register” has the meaning specified in Section 11.07(c).

“Registered” means, with respect to Intellectual Property, issued by, registered with, renewed by or the subject of a pending application before any Governmental Authority or Internet domain name registrar.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, leeching or migration of any Hazardous Material in or into the environment (including the abandonment or disposal of any barrels, tanks, containers or receptacles containing any Hazardous Material), or out of any vessel or facility, including the movement of any Hazardous Material through the air, soil, subsoil, surface, water, ground water, rock formation or otherwise.

“Remaining Commitment” means, as to each Lender, its obligations to make Loans pursuant to Section 2.01(b) in an aggregate principal amount not to exceed the amount set

forth opposite such Lender's name on Schedule 2.01 hereto under the caption "Remaining Commitment", or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be reduced or terminated from time to time in accordance with the terms of this Agreement.

"Remaining Commitment Amount" means, subject to the terms and conditions of Section 2.01, an amount equal to \$69,700,000 *minus* the Total Outstanding as of the determination date.

"Reorganization Plan" means the chapter 11 plan of reorganization for the Loan Parties that, among other things, embodies the terms contained in, and is consistent with, the RSA Term Sheet and is reasonably acceptable to the Administrative Agent and the Required Lenders and acceptable to the Plan Sponsor in its sole discretion.

"Reorganization Plan Effective Date" has the meaning set forth in Section 9.01(z)(vii).

"Reorganization Plan Filing Date" has the meaning set forth in Section 9.01(z)(ii).

"Reportable Event" means with respect to any Plan any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the thirty (30) day notice period has been waived.

"Request for Credit Extension" means (a) with respect to a Borrowing, conversion or continuation of Loans, a Committed Loan Notice and (b) with respect to an L/C Credit Extension, a Letter of Credit Application Notice.

"Required Lenders" means, as of any date of determination, (a) prior to the date that any Loans are outstanding, one or more Lenders having more than 50% of the Aggregate Commitments and (b) on or after the date that any Loans are outstanding, one or more Lenders having more than 50% of the Total Exposure; provided that any unused Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Requirement of Law" means, as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law (including common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ, injunction, settlement agreement, requirement or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer" means the chief executive officer, president, chief financial officer, treasurer or, except for purposes of Sections 6.02 or 6.03, any other similar officer or a Person performing similar functions of a Loan Party (and, as to any document delivered on the Closing Date, to the extent acceptable to the Administrative Agent in its sole discretion or required by the terms of this Agreement, any secretary or assistant secretary of a Loan Party). Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or

other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Payment” means any:

(a) dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, retraction, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to any Person’s stockholders, partners or members (or the equivalent of any thereof and including any thereof acquired through the exercise of warrants or rights of conversion, exchange or purchase);

(c) payment of principal, interest or other amounts in whole or in part, in respect of any amounts forming a part of Total Debt payable by a Loan Party to any member of the Sponsor Group;

(d) payment of any management or similar type fees by a Loan Party to any Affiliate thereof; and

(e) payment of any board or similar fees by a Loan Party to any board member that is an employee of any member of the Sponsor Group.

“Restricting Information” has the meaning assigned to such term in Section 11.02(i).

“Restructuring” has the meaning specified in the Restructuring Support Agreement.

“Restructuring Documents” has the meaning specified in the Restructuring Support Agreement.

“Restructuring Support Agreement” means the Amended and Restated Restructuring Support Agreement, dated as of November 18, 2016, among the Borrower, the Consenting First Lien Lenders and Friedman Fleischer & Lowe, LLC (“FFL”), funds managed by FFL that hold equity interests in Holdings, the general partner of such funds and their Affiliates.

“RSA Term Sheet” means the term sheet referred to and attached to the Restructuring Support Agreement.

“Sale Leaseback” means any transaction or series of related transactions pursuant to which the Borrower or any of its Subsidiaries (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

“Sanctions” means, sanctions administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), U.S. Department of State, United Nations Security Council, European Union, Her Majesty’s Treasury, or other relevant sanctions authority.

“S&P” means Standard & Poor’s Ratings Services LLC, a Standard & Poor’s Financial Services LLC business, and its successors.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Second Lien Adequate Protection Claims” means, collectively, a superpriority administrative expense claim as provided for in Section 507(b) of the Bankruptcy Code.

“Second Lien Adequate Protection Liens” means, collectively, (i) a valid, perfected replacement security interest in and lien on the collateral to which the Prepetition Second Lien Agent, on behalf of the Prepetition Second Lien Lenders, hold existing second lien primed liens existing as of the Petition Date or thereafter acquired and any proceeds thereof and (ii) a valid, perfected security interest in and lien on all of the Collateral.

“Second Lien Lender Group” means the ad hoc group of Prepetition Second Lien Lenders represented by Latham & Watkins LLP.

“Secured Parties” means, collectively, the Administrative Agent, the Lenders and each Supplemental Administrative Agent.

“Security Agreement” means a security agreement that may be entered into at the request of the Administrative Agent in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders.

“Security Agreement Supplement” means a supplement to a Security Agreement, in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders, executed and delivered to the Administrative Agent pursuant to the provisions of Section 6.11.

“Shareholders’ Equity” means, as of any date of determination, consolidated shareholders’ equity of the Borrower and its Subsidiaries as of that date determined in accordance with GAAP.

“Silver Point” has the meaning specified in the introductory paragraph hereto.

“Specified Lien” means those valid, perfected, enforceable and unavoidable liens on the property of the Loan Parties in existence as of the Petition Date in respect of which the Administrative Agent has been granted a junior lien pursuant to Section 364(c)(3) of the Bankruptcy Code, subject to the Financing Orders.

“Sponsor” means, collectively, Friedman Fleischer & Lowe Capital Partners III, L.P., Friedman Fleischer & Lowe Parallel Fund III, L.P., FFL Individual Partners III, L.P., FFL Executive Partners III, L.P., and each of their respective successors.

“Sponsor Group” means the Sponsor, its Affiliates and funds or partnerships managed by it or any of its Affiliates, but not including, however, any of their portfolio companies.

“SPV” has the meaning specified in Section 11.07(f).

“Subsidiary” of a Person means:

(a) a corporation of which another person alone or in conjunction with its other Subsidiaries owns an aggregate number of voting Equity Interests sufficient to enable the election of a majority of the directors regardless of the manner in which other voting Equity Interests are voted;

(b) a corporation of which another person alone or in conjunction with its other Subsidiaries has, through the operation of any agreement or otherwise, the ability to elect or cause the election of a majority of the directors or otherwise exercise control over the management and policies of such corporation;

(c) any partnership of which at least a majority of the outstanding income or capital interests and/or at least a majority of the voting interests of such partnership or, in the case of a limited partnership, any general partner thereof, are owned by a person alone or in conjunction with its other Subsidiaries; and

(d) any trust or other person of which at least a majority of the outstanding beneficial or ownership interests (however designated) are owned by a person alone or in conjunction with its other Subsidiaries.

Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Borrower.

“Subsidiary Guarantor” means (a) each Subsidiary listed under the heading “Subsidiary Guarantors” on Schedule 2 and (b) each other Subsidiary that becomes a Guarantor pursuant to a Guarantor Supplement or other documentation in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders.

“Supplemental Administrative Agent” has the meaning specified in Section 10.13(a) and “Supplemental Administrative Agents” shall have the corresponding meaning.

“Swap Contract” means (a) any and all interest rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions,

floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark to market value(s) for such Swap Contracts, as determined by the applicable counterparty in accordance with the terms thereof and in accordance with customary methods for calculating mark-to-market values under similar arrangements by such counterparty.

"Synthetic Debt" means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of "Indebtedness" or as a liability on the consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP).

"Synthetic Lease Obligation" means the monetary obligation of a Person under (i) a so-called synthetic, off-balance sheet or tax retention lease, or (ii) an agreement for the use or possession of property (including any Sale Leaseback), in each case, creating obligations that do not appear on the balance sheet of such Person but which could be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Taxes" means any and all present or future taxes, duties, levies, imposts, deductions, assessments, fees, stamp taxes, withholdings or other charges imposed by any Governmental Authority (including additions to tax, penalties and interest with respect thereto).

"Termination Date" has the meaning specified in Section 10.11(a)(i).

"Termination of the DIP Financing" shall mean, collectively, the termination of all Lenders' Commitments and payment in full in cash of all Obligations and the return and cancellation (or expiration (undrawn)) of all Letters of Credit.

"Threshold Amount" means \$1,000,000.

"Total Debt" means, as of any date, consolidated Indebtedness of the Borrower and its Subsidiaries outstanding as of such date of the type described in clauses (a), (b), (d), (e),

(g), (h) and (i) (but only if drawn or called) of the definition thereof. For the avoidance of doubt, Total Debt includes all Attributable Receivables Indebtedness.

“Total Exposure” means, as of any date of determination, the sum of (a) the Total Outstandings as of such date and (b) the then unused Aggregate Commitments (if any).

“Total Outstandings” means, as of any date of determination, the then aggregate Outstanding Amount of all Loans.

“Trade Date” has the meaning specified in Section 11.07(h).

“Type” means, with respect to a Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

“Uniform Commercial Code” means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any security interest in any item or items of Collateral.

“United States” and “U.S.” mean the United States of America.

“U.S. Person” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(g)(ii)(B)(3).

“Wholly-owned” means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director’s qualifying shares and (y) shares issued to foreign nationals to the extent required by applicable Law) are owned by such Person and/or by one or more wholly-owned Subsidiaries of such Person.

“Withdrawal Liability” means the liability of a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Withholding Agent” means any Loan Party and the Administrative Agent.

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words “herein”, “hereto”, “hereof” and “hereunder” and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(c) Article, Section, paragraph, clause, subclause, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(d) The term “including” is by way of example and not limitation.

(e) The term “documents” includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(f) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including”.

(g) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(h) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine or neuter forms.

Section 1.03 Accounting Terms. (a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, applied in a manner consistent with that used in preparing the Audited Financial Statements (as defined in the Prepetition First Lien Credit Agreement), except as otherwise specifically prescribed herein; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any Accounting Change occurring after the Closing Date or in the application thereof on the operation of such provision, regardless of whether any such notice is given before or after such Accounting Change or in the application thereof, then the Administrative Agent and the Borrower agree that they will negotiate in good faith amendments to the provisions of this Agreement that are directly affected by such Accounting Change with the intent of having the respective positions of the Lenders and the Borrower after such Accounting Change conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, (i) the provisions in this Agreement shall be calculated as if no such Accounting Change had occurred and (ii) the Borrower shall provide to the Administrative Agent and the Lenders a written reconciliation in form and substance reasonably satisfactory to the Administrative Agent, between calculations of any baskets and other requirements hereunder before and after giving effect to such Accounting Change.

(b) Where reference is made to a Person “and its Subsidiaries on a consolidated basis” or similar language, such consolidation shall not include any subsidiaries other than Subsidiaries.

Section 1.04 Payment in Full. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (a) the payment or repayment in full in cash in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans, together with the payment of any fees, premium or other amounts applicable to the repayment of the Loans, (ii) all expenses to the Lenders and the Administrative Agent that have accrued and are unpaid regardless of whether demand has been made therefor, (iii) all fees or charges that have accrued hereunder or under any other Loan Document and are unpaid, (b) with respect to all Letters of Credit with a Letter of Credit Expiration Date beyond the Maturity Date, the receipt by the Administrative Agent of replacement letters of credit with respect to such Letters of Credit such that no Letter of Credit remains outstanding under this Agreement, provided, however, that such replacement letters of credit shall not be provided and the existing Letters of Credit may remain outstanding if the repayment of the Obligations is made with the proceeds of a new credit facility with respect to which the L/C Arranger is and continues to be Silver Point, (c) the receipt by the Administrative Agent of cash collateral in order to secure any other contingent Obligations for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to Lenders at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys’ fees and legal expenses), such cash collateral to be in such amount as the Administrative Agent reasonably determine is appropriate to secure such contingent Obligations, and (d) the termination of any further obligation of Lenders to make any Loans.

Section 1.05 References to Agreements, Laws, Etc. Unless otherwise expressly provided herein, (a) references to documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, amendments and restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, amendments and restatements, extensions, supplements and other modifications are permitted by any Loan Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.07 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

ARTICLE II

THE COMMITMENTS AND CREDIT EXTENSIONS

Section 2.01 The Loans. (a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make (or cause its Applicable Lending Office to make):

(a) prior to the entry of the Final Order, initial loans in an aggregate principal amount not to exceed at any time outstanding the amount of such Lender's Initial Commitment; provided that, after giving effect to any such Borrowing, the Initial Total Outstandings shall not exceed the Initial Commitment Amount in effect at such time; and

(b) upon the entry of the Final Order, additional loans in an aggregate principal amount not to exceed at any time outstanding the amount of such Lender's Remaining Commitment Amount; provided that if the Total Outstandings shall be in an amount above \$55,000,000 at the time of such Borrowing, such Borrowing shall be subject to the consent of the Administrative Agent and the Required Lenders.

(c) Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed.

Section 2.02 Borrowings, Conversions and Continuations of Loans. (a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent of such Borrowing, conversion or continuation of Eurodollar Rate Loans, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 12:00 noon (New York, New York time) (i) three (3) Business Days prior to the requested date of any Borrowing or continuation or conversion of Eurodollar Rate Loans (or any conversion of Base Rate Loans to Eurodollar Rate Loans) and (ii) one (1) Business Day before the requested date of any Borrowing of Base Rate Loans or any continuation or conversion of Eurodollar Rate Loans to Base Rate Loans. Each telephonic notice by the Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of \$5,000,000 or a whole multiple of \$100,000 in excess thereof. Each Borrowing of, continuation of or conversion to Base Rate Loans, shall be in a principal amount of \$5,000,000 or a whole multiple of \$100,000 in excess thereof. Each Committed Loan Notice shall specify, as applicable, (i) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (ii) the principal amount of Loans to be borrowed, converted or continued, as the case may be, (iii) the Type of Loans to be borrowed or to which existing Loans are to be converted and (iv) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice with respect to Loans or fails to give a timely request for conversion or continuation pursuant to a Committed Loan Notice, then the applicable Loans shall be made as, continued as or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the Borrower

requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month. For the avoidance of doubt, the Borrower and Lenders acknowledge and agree that any conversion or continuation of an existing Loan shall be deemed to be a continuation of that Loan with a converted interest rate methodology and not a new Loan.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Pro Rata Share of the Loans requested, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans or continuation described in Section 2.02(a). In the case of each Borrowing, each Lender shall make (or cause its Applicable Lending Office to make) the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. (New York, New York time) on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Borrowing, Section 4.01), the Administrative Agent shall, except as set forth below with regard to funds in an amount equal to the L/C Loan Amount, make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower. With respect to funds so received by the Administrative Agent in an amount equal to the L/C Loan Amount, the Administrative Agent shall cause such funds to be held as Cash Collateral pursuant to Section 2.15.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Rate Loan unless the Borrower pays the amount due, if any, under Section 3.05 in connection therewith. During the existence of an Event of Default, the Administrative Agent or the Required Lenders shall be entitled to require that no Loans are permitted to be converted to or continued as Eurodollar Rate Loans.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans upon determination of such interest rate. The determination of the Eurodollar Rate by the Administrative Agent shall be conclusive in the absence of manifest error.

(e) Anything in subsections (a) to (d) above to the contrary notwithstanding, after giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than two (2) Interest Periods in the aggregate in effect for Borrowings, unless otherwise agreed between the Borrower and the Administrative Agent.

(f) The failure of any Lender to make the Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan

on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the date of any Borrowing.

Section 2.03 Letters of Credit. (a) The Letter of Credit Commitments.

(i) Subject to the terms and conditions set forth herein, each L/C Arranger agrees, in reliance upon the agreements of the other Lenders set forth in Section 2.01, (x) from time to time on any Business Day prior to the day that is thirty (30) days prior to the Maturity Date, to arrange for the issuance of Letters of Credit denominated in Dollars for the account of the Borrower (provided that any Letter of Credit may be for the account of any Subsidiary of the Borrower) and to amend or renew Letters of Credit previously issued, in accordance with Section 2.03(b), and (y) to direct the L/C Bank to honor drafts under the Letters of Credit; provided that no L/C Arranger shall be obligated to arrange for (but, in its sole discretion, may) any L/C Credit Extension with respect to any Letter of Credit, if after giving effect to such L/C Credit Extension (x) the Outstanding Amount of the L/C Obligations would exceed the Letter of Credit Sublimit, or (y) the Outstanding Amount of the L/C Obligations of Letters of Credit directed to be issued by such L/C Arranger would exceed such L/C Arranger's Letter of Credit Commitment.

(ii) An L/C Arranger shall be under no obligation to arrange for the issuance of any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Arranger or the L/C Bank from issuing such Letter of Credit, or any Law applicable to such L/C Arranger, the L/C Bank or any directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Arranger or the L/C Bank shall prohibit, or direct that such L/C Arranger or the L/C Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such L/C Arranger or the L/C Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such L/C Arranger is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such L/C Arranger or the L/C Bank any unreimbursed loss, cost or expense which was not applicable on the Closing Date (for which such L/C Arranger is not otherwise compensated hereunder);

(B) subject to Section 2.03(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last renewal, unless the Administrative Agent has approved such expiry date;

(C) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless the Administrative Agent has approved such expiry date;

(D) the issuance of such Letter of Credit would violate any Laws binding upon such L/C Arranger or the L/C Bank; or

(E) the issuance of such Letter of Credit would violate L/C Bank's standard operating procedures or the terms of its agreements with such L/C Arranger.

(iii) An L/C Arranger shall be under no obligation to amend any Letter of Credit if (A) such L/C Arranger would have no obligation at such time to arrange for the issuance of such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(iv) An L/C Arranger shall not be required to be the issuer of any Letter of Credit. An L/C Arranger will be the account party for the application of each Letter of Credit, which shall be in form and substance reasonably satisfactory to the L/C Arranger or on a computer transmission system approved by the L/C Arranger, or such other written form or computer transmission system as may from time to time be approved by the L/C Arranger.

(b) Procedures for Issuance and Amendment of Letters of Credit. (i) Each Letter of Credit shall be issued or amended, as the case may be, upon the written request of the Borrower delivered to the applicable L/C Arranger (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower; provided, however, that no Letter of Credit shall be issued prior to two (2) Business Days following the date Cash Collateral in an amount not less than the L/C Loan Amount is deposited into the Cash Collateral Account. Such Letter of Credit Application must be received by the relevant L/C Arranger and the Administrative Agent not later than 12:00 noon at least three (3) Business Days prior to the proposed issuance date or date of amendment, as the case may be; or, in each case, such later date and time as the relevant L/C Arranger may agree in a particular instance in its sole discretion. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the relevant L/C Arranger: (a) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (b) the amount thereof; (c) the expiry date thereof; (d) the name and address of the beneficiary thereof; (e) the documents to be presented by such beneficiary in case of any drawing thereunder; (f) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (g) such other matters as the relevant L/C Arranger may reasonably request. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the relevant L/C Arranger (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the relevant L/C Arranger may reasonably request.

(ii) Promptly after receipt of any Letter of Credit Application, the relevant L/C Arranger will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, such L/C Arranger will provide the Administrative Agent with a copy thereof. Upon receipt by the relevant L/C Arranger of confirmation from the Administrative Agent that the requested issuance or amendment is permitted in accordance with the terms hereof, then, subject to the terms and conditions hereof, on the requested date, the L/C Arranger

shall arrange for the issuance of a Letter of Credit by the L/C Bank for the account of the Borrower or such Subsidiary, as the case may be, or direct the L/C Bank to enter into the applicable amendment, as the case may be.

(iii) [Reserved].

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the relevant L/C Arranger will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements. (i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the relevant L/C Arranger shall notify promptly the Borrower and the Administrative Agent thereof.

(ii) If any Cash Collateral disbursed by the Administrative Agent to an L/C Arranger pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 11.06 (including pursuant to any settlement entered into by such L/C Arranger in its discretion), each Lender shall pay to the Administrative Agent for the account of such L/C Arranger its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate; *provided, however*, that a Lender shall not be obliged to proceed with such payment if its Commitment has not terminated and to the extent that any such payment would cause the outstanding principal amount of the Loans held by such Lender to exceed its Commitment amount.

(d) Obligations Absolute. The obligation of the Borrower to reimburse the relevant L/C Arranger for each drawing under each Letter of Credit arranged to be issued by the L/C Bank (whether directly or through the application of Cash Collateral) and to repay each Loan made with respect thereto shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other agreement or instrument relating thereto;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that any Loan Party may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the relevant L/C Arranger, the L/C Bank or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or

delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the relevant L/C Arranger under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the relevant L/C Arranger under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any exchange, release or non-perfection of any Collateral, or any release or amendment or waiver of or consent to departure from the Guaranty or any other guarantee, for all or any of the Obligations of any Loan Party in respect of such Letter of Credit; or

(vi) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Loan Party;

provided that the foregoing shall not excuse any L/C Arranger from liability to the Borrower to the extent of any direct damages (as opposed to consequential, punitive or special damages, claims in respect of which are waived by the Borrower to the extent permitted by applicable Law) suffered by the Borrower to the extent such damages are determined by a final non-appealable judgment of a court of competent jurisdiction to have been caused by such L/C Arranger's gross negligence or willful misconduct when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof.

(e) Role of L/C Arrangers. Each Lender and the Borrower agree that, in arranging for the payment of any drawing under a Letter of Credit, the relevant L/C Arranger shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Arrangers, the L/C Bank, any Agent-Related Person nor any of the respective correspondents, participants or assignees of any L/C Arranger shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Arrangers, the L/C Bank, any Agent-Related Person, nor any of the respective correspondents, participants or assignees of any L/C Arranger, shall be liable or responsible for any of the matters described in clauses (i) through (iii) of this Section 2.03(e);

provided that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against an L/C Arranger, and such L/C Arranger may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower caused by such L/C Arranger's willful misconduct or gross negligence or such L/C Arranger's willful or grossly negligent failure to arrange for the payment under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit, in each case as determined by a final non-appealable judgment of a court of competent jurisdiction. For avoidance of doubt, the L/C Arranger shall not be responsible for any damages suffered by the Borrower and caused by any failure by the L/C Bank to proceed with the payment under any Letter of Credit. In furtherance and not in limitation of the foregoing, each L/C Arranger may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and no L/C Arranger shall be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(f) [Reserved].

(g) Fronting Fee and Documentary and Processing Charges Payable to L/C Arrangers. The Borrower shall pay to each L/C Arranger, a fronting fee (a "Fronting Fee") with respect to each Letter of Credit issued by the L/C Bank equal to 0.75% per annum of the daily maximum amount then available to be drawn under such Letter of Credit. Such Fronting Fees shall be computed on a quarterly basis in arrears and shall be payable on the last Business Day of each calendar month, commencing **[November 30]**, 2016 and on the Maturity Date, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. In addition, the Borrower shall pay directly to each L/C Arranger for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Arranger and the L/C Bank relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable within five (5) Business Days of demand and are non-refundable.

(h) Conflict with Letter of Credit Application. Notwithstanding anything else to the contrary in any Letter of Credit Application, in the event of any conflict or inconsistency between the terms of any Loan Document and the terms of any Letter of Credit Application, the terms of such Loan Document shall control.

(i) Addition of an L/C Arranger. A Lender (or any of its Subsidiaries or Affiliates) with the consent of the Borrower and the Administrative Agent may become an additional L/C Arranger hereunder pursuant to a written agreement among the Borrower, the Administrative Agent and such Lender. The Administrative Agent shall notify the Lenders of any such additional L/C Arranger.

(j) Borrower Obligations. Notwithstanding the fact that any Letters of Credit are issued for the account of Subsidiaries of the Borrower, any such L/C Obligations in respect of such Letters of Credit issued for the account of Subsidiaries shall for all purposes constitute

Obligations of the Borrower under this Agreement and any Credit Extension in respect of Letters of Credit, as the case may be, shall be Credit Extensions made for the account of the Borrower hereunder.

Section 2.04 [Reserved].

Section 2.05 Prepayments. (a) Optional Prepayments. The Borrower may, upon delivery of a Prepayment Notice to the Administrative Agent, at any time or from time to time voluntarily prepay Loans, in whole or in part without premium or penalty; provided that (1) such notice must be received by the Administrative Agent not later than 12:00 noon (New York, New York time) (A) three (3) Business Days prior to any date of prepayment of Eurodollar Rate Loans and (B) one (1) Business Day prior to any date of prepayment of Base Rate Loans; (2) any prepayment of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$1,000,000 in excess thereof; and (3) any prepayment of Base Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Pro Rata Share of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.05. Each prepayment of Loans pursuant to this Section 2.05(a) shall be paid to the Lenders in accordance with their respective Pro Rata Shares.

(b) Mandatory Prepayments. (i) (A) If (x) the Borrower or any of its Subsidiaries Disposes of any property (excluding sales of inventory in the ordinary course of business) or (y) any Casualty Event occurs, the Borrower shall make a prepayment, in accordance with Section 2.05(b)(i)(B), of an aggregate principal amount of Loans equal to 100% of all such Net Cash Proceeds realized or received in connection with such Disposition or Casualty Event.

(B) On each occasion that the Borrower must make a prepayment of the Loans pursuant to this Section 2.05(b)(i), the Borrower shall, as promptly as reasonably practicable, but in any event within five (5) Business Days after the date of realization or receipt of such Net Cash Proceeds, make a prepayment, in accordance with Section 2.05(b)(iii) below, of the principal amount of Loans in an amount equal to 100% of such Net Cash Proceeds realized or received.

(ii) Subject to the limitations on the use of "cash collateral" as set forth in the Financing Orders, if the Borrower or any of its Subsidiaries incurs or issues any Indebtedness (including Debt Equivalents) not expressly permitted to be incurred or issued pursuant to Section 7.03, the Borrower shall cause to be prepaid an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom as promptly as reasonably practicable, but in any event, prior to the date which is five (5) Business Days after the receipt of such Net Cash Proceeds.

(iii) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Loans required to be made pursuant to clauses (i) and (ii) of this Section 2.05(b) at least three (3) Business Days prior to the date of such prepayment pursuant to a Prepayment Notice. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Lender of the contents of the Borrower's Prepayment Notice and of such Lender's Pro Rata Share of the prepayment.

(c) Interest, Funding Losses. All prepayments under this Section 2.05 shall be accompanied by all accrued interest thereon, together with, in the case of any such prepayment of a Eurodollar Rate Loan on a date other than the last day of an Interest Period therefor, any amounts owing in respect of such Eurodollar Rate Loan pursuant to Section 3.05.

Section 2.06 Termination or Reduction of Commitments. (a) Optional. The Borrower may, upon written notice to the Administrative Agent, terminate the unused Commitments or the Letter of Credit Commitment, or from time to time permanently reduce the unused Commitments or unused Letter of Credit Commitment; provided that (i) any such notice shall be received by the Administrative Agent three (3) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$1,000,000 or any whole multiple of \$100,000 in excess thereof and (iii) if, after giving effect to any reduction of the Commitments, the Letter of Credit Sublimit exceeds the amount of the Initial Commitments at such time such sublimit shall be automatically reduced by the amount of such excess. Any termination or reduction in the unused Letter of Credit Commitment shall result in a dollar-for-dollar reduction in the Letter of Credit Sublimit. Notwithstanding the foregoing, if the Borrower reduces the Letter of Credit Sublimit as set forth above, upon such reduction, an amount equal to 105% of an amount equal to such reduction shall be released to the Borrower from the Cash Collateral Account; provided, that, after giving effect to such release, the amount on deposit as cash collateral for the Letter of Credit Sublimit shall not be less than an amount equal to 105% of the Letter of Credit Sublimit as so reduced. Amounts deposited in the Cash Collateral Account representing proceeds of Loans which are released to the Borrower pursuant to the foregoing shall continue to constitute Loans for all purposes under this Agreement, and shall be subject to the provisions and limitations applicable thereto (including, without limitation, interest and use of proceeds).

(b) Mandatory. The Commitment of each Lender shall be automatically and permanently reduced by the principal amount of each Loan made by such Lender pursuant to Section 2.01. The Letter of Credit Commitment of each L/C Arranger shall automatically and permanently be reduced by the face amount of each Letter of Credit provided by such L/C Arranger pursuant to Section 2.03.

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders and the L/C Arrangers of any termination or reduction of unused portions of the unused Letter of Credit Commitments under this Section 2.06. Upon any reduction of unused Commitments, the Commitment of each Lender shall be reduced by such Lender's Pro Rata Share of the amount by which the Commitments are reduced (other than the termination of the Commitment of any Lender as provided in Section 3.07).

Section 2.07 Repayment of Loans. The Borrower shall repay in cash on the Maturity Date to the Administrative Agent (for the ratable account of the Lenders) the aggregate principal amount of all Loans outstanding on such date.

Section 2.08 Interest. (a) Subject to the provisions of Section 2.08(b), (i) each Eurodollar Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period, as the case may be, plus the Applicable Rate; and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) Commencing (x) upon the occurrence and during the continuance of any Event of Default, the Borrower shall pay interest on (i) the principal amount of the Loans and (ii) to the extent then due and payable all other outstanding Obligations hereunder, in each case under clauses (i) and (ii) at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest to the fullest extent permitted by applicable Laws) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after any judgment.

Section 2.09 Fees. In addition to certain fees described in Section 2.03(g):

(a) [reserved].

(b) Extension Fees. If the Borrower elects to extend the Initial Maturity Date as set forth in Section 2.16, the Borrower shall pay the Lenders a fee in an amount equal to 0.25% of the Aggregate Commitments for each one (1) month extension.

(c) Other Fees. The Borrower shall pay to the Administrative Agent such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified in the Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever (except as expressly agreed between the Borrower and the Administrative Agent).

Section 2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans shall be made on the basis of a year of three hundred and sixty-five (365) days or three hundred and sixty-six (366) days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a three hundred and sixty (360) day year and actual days elapsed. Interest shall accrue on each Loan for the day on which such Loan is made, and shall not accrue on such Loan, or any portion thereof, for the day on which such Loan or such portion is paid; provided that any such Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one (1) day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.11 Evidence of Indebtedness. (a) The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in the Register maintained by the Administrative Agent, as agent for the Borrower, in each case in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be *prima facie* evidence absent manifest error of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note payable to such Lender, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type, amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.11(c), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to Section 2.11(a) and (b), and by each Lender in its account or accounts pursuant to Section 2.11(a) and (b), shall be *prima facie* evidence of the amount of principal and interest due and payable or to become due and payable from the Borrower to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement and the other Loan Documents, absent manifest error; provided that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of the Borrower under this Agreement and the other Loan Documents.

Section 2.12 Payments Generally. (a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office and in immediately available funds not later than 3:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Pro Rata Share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Applicable Lending Office. All payments received by the Administrative Agent after 3:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

(b) If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that if such extension would cause payment of interest on or principal of Eurodollar Rate Loans to be made in the next calendar month, such payment shall be made on the immediately preceding Business Day.

(c) Unless the Borrower or any Lender has notified the Administrative Agent, prior to the date any payment is required to be made by it to the Administrative Agent hereunder, that the Borrower or such Lender, as the case may be, will not make such payment, the Administrative Agent may assume that the Borrower or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(i) if the Borrower failed to make such payment, each Lender shall forthwith on demand repay to the Administrative Agent the portion of such assumed payment that was made available to such Lender in immediately available funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in immediately available funds at the Federal Funds Rate; and

(ii) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in immediately available funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrower to the date such amount is recovered by the Administrative Agent (the "Compensation Period") at a rate per annum equal to the Federal Funds Rate. When such Lender makes payment to the Administrative Agent (together with all accrued interest thereon), then such payment amount (excluding the amount of any interest which may have accrued and been paid in respect of such late payment) shall constitute such Lender's Loan included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, then in the event the Administrative Agent has funded a Loan in advance of receipt of funds from a Defaulting Lender or otherwise made a payment to the Borrower on behalf of such Defaulting Lender, the Administrative Agent may make a demand therefor upon the Borrower and the Borrower shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at a rate per annum equal to the rate of interest applicable to the applicable Borrowing. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrower may have against any Lender as a result of any default by a Lender hereunder.

A notice by the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this Section 2.12(c) shall be conclusive, absent manifest error.

(d) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions (if any) to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(e) The obligations of the Lenders hereunder to make Loans are several and not joint. The failure of any Lender to make any Loan on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and neither the Administrative Agent nor any Lender shall be responsible for the failure of any other Lender to make its Loan.

(f) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(g) Whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Administrative Agent and the Lenders under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent and the Lenders in the order of priority set forth in Section 9.03. If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied, the Administrative Agent may, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's Pro Rata Share of the Outstanding Amount of all Loans outstanding at such time.

Section 2.13 Sharing of Payments. If, other than as expressly provided elsewhere herein (including, without limitation, in Section 11.07), any Lender shall obtain on account of the Loans made by it in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact and (b) purchase from the other Lenders such participations in the Loans made by them as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans pro rata with each of them; provided that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 11.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon. The Borrower agrees that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by applicable Law, exercise all its rights of payment (including the right of setoff, but subject to Section 11.09) with respect to such participation as fully as if such Lender were the direct creditor of the

Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.13 and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.13 shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

Section 2.14 Defaulting Lender. Notwithstanding any other provision in this Agreement to the contrary, if at any time a Lender becomes a Defaulting Lender, then the following provisions shall apply so long as any Lender is a Defaulting Lender:

(a) [Reserved];

(b) During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to fund such Defaulting Lender's Pro Rata Share of the applicable L/C Loan Amount pursuant to this Section 2.14, the "Pro Rata Share" of each non-Defaulting Lender shall be computed without giving effect to the Commitment of that Defaulting Lender; provided, that the aggregate obligation of each non-Defaulting Lender to fund the Loans of that Defaulting Lender shall not exceed the positive difference, if any, of (1) the Commitment of that non-Defaulting Lender and (2) aggregate Outstanding Amount of the Loans of that Lender; and

(c) In the event that the Administrative Agent, the Borrower and the L/C Arrangers each agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Total Exposure shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Pro Rata Share. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a non-Defaulting Lender as a result of such non-Defaulting Lender's increased exposure following such reallocation.

Section 2.15 Cash Collateral. (a) If at any time the Borrower reduces or terminates the unused Letter of Credit Commitments and, as a result thereof, the amount of funds held as Cash Collateral exceeds the L/C Loan Amount at such time, the Administrative Agent shall release such excess to the Borrower within thirty (30) days following its receipt of a notice from the Borrower with respect thereto; provided, that, for the avoidance of doubt, at all times the amount on deposit as Cash Collateral shall not be less than the L/C Loan Amount at such time. Notwithstanding any release of funds on deposit as Cash Collateral to the Borrower pursuant to the foregoing, such funds (to the extent they represent proceeds of Loans made on the Closing Date), shall continue to be considered proceeds of Loans for all purposes under the Loan Documents, including, without limitation, for purposes of Section 2.08 and Section 6.12.

(b) If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Administrative Agent (on behalf of the Secured Parties) or that the total amount of such funds is less than the then L/C Loan Amount the Borrower will, forthwith upon demand by the Administrative Agent, pay to the Administrative Agent (as additional funds to be deposited and held in the Cash Collateral Account) as aforesaid, an amount equal to the excess of (a) such L/C Loan Amount over (b) the total amount of funds, if any, then held as Cash Collateral that the Administrative Agent reasonably determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable Law, to reimburse the relevant L/C Arranger and L/C Bank and such drawing shall reduce the Letter of Credit Sublimit in an amount corresponding to such drawing until such time as it is repaid and deposited into the Cash Collateral Account. To the extent the amount of any Cash Collateral exceeds the then L/C Loan Amount plus costs incidental thereto and so long as no Event of Default has occurred and is continuing, the excess shall be refunded to the Borrower within thirty (30) days following the Administrative Agent's receipt of a notice from the Borrower with respect thereto.

For purposes hereof, "Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the relevant L/C Arranger, the L/C Bank and the Administrative Agent, as collateral for the L/C Obligations, cash or deposit account balances ("Cash Collateral") pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the relevant L/C Arranger (which documents are hereby consented to by the Lenders). Derivatives of such term have corresponding meanings. Cash Collateral shall be maintained in a deposit account of the Administrative Agent at the L/C Bank in the United States (the "Cash Collateral Account").

Section 2.16 Extension Option. Subject to the written consent by the Administrative Agent in its sole discretion, the Borrower may extend the Initial Maturity Date in one (1) month extensions with respect to all or a portion of the outstanding Loans for an aggregate period of up to four (4) months following the original Initial Maturity Date, upon the express condition that each and all of the following conditions precedent shall have been fulfilled or complied for each extension to the complete satisfaction of the Administrative Agent in its sole discretion:

(a) The Borrower shall request the extension by written notice to the Administrative Agent not less than three (3) days prior to the Initial Maturity Date or each extension thereof, as applicable;

(b) [reserved]; and

(c) At the time of the request to exercise of the option to extend the Initial Maturity Date pursuant to this Section 2.14, and as of the Initial Maturity Date, the conditions set forth in Section 4.02(a), (b), (d), (e) and (f) and Section 2.09(b) shall have been satisfied.

ARTICLE III

TAXES, INCREASED COSTS PROTECTION AND ILLEGALITY

Section 3.01 Taxes.

(a) Defined Terms. For purposes of this Section 3.01, the term “applicable law” includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender’s failure to comply with the provisions of Section 11.07(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the

amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 3.01, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Borrower:

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN (or W-8BEN-E, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN (or W-8BEN-E, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit P-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed copies of IRS Form W-8BEN (or W-8BEN-E, as applicable); or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN (or W-8BEN-E, as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit P-2 or Exhibit P-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit P-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender

were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.01 (including by the payment of additional amounts pursuant to this Section 3.01), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 3.02 Illegality. (a) If any Lender determines that any Law has made it unlawful, or that any Governmental Authority that is a court, statutory board or commission has

asserted that it is unlawful, for any Lender or its Applicable Lending Office to make, maintain or fund Eurodollar Rate Loans, to determine or charge interest rates based upon the Eurodollar Rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, in respect of Eurodollar Rate Loans, (A) any obligation of such Lender to make or continue Eurodollar Rate Loans or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist, (B) upon receipt of such notice, the Borrower shall upon demand from such Lender (with a copy to the Administrative Agent), convert all Eurodollar Rate Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or promptly, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans, (C) upon any such conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted and all amounts due, if any, in connection with such prepayment or conversion under Section 3.05.

(b) If any provision of this Agreement or any of the other Loan Documents would obligate the Borrower to make any payment of interest or other amount payable to the Administrative Agent or any Lender in an amount or calculated at a rate which would be prohibited by any Law then, notwithstanding such provision, such amount or rates shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by any applicable law or so result in a receipt by the Administrative Agent or such Lender of interest with respect to its Loans and Commitments at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

(i) first, by reducing the amount or rate of interest required to be paid to the Administrative Agent or the affected Lender under Section 2.08; and

(ii) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Administrative Agent or the affected Lender which would constitute interest with respect to the Loans or Commitments for purposes of any applicable law.

Section 3.03 Inability to Determine Rates. If the Administrative Agent or the Required Lenders determine that for any reason adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan, or that the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, or that Dollar deposits are not being offered to banks in the London interbank Eurodollar market for the applicable amount and the Interest Period of such Eurodollar Rate Loan, the Administrative Agent or such Lenders (as applicable) shall provide a notice to the other(s) to such effect (a "Market Disruption Notice"), and the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or

continuation of Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

Section 3.04 Increased Cost and Reduced Return; Capital and Liquidity Requirements.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or any L/C Arranger;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or any L/C Arranger any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, such L/C Arranger or such other Recipient of issuing or maintaining (any Letter of Credit or of maintaining its obligation to cause the issuance of any Letter of Credit) or to reduce the amount of any sum received or receivable by such Lender, L/C Arranger or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, such L/C Arranger or other Recipient, the Borrower will pay to such Lender, such L/C Arranger or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, L/C Arranger or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or any L/C Arranger reasonably determines that any Change in Law affecting such Lender, L/C Arranger or any lending office of such Lender or such Lender's or L/C Arranger's holding company, if any, or L/C Bank, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's or L/C Arranger's capital or on the capital of such Lender's or L/C Arranger's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, or the Letters of Credit caused to be issued by any L/C Arranger, to a level below that which such Lender or L/C Arranger or such Lender's or L/C Arranger's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or L/C Arranger's policies and the policies of such Lender's or L/C Arranger's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or L/C Arranger, as the case may be, such additional

amount or amounts as will compensate such Lender or L/C Arranger or such Lender's or L/C Arranger's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or L/C Arranger setting forth the amount or amounts necessary to compensate such Lender or L/C Arranger, its holding company or the L/C Bank, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 3.05 Funding Losses. Upon written demand of any Lender (with a copy to the Administrative Agent) from time to time, which demand shall set forth in reasonable detail the basis for requesting such amount, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Eurodollar Rate Loan on a day other than the last day of the Interest Period for such Loan; or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan (other than a Base Rate Loan) on the date or in the amount notified by the Borrower;

including any loss or expense (excluding loss of anticipated profits) arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank Eurodollar market or the European interbank market, respectively, for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

Section 3.06 Matters Applicable to All Requests for Compensation. (a) The Administrative Agent, any L/C Arranger or any Lender claiming compensation under this Article III shall deliver a certificate to the Borrower setting forth the additional amount or amounts to be paid to it hereunder, which shall be conclusive absent manifest error. In determining such amount, the Administrative Agent, such L/C Arranger or such Lender, as the case may be, may use any reasonable averaging and attribution methods. With respect to any Lender's or any L/C Arranger's claim for compensation under Section 3.02, Section 3.03 or Section 3.04, the Borrower shall not be required to compensate such Lender or such L/C Arranger for any amount incurred more than two hundred and seventy (270) days prior to the date that such Lender or such L/C Arranger notifies the Borrower of the event that gives rise to such claim; provided that if the circumstance giving rise to such claim is retroactive, then such 270-day period referred to above shall be extended to include the period of retroactive effect thereof. If any Lender requests compensation by the Borrower under Section 3.04, the Borrower may, by notice to such Lender (with a copy to the Administrative Agent), suspend the obligation of such Lender to make or continue Eurodollar Rate Loans from one Interest Period to another,

or to convert Base Rate Loans into Eurodollar Rate Loans, until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.06(b) shall be applicable); provided that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(b) If the obligation of any Lender to make or continue any Eurodollar Rate Loan from one Interest Period to another, or to convert Base Rate Loans into Eurodollar Rate Loans shall be suspended pursuant to Section 3.06(a) hereof (but excluding Section 3.03), such Lender's Eurodollar Rate Loans shall be automatically converted into Base Rate Loans on the last day(s) of the then current Interest Period(s) for such Eurodollar Rate Loans (or, in the case of an immediate conversion required by Section 3.02, on such earlier date as required by Law) and, unless and until such Lender gives notice as provided below that the circumstances specified in Section 3.02 or Section 3.04 hereof that gave rise to such conversion no longer exist:

(i) to the extent that such Lender's Eurodollar Rate Loans have been so converted, all payments and prepayments of principal that would otherwise be applied to such Lender's Eurodollar Rate Loans shall be applied instead to its Base Rate Loans; and

(ii) all Loans that would otherwise be made or continued from one Interest Period to another by such Lender as Eurodollar Rate Loans shall be made or continued instead as Base Rate Loans, and all Base Rate Loans of such Lender that would otherwise be converted into Eurodollar Rate Loans shall remain as Base Rate Loans.

(c) If any Lender gives notice to the Borrower (with a copy to the Administrative Agent) that the circumstances specified in Section 3.02 or Section 3.04 hereof that gave rise to the conversion of such Lender's Eurodollar Rate Loans pursuant to this Section 3.06 no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when Eurodollar Rate Loans made by other Lenders are outstanding, such Lender's Base Rate Loans shall be automatically converted to Eurodollar Rate Loans, on the first day(s) of the next succeeding Interest Period(s) for such outstanding Eurodollar Rate Loans, to the extent necessary so that, after giving effect thereto, all Loans held by the Lenders holding Eurodollar Rate Loans and by such Lender are held pro rata (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective Commitments.

Section 3.07 Mitigation Obligations; Replacement of Lenders under Certain Circumstances.

(a) Designation of a Different Lending Office. If any Lender gives notice to the Borrower that any circumstance specified in Section 3.02(a) has occurred, or any Lender requests compensation under Section 3.04, or requires the Borrower to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.04 or Section 3.01, as the case may be, in the

future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 3.07(a), or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrower or the Administrative Agent may, at their sole expense and effort, upon notice to such Lender and, if notice is from Borrower, to the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.07(b)), all of its interests, rights (other than its existing rights to payments pursuant to Section 3.04 or Section 3.01) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 11.07(b);

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

(c) Notwithstanding anything to the contrary contained in this Section 3.07, any Lender that acts as an L/C Arranger may not be replaced hereunder at any time that it has any Letter of Credit outstanding hereunder unless arrangements reasonably satisfactory to such L/C Arranger (including the furnishing of a back-up standby letter of credit in form and

substance, and issued by an issuer reasonably satisfactory to such L/C Arranger, or the depositing of cash collateral into a cash collateral account in amounts and pursuant to arrangements reasonably satisfactory to such L/C Arranger) have been made with respect to each such outstanding Letter of Credit and the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 10.09.

(d) In the event that (i) the Borrower or the Administrative Agent has requested that the Lenders consent to a departure or waiver of any provisions of the Loan Documents or agree to any amendment thereto, (ii) the consent, waiver or amendment in question requires the agreement of all affected Lenders in accordance with the terms of Section 11.01 or all the Lenders and (iii) the Required Lenders have agreed to such consent, waiver or amendment, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a “Non-Consenting Lender”.

Section 3.08 Survival. All of the Borrower’s obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

ARTICLE IV

CONDITIONS PRECEDENT TO LOANS

Section 4.01 Conditions of Initial Loans. The obligation of each Lender to make its initial Loans hereunder is subject to satisfaction of the following conditions precedent except as otherwise agreed between the Borrower and the Administrative Agent:

(a) The Administrative Agent’s receipt of the following, each properly executed by a Responsible Officer of the signing Loan Party (to the extent applicable), and each in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel and the Required Lenders:

- (i) executed counterparts of this Agreement, the Guaranty and the Fee Letter by each Loan Party and Lender;
- (ii) an original Note executed by the Borrower in favor of each Lender that has requested in writing a Note;
- (iii) [reserved];
- (iv) [reserved];
- (v) a Committed Loan Notice relating to the initial Loans; and
- (vi) [reserved].

(b) The Administrative Agent and the Required Lenders shall have received and been satisfied in all respects with the Initial Budget, and such other information (financial or otherwise) as the Administrative Agent shall have reasonably requested prior to the Closing Date

(it being acknowledged and agreed that the Initial Budget provided to the Administrative Agent and the Lenders on November 11, 2016 is satisfactory).

(c) All proceedings taken in connection with the execution of this Agreement, all other Loan Documents and all documents and papers related thereto (including, without limitation, with respect to the provision of adequate protection, the DIP Motion and the Interim Order) and approval thereof by the Bankruptcy Court (including, without limitation, the nature, scope and extent of notices to interested parties with respect to all hearings related hereto and thereto) shall be satisfactory in all respects to the Administrative Agent.

(d) The Loan Parties shall have commenced the Chapter 11 Cases and all of the “first day motions,” “first day orders” and all related pleadings entered or to be entered at the time of the Petition Date (other than the DIP Motion and the Interim Order) or shortly thereafter shall have been made available to the Administrative Agent and Lenders in advance and shall be reasonably satisfactory in all respects in form and substance to the Administrative Agent.

(e) The Interim Order shall have been entered by the Bankruptcy Court, within three (3) Business Days of the Petition Date (but in any event not later than the Closing Date), which Interim Order shall be in form and substance satisfactory to the Administrative Agent and the Required Lenders and shall have been entered on such prior notice to such parties in accordance with Bankruptcy Rule 4001 (as determined by the Administrative Agent), and the Administrative Agent shall have received a copy of same, and such order shall be in full force and effect and shall not have been: (i) stayed, vacated, revised or rescinded; or (ii) without the prior written consent of the Administrative Agent, in its sole discretion, amended or modified. The Loan Parties shall be in compliance in all respects with the Interim Order.

(f) All orders entered by the Bankruptcy Court pertaining to cash management and adequate protection (other than as set forth above), and all other motions and documents filed or to be filed with, and submitted to the Bankruptcy Court in connection therewith, shall be reasonably satisfactory in all respects in form and substance to the Administrative Agent and the Required Lenders.

(g) (i) No trustee, examiner or receiver shall have been appointed or designated with respect to the Loan Parties or their business, properties or assets and no motion shall be pending seeking any such relief, and (ii) no motion shall be pending seeking any other relief, in the Bankruptcy Court to exercise control over Collateral with an aggregate fair market value in excess of \$1,000,000 with respect to all such motions; provided that this clause (ii) shall not apply to any motion that is being contested in good faith by the Loan Parties and which contest the Loan Parties and the Lenders reasonably believe will be successful.

(h) The Prepetition First Lien Agent and the Prepetition First Lien Lenders shall have received a copy of an order entered by the Bankruptcy Court (which may be the Interim Order) granting the Permitted First Lien Adequate Protection in respect of the Liens securing the “Obligations” under (and as defined in) the Prepetition First Lien Credit Agreement in the form set forth in the Interim Order.

(i) Payment by the Borrower of all accrued costs, fees and expenses (including applicable Attorney Costs and the reasonable and documented out-of-pocket fees and expenses of any other advisors) and any other compensation due and payable to the Administrative Agent, on the Closing Date shall have been received.

(j) The Lenders shall have received on or prior to the Closing Date all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the PATRIOT Act, in order to allow the Lenders to comply therewith, in each case, to the extent requested at least five (5) Business Days prior to the Closing Date.

(k) The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower certifying as to clause (l) below and clauses (a), (b), (d), (e) and (f) of Section 4.02 in substantially the form of Exhibit J.

(l) Except as disclosed to the Administrative Agent and the Lenders in writing with an express reference to this provision, since the Petition Date, no event, circumstance or change shall have occurred that has caused, could be reasonably expected to cause, or evidences, either in any case or in the aggregate, to have a Material Adverse Effect, except (i) the commencement of the Chapter 11 Cases and (ii) the continuation of the circumstances giving rise to the filing thereof or as a natural result thereof.

Without limiting the generality of the provisions of Section 10.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type and other than with respect to the initial Credit Extension) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Extension (before and after giving effect to such Credit Extension); provided that to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided further that any representation and warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates;

(b) No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom;

(c) The Administrative Agent and, if applicable, the relevant L/C Arranger shall have received a Request for Credit Extension in accordance with the requirements hereof

together with any additional information as the Administrative Agent or L/C Arranger may reasonably request;

(d) The Interim Order or, following the entry of the Final Order, the Final Order shall be in full force and effect, and shall not have been vacated, reversed or rescinded, and a stay of such order pending appeal shall not be presently effective, and without the prior written consent of the Administrative Agent, such order shall not have been amended or modified;

(e) The Loan Parties shall be in compliance with the Interim Order or the Final Order, as the case may be;

(f) The purpose of each Credit Extension shall be consistent with, and for a Permitted Use under the Budget in accordance with Section 6.12; and

(g) The Borrower shall have paid to the Administrative Agent all fees then due and payable as provided for herein or in any of the other Loan Documents.

Each Committed Loan Notice submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(a), (b), (d), (e) and (f) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower and Holdings each represent and warrant to the Administrative Agent and the Lenders that:

Section 5.01 Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each of its Subsidiaries (other than DACCO/Detroit of New Jersey, Inc., a New Jersey corporation, DACCO/Detroit of Chattanooga, Inc., a Tennessee corporation, DACCO/Detroit of Memphis, Inc., a Tennessee corporation, and Nashville Transmission Parts, Inc., a Tennessee corporation) (a) is duly incorporated, organized or formed, and validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization (to the extent such concept exists in such jurisdiction), (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) subject to the entry and effectiveness of the Financing Orders, execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and in good standing (to the extent such concept exists) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in compliance with all Laws (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System), orders, writs, injunctions and orders and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted, except, with respect to the foregoing clauses (c), (d) and (e), as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. Subject to the entry of the Interim Order or Final Order, as applicable, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, (a) are within such Loan Party's corporate or other powers, (b) have been duly authorized by all necessary corporate or other organizational action, and (c) do not and will not (i) contravene the terms of any of such Person's Organization Documents, (ii) except as set forth on Schedule 5.02, conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01), or require any payment to be made under (x) any material Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (y) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, or (iii) violate any material applicable Law.

Section 5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (c) the perfection or maintenance of the Liens created under the Collateral Documents (including the priority thereof) or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents, except for the approval of the Bankruptcy Court under the Interim Order or Final Order, as applicable.

Section 5.04 Binding Effect. This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party that is party thereto. Upon entry of the Interim Order (and, as applicable, the Final Order), this Agreement and each other Loan Document, subject to the Financing Orders, constitutes a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms.

Section 5.05 [Reserved].

Section 5.06 Litigation. Except for the Chapter 11 Cases and claims, actions, suits, investigations, litigation or proceeding stayed by 11 U.S.C. § 362 and set forth on Schedule 5.06, there is no action, suit, investigation, litigation or proceeding affecting any Loan Party or its Subsidiaries, including any Environmental Action, pending or threatened before any Governmental Authority or arbitrator that: (i) would be reasonably likely to have a Material Adverse Effect; or (ii) purports to affect the legality, validity or enforceability of any Loan Document. This Section 5.06 contains the sole and exclusive representations and warranties of Borrower and Holdings with respect to any action, suit, investigation, litigation or proceeding (including any Environmental Action) relating to exposure to asbestos, in any form, or any asbestos containing materials.

Section 5.07 Ownership of Property; Liens. (a) Each Loan Party and its Subsidiaries is the legal and beneficial owner of the Collateral pledged by it free and clear of any Lien, except for Permitted Liens.

(b) Each Loan Party and each of its Subsidiaries has good and marketable title in fee simple to, or valid leasehold interests in, or easements or other limited property interests in, all real property used in the ordinary conduct of its business, free and clear of all Liens except for defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes and Liens permitted by Section 7.01 and except where the failure to have such title or other interest would not reasonably be expected to have a Material Adverse Effect. Set forth as Schedule 5.07(b) hereto is a complete and accurate list of all real property owned by any Loan Party or any of its Subsidiaries, showing, as of the date hereof, the street address, state and any other relevant jurisdiction, record owner and fair market value. Set forth on Schedule 5.07(b) hereto is a complete and accurate list of all leases of real property under which any Loan Party or any Subsidiary is the tenant, showing as of the date hereof the street address, state and any other relevant jurisdiction, parties thereto, sublessee (if any), expiration date and annual base rental cost thereof.

(c) As of the Closing Date, Holdings has no assets or property except as set forth on Schedule 5.14.

Section 5.08 Liens. The provisions of the Collateral Documents, taken together with, and subject to the terms of, the Interim Order (with respect to the period from the Petition Date and prior to entry of the Final Order), and, as applicable, the Final Order (with respect to the period on and after the entry of the Final Order), are effective to create in favor of the Administrative Agent for the benefit of the Secured Parties and any other secured parties identified therein, a legal, valid and enforceable first priority (subject to Specified Liens) Lien or security interest in all right, title and interest of the Loan Parties in the Collateral and all proceeds thereof. Pursuant to the terms of the Financing Orders, no filing or other action will be necessary to perfect or protect such Liens and security interests.

Section 5.09 Environmental Compliance. Except as set forth on Schedule 5.09 or as would not individually be reasonably expected to result in a liability in excess of \$2,000,000 to the Loan Parties and their Subsidiaries (provided that the aggregate of all such events, circumstances, developments and liabilities could not reasonably be expected to result in a Material Adverse Effect):

(a) The operations and properties of each Loan Party and each of its Subsidiaries comply in all material respects with all applicable Environmental Laws and Environmental Permits, all past non-compliance with such Environmental Laws and Environmental Permits has been resolved without ongoing obligations or costs, and no circumstances exist that would be reasonably likely to (A) to the knowledge of the Loan Parties, form the basis of an Environmental Action against any Loan Party or any Subsidiary or any of their properties or (B) cause any such property to be subject to any restrictions on ownership, occupancy, use or transferability under any Environmental Law.

(b) None of the properties currently or, to the knowledge of the Loan Parties, formerly, owned or operated by any Loan Party or any of its Subsidiaries is listed or, to such Loan Party's or each of its Subsidiaries' knowledge, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such

property; there are no, and, to the knowledge of the Loan Parties, never have been, any underground or aboveground storage tanks other than in compliance with applicable Environmental Laws or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any of its Subsidiaries or, to the best of its knowledge, on any property formerly owned or operated by any Loan Party or any of its Subsidiaries other than in compliance with applicable Environmental Laws; and other than in compliance with applicable Environmental Laws, there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any of its Subsidiaries; and Hazardous Materials have not been released, discharged or disposed of by any Loan Party or any of its Subsidiaries on any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries other than in material compliance with applicable Environmental Laws.

(c) Neither any Loan Party nor any of its Subsidiaries is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any governmental or regulatory authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported by or on behalf of any Loan Party or any of its Subsidiaries to or from, any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries have, to the knowledge of the Loan Parties, been disposed of in a manner not reasonably expected to result in material liability to any Loan Party or any of its Subsidiaries.

(d) The Borrower and each of its Subsidiaries has obtained all material Environmental Permits required for ownership and operation of its property and business as presently conducted. Neither the Borrower nor any of its Subsidiaries has received any written notification pursuant to any applicable Environmental Law or otherwise has knowledge that: (A) any work, repairs, construction or capital expenditures are required to be made in order to be in or continue to be in compliance with any applicable Environmental Laws or any material Environmental Permit; or (B) any Environmental Permit is about to be reviewed, made subject to new limitations or conditions, revoked, withdrawn or terminated.

(e) Except as would not reasonably be expected to result in a material liability, no Loan Party nor any of its Subsidiaries has contractually assumed any liability or obligation under or relating to any applicable Environmental Law.

(f) Nothing contained in this Section 5.09 is intended to apply to any action, suit, investigation, litigation or proceeding (including any Environmental Action) relating to exposure to asbestos, in any form, or any asbestos containing materials.

Section 5.10 Taxes. (a) Each of the Loan Parties and each of their respective Subsidiaries has timely filed all income and all other material tax returns and reports required to be filed, and have timely paid all Taxes (whether or not shown on such tax returns or reports)

and all other amounts of federal, provincial, state, municipal, foreign and other taxes, assessments, fees and, except as prohibited by the Bankruptcy Code, other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are set forth on Schedule 5.10(a) or are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with GAAP.

(b) Except as set forth on Schedule 5.10(b) or as would not, individually or in the aggregate, be reasonably likely to result in any material liability, there are no claims being asserted in writing with respect to any amounts of taxes, (ii) there are no presently effective waivers or extensions of statutes in writing with respect to any amounts of taxes, and (iii) no tax returns are being examined by, and no written notification of intention to examine has been received from, the Internal Revenue Service or any other taxing authority, in each case, with respect to the Loan Parties or any of their respective Subsidiaries.

(c) Neither the Borrower nor any of its Subsidiaries is party to any tax sharing agreement other than with an affiliate included in a consolidated or combined tax return, provided that any such tax sharing agreement shall be subject to the restrictions in Section 7.06(b).

Section 5.11 Compliance with ERISA. (a) Each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state Laws, except as is not, either individually or in the aggregate, reasonably likely to have a Material Adverse Effect.

(b) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) none of the Loan Parties or any of their Subsidiaries has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 et seq. or 4243 of ERISA with respect to a Multiemployer Plan; and (iii) none of the Loan Parties or any of their Subsidiaries or any ERISA Affiliate has engaged in a transaction that would be subject to Section 4069 or 4212(c) of ERISA.

Section 5.12 Labor Matters. There are no strikes pending or threatened against the Borrower or any of its Subsidiaries that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. The: (i) hours worked and payments made to employees of the Borrower or any of its Subsidiaries have not been in violation in any material respect of the Fair Labor Standards Act or any other applicable law dealing with such matters; and (ii) all material payments due from the Borrower or any of its Subsidiaries or for which any claim may be made against the Borrower or any of its Subsidiaries, on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of the Borrower or such Subsidiary to the extent required by GAAP. The Chapter 11 Cases do not give rise to a right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which the Borrower or any of its Subsidiaries (or any predecessor) is bound, other than collective bargaining agreements that, individually or in the aggregate, are not material to the Borrower or any of its Subsidiaries.

Section 5.13 Insurance. The properties of the Loan Parties and their Subsidiaries are insured in the manner contemplated by Section 6.07.

Section 5.14 Subsidiaries; Equity Interests. As of the date hereof, none of the Loan Parties have any Subsidiaries other than those specifically disclosed in Schedule 5.14, and all of the outstanding Equity Interests in each such Person and each such Subsidiary have been validly issued, are fully paid and non-assessable. As of the date hereof and the date of delivery of any supplemental Schedules pursuant to Section 6.11, Schedule 5.14 (a) sets forth the name and ownership interest of each Person that owns any Equity Interests in the Borrower or Holdings, (b) sets forth the name and jurisdiction of organization of each Subsidiary of each of the Loan Parties, (c) sets forth the ownership interest of each Loan Party and each of its Subsidiaries in each of their respective Subsidiaries, including the percentage of such ownership and (d) sets forth a notation as to whether each such Subsidiary is a debtor in the Chapter 11 Cases.

Section 5.15 Margin Regulations; Investment Company Act; PATRIOT Act; OFAC and Other Regulations. (a) None of the Loan Parties or any of their Subsidiaries is engaged nor will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of any Loans will be used for any purpose that violates Regulation U issued by the FRB.

(b) None of the Loan Parties or any of their Subsidiaries or any Person controlling such Loan Party or any of its Subsidiaries is required to be registered as an “investment company” under the Investment Company Act of 1940, as amended.

(c) None of (x) any Loan Party, any of their Subsidiaries or any of their respective Affiliates nor (y) to the knowledge of the Borrower, any of their respective officers, directors, brokers or agents of such Loan Party, Subsidiary or Affiliate (i) has violated any Anti-Terrorism Laws or (ii) has engaged in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of prohibited offenses designated by the Organization for Economic Co-operation and Development's Financial Action Task Force on Money Laundering.

(d) None of (x) any Loan Party, any of their Subsidiaries or any of their respective Affiliates nor (y) to the knowledge of the Borrower, any of their respective officers, directors, employees, brokers or agents of such Loan Party, Subsidiary or Affiliate is a Person that is, or is owned or controlled by Persons that are the subject of any list-based or territorial Sanctions.

(e) None of (x) any Loan Party, any of their Subsidiaries or any of their respective Affiliates nor (y) to the knowledge of the Borrower, any of their respective officers, directors, brokers or agents of such Loan Party, Subsidiary or Affiliate acting or benefiting in any capacity in connection with the Loans (i) conducts any business or engages in making or receiving any contribution of goods, services or money to or for the benefit of any Person, or in any country or territory, that is the subject of any Sanctions, (ii) deals in, or otherwise engages in any transaction related to, any property or interests in property blocked pursuant to any Anti-

Terrorism Law or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(f) None of (x) any Loan Party or any of their Subsidiaries nor (y) to the knowledge of the Borrower, any director, officer, agent, employee or other person acting on behalf of the Borrower or any of its Subsidiaries has taken any action, directly or indirectly, that would result in a material violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder or any other applicable anti-corruption law (collectively, “Anti-Corruption Laws”); and the Loan Parties have instituted and maintain policies and procedures designed to ensure continued compliance therewith.

Section 5.16 Disclosure. No report, financial statement, certificate or other written information furnished by or on behalf of any of Holdings, the Borrower or any of its Subsidiaries to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole contains when furnished any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided to the extent any information is included in the Initial Budget or constitutes projections or other forward-looking information, the Borrower and Holdings represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; it being understood that such projections may vary from actual results and that such variances may be material.

Section 5.17 Intellectual Property. As of the date hereof, set forth on Schedule 5.17 is a complete and accurate list of all Registered patents, trademarks, service marks, domain names and copyrights, owned by each of Holdings, the Borrower or any of its Subsidiaries as of such date, showing as of such date the jurisdiction in which each such item of Registered Intellectual Property is registered or in which an application is pending and the registration or application number. Each of Holdings, the Borrower and each Subsidiary owns or has the right to use, all of the trademarks, service marks, trade names, domain names, copyrights, patents, know-how, technology and other intellectual property recognized under applicable Law (collectively, “Intellectual Property”) that are material to the operation of their respective businesses as currently conducted and, to the knowledge of the Loan Parties, the use of such Intellectual Property by such Person or the operation of their respective businesses is not infringing upon any Intellectual Property rights held by any other Person except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

Section 5.18 Financing Orders. (a) The Loan Parties are in compliance with the terms and conditions of the Interim Order or the Final Order, as applicable.

(b) Each of the Interim Order (with respect to the period prior to the entry of the Final Order) or the Final Order (from after the date the Final Order is entered) is in full force and effect and has not been vacated, reversed or rescinded or, without the prior written consent of the Administrative Agent, in its sole discretion, amended or modified and no appeal of such order has been timely filed or, if timely filed, no stay pending such appeal is currently effective.

Section 5.19 Budget. The Budget was prepared in good faith by the management of the Loan Parties, based on assumptions believed by the management of the Loan Parties to be reasonable at the time made and upon information believed by the management of the Loan Parties to have been accurate based upon the information available to the management of the Loan Parties at the time such Budget was furnished (it being understood and agreed that financial projections are not a guarantee of financial performance, actual results may differ from financial projections and such differences may be material and financial projections are subject to significant uncertainties and contingencies, many of which are beyond the control of the Loan Parties).

Section 5.20 EEA Financial Institution. Neither the Borrower nor any other Loan Party is an EEA Financial Institution.

ARTICLE VI

AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder which is accrued and payable shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding, the Borrower and Holdings shall, and shall (except in the case of the covenants set forth in Section 6.01, Section 6.02 and Section 6.03) cause each Subsidiary to:

Section 6.01 Financial Statements. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) [Reserved].

(b) Quarterly Financial Statements. As soon as available, but in any event, within forty-five (45) days after the end of each of the first three (3) fiscal quarters of each Fiscal Year of the Borrower (commencing with the first full fiscal quarter ended after the Closing Date), a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations and consolidated statements of cash flows for such fiscal quarter and for the portion of the Fiscal Year then ended, setting forth in each case (A) in comparative form the figures for the corresponding fiscal quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and (B) a comparison of actual figures for such fiscal quarter against the forecasts for such fiscal quarter, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, Shareholders' Equity and cash flows of the Borrower and its Subsidiaries in accordance with GAAP, subject only to customary year-end adjustments consistent with past practice and the absence of footnotes.

(c) [Reserved].

(d) Management Discussion and Analysis Reports. Simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.01(b), a

report setting forth management's analysis and discussion of the condition (financial and otherwise) operations, prospects and forecasts in respect of the business of the Borrower and its Subsidiaries.

(e) [Reserved].

(f) Budget:

(i) By no later than 5:00 p.m. of the third Business Day of every fourth week, and commencing from the first full week following the Petition Date, the Borrower shall deliver to the Administrative Agent and the Lenders, an update to the Budget, which Budget shall be subject to approval by the Administrative Agent, which approval shall not be unreasonably withheld, demonstrating the addition of the next succeeding 10-week and deletion of the first four weeks of the previously delivered Budget, *provided however* that weeks one through six of any succeeding Budget shall be identical to weeks five through ten of the immediately preceding Budget; and

(ii) By no later than 5:00 p.m. of the third Business Day of every week, and commencing for the first full week following the Petition Date, the Borrower shall deliver to the Administrative Agent and the Lenders, variance reports (in substantially the same format as the Budget) showing actual cash receipts, disbursements and net cash flow for the immediately preceding week, noting therein all variances, from values set forth for such period(s) in the Budget.

(g) Additional Reporting. Within twenty-five (25) calendar days after the previous calendar month's month-end, commencing for the month ended **[October 31]**, 2016, the Borrower shall deliver to the Administrative Agent and the Lenders:

(i) monthly flash reporting with respect to the Borrower's estimated revenue and Consolidated EBITDA by business segment (in each case in a form substantially consistent with such reporting required to be delivered under the First Lien Forbearance Agreement, in each case, in comparative form with the estimated revenue and Consolidated EBITDA set forth in the Budget); and

(ii) a reasonably detailed summary of all add-backs to Consolidated EBITDA.

Section 6.02 Certificates; Reports; Other Information. Promptly deliver to the Administrative Agent for further distribution to each Lender:

(a) upon delivery of the financial statements referred to in Section 6.01(b) a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower;

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which the Borrower files with the SEC or with any successor Governmental Authority (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective,

is delivered), exhibits to any registration statement and, if applicable, any registration statement on Form S-8) and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) promptly after the receipt or furnishing thereof, copies of any material requests or material notices received by any Loan Party or any of its Subsidiaries (other than in the ordinary course of business) in respect of any instrument, indenture, loan or credit or similar agreement relating to Indebtedness in excess of the Threshold Amount or relating to the Second Lien Term Loans (as defined in the Prepetition First Lien Credit Agreement);

(d) prior to the filing thereof in the Bankruptcy Court, all material filings related to the transactions contemplated by this Agreement and the other Loan Documents and/or any Dispositions;

(e) no later than the first day after delivery thereof, all pleadings, motions, applications, financial information and other papers and documents filed by any of the Loan Parties in the Chapter 11 Cases (except to the extent filed under seal and disclosure to the Administrative Agent or Lenders is not permitted); it being understood that the foregoing requirement will be deemed satisfied to the extent such filings required to be delivered are available online and are reasonably accessible to the Administrative Agent and the Lenders;

(f) no later than the first Business Day after delivery thereof, all written reports given by any of the Loan Parties to any official or unofficial creditors' committee in the Chapter 11 Cases, except to the extent disclosure thereof is not permitted;

(g) promptly upon receipt thereof, notice that any third party has expressed an interest (either formally or informally) in acquiring all or substantially all of the Loan Parties' business; and

(h) promptly, such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(b) or Section 6.02(b) or (c) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents or other information, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on the Platform, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (x) upon written request by the Administrative Agent, the Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to each Lender until a written request to cease delivering paper copies is given by the Administrative Agent; and (y) the Borrower shall notify the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents by sending them to TranstarDIPAgent@silverpointcapital.com with an express

indication that such documents may be posted to the Platform. Notwithstanding the foregoing, the Borrower shall deliver originally executed Compliance Certificates to the Administrative Agent (in addition to the electronic copies pursuant to the foregoing). Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents.

Section 6.03 Notice Requirements; Other Information. (i) Promptly after a Responsible Officer obtains knowledge thereof, notify the Administrative Agent of each of the following events or circumstances, and, (ii) as soon as available, provide to the Administrative Agent, for prompt further distribution to each Lender, the following information and documents:

(a) the occurrence of any Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Borrower proposes to take with respect thereto;

(b) the occurrence of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect;

(c) the commencement of, or any material development in, any litigation or governmental proceeding (including without limitation pursuant to any applicable Environmental Laws) pending against the Borrower or any of the Subsidiaries that could reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect;

(d) the occurrence of any ERISA Event above the Threshold Amount or the breach of any representation in Section 5.12;

(e) the occurrence of any event triggering the requirements of Section 6.11;

(f) any information with respect to environmental matters as required by Section 6.04(b);

(g) copies of all notices, requests and other documents received by any Loan Party or any of its Subsidiaries under or pursuant to any instrument, indenture, loan or credit or similar agreement relating to Indebtedness in excess of the Threshold Amount or the Second Lien Term Loans (as defined in the Prepetition First Lien Credit Agreement) regarding or related to any breach or default by any party thereto or any other event that could materially impair the value of the interests or the rights of any Loan Party or otherwise have a Material Adverse Effect and copies of any amendment, modification or waiver of any provision of any such instrument, indenture, loan or credit or similar agreement relating to Indebtedness in excess of the Threshold Amount or the Second Lien Term Loans and, from time to time upon request by the Administrative Agent, such information and reports regarding such instruments, indentures and loan and credit and similar agreements relating to Indebtedness in excess of the Threshold Amount or the Second Lien Term Loans as the Administrative Agent may reasonably request;

(h) a tax event or liability not previously disclosed in writing by the Borrower to the Administrative Agent which would reasonably be expected to result in a material

liability, together with any other information as may be reasonably requested by the Administrative Agent to enable the Administrative Agent to evaluate such matters;

(i) any occurrence of a Change of Control;

(j) any proposed change (i) in any Loan Party's corporate name, (ii) any Loan Party's identity and corporate structure, (iii) any Loan Party's taxpayer identification number or (iv) any Loan Party's location (within the meaning of Section 9-307 of the Uniform Commercial Code);

(k) immediately upon the discovery of any inaccuracy, miscalculation or misstatement contained in any Compliance Certificate or other certificate provided for any period that affects any financial or other calculations, representations or warranties or other statements impacting any provision of this Agreement and any other Loan Document in any material respect, notice of such inaccuracy, miscalculation or misstatement together with an updated certificate including the corrected information, calculation or statement, as applicable; and

(l) promptly after the occurrence thereof, notify the Administrative Agent if any third party expresses an interest either formally or informally in acquiring all or any substantial part of the Borrower's business.

Section 6.04 Environmental Matters. (a) Comply and cause each of its Subsidiaries and take all commercially reasonable efforts to cause all lessees and other Persons operating or occupying any real property owned or leased by the Loan Parties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew, and cause each of its Subsidiaries to obtain and renew, all Environmental Permits required under Environmental Laws for its operations and properties; and conduct, and cause each of its Subsidiaries to conduct, any investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other action required to remove and clean up all releases or threatened releases of Hazardous Materials from any of its properties, as required under, and in accordance with the requirements of all Environmental Laws; provided, however, that neither the Borrower nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and, to the extent required by GAAP, appropriate reserves are being maintained with respect to such circumstances.

(b) Promptly, and in any event within ten (10) Business Days, after a Responsible Officer obtains knowledge thereof, notify the Administrative Agent of or, deliver to the Administrative Agent, for further distribution to each Lender copies of any and all material, non-privileged written communications and material, non-privileged documents concerning:

(i) any Environmental Action against or of any non-compliance by any Loan Party or any of its Subsidiaries with any Environmental Law or Environmental Permit that would (1) reasonably be expected to result in a liability to any Loan Party in excess of \$1,000,000 or (2) cause any Mortgaged Properties to be subject to any

restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(ii) to the extent any of the following is reasonably expected to result in a liability to any Loan Party in excess of \$1,000,000: (1) any occurrence of any release or threatened release of Hazardous Materials required to be reported to any Governmental Authority under applicable Environmental Law, (2) any remedial actions taken by any Loan Party or its Subsidiaries in respect of any such release or threatened release that could reasonably be expected to result in an Environmental Action or (3) the Loan Parties' discovery of any occurrence of or condition on any real property adjoining or in the vicinity of any site or facility that would be reasonably expected to cause such site or facility or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Environmental Laws;

(iii) to the extent any action proposed to be taken by the Borrower or any of its Subsidiaries to modify current operations in a manner that would reasonably be expected to subject the Borrower and its Subsidiaries to any material additional obligations or requirements under Environmental Laws;

(iv) copies of all material environmental reports or audits (whether produced by the Borrower or its Subsidiaries or any third party or Governmental Authority) and any Phase I or Phase II reports in respect of any sites or real property owned, leased or operated by the Borrower and its Subsidiaries that are in possession or control of any Loan Party or any of its Subsidiaries;

(v) to the extent any of the following is reasonably expected to result in a liability to any Loan Party in excess of \$1,000,000: copies of any and all material, non-privileged written communications with respect to (A) any Environmental Action, (B) any release or threatened release or non-compliance with any Environmental Law required to be reported to any Governmental Authority and (C) any request for information from a Governmental Authority that suggests such Governmental Authority is investigating the potential responsibility of the Borrower or any of its Subsidiaries as a potentially responsible party;

(vi) the good faith belief that a release of Hazardous Materials, or a violation of Environmental Law reasonably likely to result in a fine or penalty in excess of \$500,000, has occurred on or after the Closing Date, and within 60 days after such request and at the expense of the Borrower, any additional environmental site assessment reports for any of its or its Subsidiaries' properties described in such request prepared by an environmental consulting firm acceptable to the Administrative Agent, indicating the presence or absence of such Hazardous Materials and the estimated cost of any compliance, removal or remedial action in connection with any such Hazardous Materials on such properties; without limiting the generality of the foregoing, if the Administrative Agent reasonably determines at any time that a material risk exists that any such report will not be provided within the time referred to above, the Administrative Agent may retain an environmental consulting firm to prepare such report at the expense of the Borrower, and the Borrower hereby grants and agrees to cause any Subsidiary that owns

any property described in such request to grant at the time of such request to the Administrative Agent, the Lenders, such firm and any agents or representatives thereof, the right, subject to the rights of tenants, to enter onto their respective properties to undertake such an assessment; and

(vii) any such other documents and information as the Administrative Agent may reasonably request from time to time.

Section 6.05 Maintenance of Existence. (a) Preserve, renew and maintain in full force and effect its legal existence, structure and name under the Laws of the jurisdiction of its organization and (b) take all commercially reasonable action to maintain all rights, privileges (including its good standing), permits, licenses and franchises necessary or desirable in the normal conduct of its business, except: (i) other than with respect to any Loan Party, to the extent the Borrower's board of directors (or in the case of clause (b), a Responsible Officer) shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Borrower and its Subsidiaries and to the extent that the loss thereof shall not be disadvantageous to Borrower, its Subsidiaries or the Lenders in any material respect; and (ii) pursuant to a transaction permitted by Section 7.04 or Section 7.05.

Section 6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment that are used or useful in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and casualty or condemnation excepted, and make all commercially reasonable and appropriate repairs, renewals, replacements, modifications, improvements, upgrades, extensions and additions thereof except where failure to do so would not reasonably be expected to materially adversely affect the use of the related property.

(b) Within twenty (20) days following the Closing Date (or such later date as may be agreed to by the Administrative Agent), the Administrative Agent shall have received reasonably satisfactory evidence of insurance required to be maintained pursuant to Section 6.07(a) and the Administrative Agent shall be named as an additional loss payee and additional insured, as applicable, thereunder.

Section 6.07 Maintenance of Insurance. Maintain with financially sound and reputable insurance companies (in the good faith judgment of management), insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Borrower and its Subsidiaries) as are customarily carried by Person engaged in similar businesses and owning or leasing similar properties in the same general areas in which the Borrower or such Subsidiary operates.

Section 6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions, decrees and judgments applicable to it or to its business or property, except where such non-compliance is not, either individually or in the aggregate, reasonably likely to have a Material Adverse Effect.

Section 6.09 Books and Records. (a) Maintain proper books of record and account, in which entries that are full, true and correct in all material respects and as are sufficient to permit the preparation of financial statements in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of any of the Loan Parties.

(b) Permit the Administrative Agent and the Financial Advisor to have reasonable access to (i) the Borrower's advisors and (ii) in the absence of an Event of Default, the Borrower's and its Subsidiaries' books and records one (1) time per month upon reasonable notice and during normal business hours, to the extent allowing such access does not interfere with the normal operations of the Borrower's or its Subsidiaries' business; provided that if an Event of Default has occurred and is continuing, such access shall be allowed up to two (2) times per month.

Section 6.10 Inspection Rights; Lender Calls. (a) Permit representatives and independent contractors of the Administrative Agent and each Lender (including, without limitation, financial advisors retained by or for the benefit of the Administrative Agent or the Lenders) to visit and inspect any properties of the Borrower and its Subsidiaries (subject, in the case of third party customer sites, to customary access agreements) and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the reasonable expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that such visits and inspections shall be coordinated through the Administrative Agent. The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants to the extent reasonably feasible. Neither the Borrower nor any Subsidiary shall be required to disclose to the Administrative Agent or any Lender any information that, in the opinion of counsel to the Borrower or such Subsidiary, is prohibited by Law to be disclosed, is subject to attorney client privilege or constitutes attorney work product or the disclosure of which would cause a material breach of a binding non-disclosure agreement with a third party to the extent such agreement is not made in contemplation of the avoidance of this Section 6.10.

(b) Up to one (1) time per month, upon the reasonable request of the Administrative Agent during the calendar week succeeding delivery of the monthly reports delivered pursuant to Section 6.01(g), the Borrower's chief financial officer, together with the Financial Advisor, shall hold a conference call (at a mutually agreeable time, the cost of such call to be paid by the Borrower) with the Administrative Agent and the Lenders who choose to attend such conference calls, on which conference calls shall be reviewed the most recent monthly flash reporting, the Loan Parties' financial performance, operations, current trends, variance reports and other material events.

Section 6.11 Additional Guarantors. Notify the Administrative Agent at the time that any Person becomes a debtor in the Chapter 11 Cases, and (a) promptly thereafter (and in any event within five (5) days), seek an order of the Bankruptcy Court authorizing such Person to become a Guarantor and (b) immediately upon the entry of such order, (i) cause such Person to become a Guarantor by executing and delivering to the Administrative Agent a counterpart of the Guaranty or a Guaranty Supplement in the form attached to the Guaranty,

(ii) if requested by the Administrative Agent, cause such Person to become a Grantor by executing and delivering to the Administrative Agent a Security Agreement or, as applicable, a counterpart to the Security Agreement or a Security Agreement Supplement in form and substance reasonably acceptable to the Administrative Agent and Required Lenders; (iii) if requested by the Administrative Agent, cause such Person to become a Grantor by executing and delivering to the Administrative Agent an Intellectual Property Security Agreement or, as applicable, a counterpart to an Intellectual Property Security Agreement or an Intellectual Property Security Agreement Supplement in the form attached to the Intellectual Property Security Agreement; and (iv) deliver to the Administrative Agent any applicable documents of the types referred to in clause (iii) of Section 4.01(a), all in form, content and scope reasonably satisfactory to the Administrative Agent.

Section 6.12 Use of Proceeds. Use the proceeds of any Loan, whether directly or indirectly, solely in a manner consistent with the Permitted Uses and the Budget. Notwithstanding the foregoing, no part of the proceeds of any Loan or the Carve-Out shall be used directly or indirectly:

(a) for any purpose that is prohibited under the Bankruptcy Code or the Financing Orders;

(b) to make any distribution under a plan of reorganization in the Chapter 11 Cases;

(c) to finance in any way payment of the fees and expenses of any Person incurred in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings, suits, arbitrations, proceedings, applications, motions or other litigation of any type (i) adverse to any of (A) the Secured Parties (solely in such capacity), and (B) the Prepetition First Lien Secured Parties (solely in such capacity), and (C) the Plan Sponsor (solely in such capacity) or any of the Affiliates, agents or representatives of the foregoing, or their respective rights and remedies under or in respect of the facilities provided pursuant to this Agreement, the Prepetition First Lien Credit Agreement or any interim or final order with respect to the facility provided pursuant hereto and the adequate protection granted to the Prepetition First Lien Secured Parties; (ii) challenging the amount, validity, perfection, priority or enforceability of, or asserting any defense, counterclaim or offset to, the obligations and liens and security interests granted under the Restructuring Support Agreement, the Loan Documents or the Prepetition First Lien Credit Agreement, including, in each case, without limitation, for lender liability or pursuant to Section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; or (iii) attempting to prevent, hinder or otherwise delay any of the Lenders', the Administrative Agent's assertion, enforcement or realization upon any of the Collateral;

(d) to finance in any way the making of any payment in settlement of any claim, action or proceeding, before any court, arbitrator or other governmental body, which payment is not provided for in the Budget, without the prior written consent of the Administrative Agent; or

(e) after delivery of a Carve-Out Trigger Notice, paying any success, completion, back-end or similar fees;

provided, that no more than \$25,000 in the aggregate of the Loans and the Carve-Out may be used by a Committee solely to investigate, but not prosecute, claims or causes of action against the Prepetition First Lien Lenders.

Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Loan Parties shall be permitted to pay compensation and reimbursement of fees and expenses of Professionals allowed and payable under Sections 328, 330 and 331 of the Bankruptcy Code, as the same may be due and payable, and the same shall not reduce the Carve-Out.

Nothing herein shall in any way prejudice or prevent the Administrative Agent or the Lenders from objecting, for any reason, to any requests, motions or applications made in the Bankruptcy Court, including any application of final allowances of compensation for services rendered or reimbursement of expenses incurred under Sections 105(a), 330 or 331 of the Bankruptcy Code, by any party in interest (and each such order shall preserve the Administrative Agent's and the Lenders' right to review and object to any such requests, motions or applications).

Section 6.13 Anti-Corruption Laws. The Borrower will maintain in effect policies and procedures designed to promote compliance by the Borrower, its Subsidiaries, and their respective directors, officers, employees, and agents with Anti-Terrorism Laws, the FCPA and any other applicable Anti-Corruption Laws.

Section 6.14 Taxes. (a) To the extent permitted by the Bankruptcy Court and provided for in the Budget, pay and discharge, and will cause each of its Subsidiaries to pay and discharge, all Taxes, assessments and governmental charges or levies arising after the Petition Date imposed upon it or upon its income or profits, or upon any properties belonging to it, in each case on a timely basis, which, if unpaid when due and payable, may reasonably be expected to become a tax Lien upon any properties of Holdings, the Borrower or any of its Subsidiaries thereof not otherwise permitted under this Agreement; provided that none of Holdings nor the Borrower nor any of its Subsidiaries shall be required to pay any such Tax, assessment, charge, levy or claim (i) which is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with GAAP unless and until any tax Lien resulting therefrom attaches to its property and becomes enforceable against its other creditors or (ii) non-payment of which is required under the Bankruptcy Code or order of the Bankruptcy Court.

(b) Be classified as a corporation for United States federal income tax purposes and Holdings shall be the common parent of an affiliated group that will elect to file consolidated United States federal income tax returns together with the Borrower and its Subsidiaries.

Section 6.15 End of Fiscal Years; Fiscal Quarters. Cause (i) its fiscal year to end on or about December 31 of each calendar year and (ii) its fiscal quarters to end on or about

March 31, June 30, September 30 and December 31 of each calendar year, in each case unless otherwise approved by the Administrative Agent.

Section 6.16 Rating Agency. The Borrower shall use best efforts to obtain, and to cooperate with the Administrative Agent's efforts (on behalf of the Lenders) to obtain a credit rating from a Rating Agency, and shall provide directly or through distribution to the Administrative Agent any information such Rating Agency may require for purposes of providing and monitoring the credit rating. The Borrower shall bear the costs and expenses of providing the required data and pay the initial and any subsequent and ongoing fees payable to the Rating Agency.

Section 6.17 ERISA. (a) ERISA Events and ERISA Reports. (i) Promptly and in any event within ten (10) days after any Loan Party, any Material Subsidiary or any ERISA Affiliate knows or has reason to know that any ERISA Event has occurred, a statement of the Chief Financial Officer of the Borrower describing such ERISA Event and the action, if any, that such Loan Party, such Material Subsidiary or such ERISA Affiliate has taken and proposes to take with respect thereto and (ii) on the date any records, documents or other information must be furnished to the PBGC with respect to any Plan pursuant to Section 4010 of ERISA, a copy of such records, documents and information.

(b) Plan Terminations. Promptly and in any event within two (2) Business Days after receipt thereof by any Loan Party or any ERISA Affiliate, copies of each notice from the PBGC stating its intention to terminate any Plan or to have a trustee appointed to administer any Plan.

(c) Plan Annual Reports. Promptly and in any event within 30 days after the filing thereof with the Internal Revenue Service, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to each Plan.

(d) Multiemployer Plan Notices. Promptly and in any event within five Business Days after receipt thereof by any Loan Party, any Material Subsidiary or any ERISA Affiliate from the sponsor of a Multiemployer Plan, copies of each notice concerning (i) the imposition of Withdrawal Liability by any such Multiemployer Plan, (ii) the reorganization or termination, or a determination that such Multiemployer Plan is in endangered or critical status, within the meaning of Title IV of ERISA, of any such Multiemployer Plan or (iii) the amount of liability incurred, or that may be incurred, by such Loan Party, such Material Subsidiary or such ERISA Affiliate in connection with any event described in clause (i) or (ii).

Section 6.18 Compliance with Financing Orders. Comply with the Interim Order and the Final Order, as applicable, and each of the other orders entered by the Bankruptcy Court.

Section 6.19 Further Assurances. Execute and deliver, or cause to be executed and delivered, to the Administrative Agent such reasonable documents and agreements, and shall take or cause to be taken such reasonable actions, as the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents.

Section 6.20 Business. Except to the extent required by the Bankruptcy Court, Holdings and the Borrower will only, and will only permit the Subsidiaries to, engage directly or indirectly in the business engaged in by the Borrower and the Subsidiaries as of the Closing Date and reasonable extensions thereof and businesses ancillary, corollary, synergistic or complementary thereto.

ARTICLE VII

NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder which is accrued and payable shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding, Holdings and the Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

Section 7.01 Liens. Subject to the Financing Orders, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues (including accounts receivable), whether now owned or hereafter acquired, other than the following Liens (to the extent, with respect to Holdings, the Borrower or any Subsidiary or any of its assets or properties (x) if created, incurred or assumed by such Person on or after the Petition Date, such Liens (other than Liens of the type described in clause (m) below) have been approved and authorized by the Bankruptcy Court with the prior written consent of the Administrative Agent and (y) if created, incurred or assumed by such Person before the Petition Date, such Liens (A) have the priority set forth in the Financing Orders and (B) are valid, perfected and non-avoidable in accordance with applicable law, collectively, "Permitted Liens"):

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the Petition Date and listed on Schedule 7.01(b);
- (c) Liens for taxes, assessments or governmental charges which are not overdue for a period of more than thirty (30) days or which are being contested in good faith and by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP;
- (d) statutory or common law Liens of landlords, carriers, warehousemen, mechanics, materialmen, repairmen, suppliers, construction contractors or other like Liens arising in the ordinary course of business which secure amounts not overdue for a period of more than thirty (30) days or if more than thirty (30) days overdue, are unfiled (or if filed have been discharged or stayed) and no other action has been taken to enforce such Lien or which are being contested in good faith, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP;
- (e) (i) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, (ii) pledges and deposits in the ordinary course of business securing liability

for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Subsidiary and (iii) Liens securing the financing of insurance premiums (to the extent such Liens extend to the unearned premiums for such insurance);

(f) deposits to secure the performance of bids, trade contracts, governmental contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety, stay, indemnity, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business;

(g) easements, rights-of-way, covenants, conditions, restrictions, encroachments, and other survey defects protrusions and other similar encumbrances and minor title defects affecting real property which were not incurred in connection with Indebtedness and do not in any case materially and adversely interfere with the use of the property encumbered thereby for its intended purposes;

(h) Liens securing Indebtedness permitted under Section 7.03(c); provided that (i) such Liens attach concurrently with or within 120 days after the acquisition, or the completion of the construction, repair, replacement or improvement (as applicable) of the property subject to such Liens, (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, replacements thereof and additions and accessions to such property and the proceeds and the products thereof and customary security deposits, and (iii) with respect to Capital Leases, such Liens do not at any time extend to or cover any assets (except for additions and accessions to such assets, replacements and products thereof and customary security deposits) other than the assets subject to such Capital Leases;

(i) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the incurrence of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any Subsidiary Guarantor (so long as such Subsidiary remains a Subsidiary Guarantor) to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or such Subsidiary Guarantor or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any of its Subsidiaries in the ordinary course of business;

(j) Liens arising from precautionary Uniform Commercial Code financing statement filings regarding leases entered into by the Borrower and its Subsidiaries in the ordinary course of business;

(k) any zoning, land-use or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property;

(l) the modification, replacement, renewal or extension of any Lien permitted by clause (b) of this Section 7.01; provided that the Lien does not extend to any

additional property or additional Indebtedness other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 7.03, and (B) proceeds and products thereof;

(m) nonconsensual statutory Liens arising after the Petition Date; and

(n) additional Liens granted to the Prepetition First Lien Secured Parties and the Prepetition Second Lien Secured Parties pursuant to the Financing Orders.

Section 7.02 Investments. Make any Investments, except:

(a) Investments by the Borrower or its Subsidiaries in cash and Cash Equivalents;

(b) loans and advances to employees in the ordinary course of the business of the Borrower and its Subsidiaries in an aggregate principal amount not to exceed \$25,000 at any time outstanding;

(c) to the extent constituting Investments, Liens, Indebtedness, fundamental changes, Dispositions and Restricted Payments expressly permitted under Section 7.01, Section 7.03, Section 7.05 and Section 7.06, respectively, and the Capital Expenditures;

(d) Investments existing as of the Petition Date and disclosed on Schedule 7.02; provided that the amount of any Investment permitted pursuant to this Section 7.02(d) is not increased from the amount of such Investment on the Closing Date except pursuant to the terms of such Investment as of the Closing Date or as otherwise permitted by this Section 7.02;

(e) Investments by any Loan Party in Canadian Subsidiaries and Puerto Rican Subsidiaries in the ordinary course of business and consistent with Loan Parties' past practice that do not exceed \$3,000,000 in the aggregate (net of any return or distribution of capital or repayments of principal in respect thereof) at any time outstanding; and

(f) other Investments not to exceed \$200,000 in the aggregate at any time outstanding; provided that before and immediately after giving effect to such Investment, no Default or Event of Default has occurred and is continuing.

Section 7.03 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except the following, without duplication:

(a) Indebtedness of the Borrower and other Loan Parties under the Loan Documents;

(b) Indebtedness outstanding on the Petition Date (including Indebtedness under the Existing Agreements) and listed on Schedule 7.03;

(c) Indebtedness with respect to (i) Capital Leases existing on the Closing Date as specified in Schedule 7.03(b) and (ii) additional Capital Leases incurred after the

Closing Date and purchase money Indebtedness, in each case, incurred in the ordinary course of business; provided, that such additional Capital Leases and purchase money indebtedness set forth in the foregoing clause (ii) shall not exceed \$2,500,000 in the aggregate at any time outstanding; provided further that any such Indebtedness (x) in the case of additional Capital Leases or purchase money Indebtedness, shall be secured by the asset subject to such additional Capital Leases or acquired asset in connection with the incurrence of such Indebtedness, as the case may be, and (ii) in the case of purchase money Indebtedness, shall constitute not less than 75% of the aggregate consideration paid with respect to such asset;

(d) Indebtedness incurred by the Borrower or any of its Subsidiaries in the ordinary course of business in respect of (i) letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement type obligations regarding workers compensation claims in accordance with the Budget and (ii) the financing of insurance premiums;

(e) Indebtedness of (i) any Loan Party owing to any other Loan Party (other than Holdings) and (ii) any Subsidiary that is not a Loan Party owing to (A) any other Subsidiary that is not a Loan Party or (B) any Loan Party (other than Holdings) in respect of an Investment permitted pursuant to Section 7.02(e), or to the extent described on Schedule 7.03(b);

(f) Permitted Refinancing Indebtedness with respect to Indebtedness permitted under Section 7.03(b), Section 7.03(c) and Section 7.03(d) above; and

(g) other Indebtedness incurred by Loan Parties in an aggregate principal amount for all Loan Parties not to exceed \$200,000 at any time outstanding.

Section 7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person.

Section 7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete, worn out or surplus property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the Borrower and its Subsidiaries;

(b) Dispositions of inventory and immaterial assets in the ordinary course of business (including allowing any registrations or any applications for registration of any immaterial Intellectual Property to lapse or go abandoned in the ordinary course of business);

(c) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased);

(d) Dispositions of property to the Borrower or to a Loan Party;

(e) Dispositions permitted by Section 7.02 and Section 7.06 and Liens permitted by Section 7.01;

(f) Dispositions in the ordinary course of business of Cash Equivalents; and

(g) the unwinding of any Swap Contract pursuant to its terms;

provided that the proceeds of any Dispositions permitted hereunder shall be applied in accordance with the requirements of Section 2.05(b)(i)(B).

Section 7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except:

(a) the Borrower may make Restricted Payments to Holdings to pay its operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including, without limitation, administrative, legal, accounting and similar expenses provided by third parties), which are reasonable and customary and incurred in the ordinary course of business, plus any reasonable and customary indemnification claims made by directors or officers of Holdings attributable to the ownership or operations of the Borrower and its Subsidiaries and, in any event, in each case, to the extent (A) set forth in the Budget as a separate line item and (B) all such Restricted Payments do not exceed an aggregate amount of \$50,000 at any time;

(b) the Borrower or any of its Subsidiaries may make Restricted Payments to Holdings or any direct or indirect parent of Holdings or an Affiliate which is the common parent of a consolidated, combined or unitary group for tax purposes that includes Borrower, as applicable, the proceeds of which shall be used to pay United States federal, state and local income taxes of Holdings (or any of its direct or indirect parents), to the extent such income taxes are attributable to the income of the Borrower and its Subsidiaries, provided that payments under this Section 7.06(b) shall not exceed the lesser of: (i) the amount that the Borrower and its Subsidiaries would be required to pay in respect of United States federal, state, foreign and local income taxes were the Borrower and the Subsidiaries to pay such taxes as stand-alone taxpayers; or (ii) the amount that Holdings or an Affiliate which is the common parent of a consolidated, combined or unitary group for tax purposes that includes Borrower is required to pay in respect of United States federal, state, foreign and local income taxes and, in any event, in each case, to the extent (A) set forth in the Budget as a separate line item and (B) all such Restricted Payments with respect to any pre-petition taxes shall not exceed an aggregate amount of \$100,000 at any time;

(c) the Borrower may make Restricted Payments to Holdings to pay any franchise taxes necessary to maintain its corporate existence and, in any event, to the extent set forth in the Budget as a separate line item;

(d) to the extent constituting Restricted Payments, the Borrower and its Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Section 7.02 or Section 7.08; provided however, that no Restricted Payments may be made solely pursuant to this Section 7.06(d);

(e) to the extent constituting a Restricted Payment, the payment of fees and reimbursement of reasonable expenses of non-insider directors, in each case, to the extent (A) set forth in the Budget as a separate line item and (ii) all such Restricted Payments do not exceed an aggregate amount of \$60,000 at any time; and

(f) the Subsidiaries of the Borrower may make direct or indirect Restricted Payments to the Loan Parties (other than Holdings).

Section 7.07 Change in Nature of Business. Except as required by the Bankruptcy Code or as set forth in any order of the Bankruptcy Court, engage in any line of business other than those lines of business conducted by the Borrower and its Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

Section 7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than:

- (a) [reserved];
- (b) transactions contemplated by the Restructuring Support Agreement;
- (c) [reserved];
- (d) loans and other transactions by and among the Borrower and/or one or more Subsidiaries to the extent permitted under this Article VII; and
- (e) Restricted Payments permitted under Section 7.06.

Section 7.09 Prepayments and Modifications of Certain Agreements. (a) Except in connection with a Reorganization Plan, amend or modify any of the terms of any Indebtedness of any of the Loan Parties arising prior to or after the Petition Date, if such amendment or modification would add or change any terms in a manner adverse to the Loan Parties or the Lenders, or shorten the final maturity or average life to maturity or require any payment to be made sooner than originally scheduled or increase the interest rate applicable thereto.

(b) Make any payment of any Indebtedness or any claim arising prior to the Petition Date except as permitted pursuant to an order of the Bankruptcy Court (if required) and set forth in the Budget or make any voluntary, optional or other non-scheduled payment (the “buyout” price at the end of the term of any Capital Lease or Synthetic Lease Obligation being

treated hereunder as scheduled), prepayment, redemption, acquisition for value, refund, refinance or exchange of any Indebtedness of such Loan Party arising after the Petition Date (including, without limitation, any interest, premium or other amounts owing in respect thereof), in each case whether or not mandatory, except (i) with respect to Indebtedness under the Loan Documents, or (ii) for payments made pursuant to the Interim Order or the Final Order, and in each instance as set forth in the Budget.

(c) Amend or modify, or permit the amendment, modification or waiver of, any provision of any material agreement, contract or instrument in each case to which any Loan Party or any Subsidiary thereof is a party or by which it or any of its property or assets is bound or to which it may be subject, in each case after the original execution and delivery thereof (or, if later, the date hereof) in any substantive manner without the written consent of the Administrative Agent.

Section 7.10 Negative Pledge. Enter into or suffer to exist, or permit any of its Subsidiaries to enter into or suffer to exist, (x) any agreement prohibiting or conditioning the creation or assumption of any Lien upon any of its property or assets except (a) agreements in favor of the Administrative Agent or (b) prohibitions or conditions under (i) any Capital Lease permitted by Section 7.03(c) solely to the extent that such Capital Lease prohibits a Lien on the property subject thereto, (ii) by reason of customary provisions restricting pledges, assignments, subletting or other transfers contained in leases, licenses and similar agreements entered into in the ordinary course of business (provided that such restrictions are limited to the property or assets subject to such leases, licenses or similar agreements, as the case may be), (iii) any Indebtedness outstanding on the date any Person first becomes a Subsidiary of the Borrower (so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of the Borrower and is in effect on the Petition Date) or (iv) pursuant to the Second Lien Loan Documents (as defined in the Prepetition First Lien Credit Agreement) or (y) any agreement or arrangement limiting the ability of any of its Subsidiaries to declare or pay dividends or other distributions in respect of its Equity Interests or repay or prepay any Indebtedness owed to, make loans or advances to, or otherwise transfer assets to or make Investments in, the Borrower or any of its Subsidiaries of the Borrower (whether through a covenant restricting dividends, loans, asset transfers or investments, a financial covenant or otherwise), except (a) the Loan Documents, (b) any agreement in effect at the time a Person first became a Subsidiary of the Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of the Borrower and is in effect on the Petition Date, and (c) pursuant to the Existing Agreements.

Section 7.11 Amendments to Constitutive Documents. Amend, or permit any of its Subsidiaries to amend, its certificate of incorporation or bylaws or other constitutive documents in a manner materially adverse to the interests of the Lenders.

Section 7.12 Use of Proceeds. (a) (i) Use, directly or indirectly, the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (x) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions, or (y) in any other manner that would result in a violation of Sanctions by any

Person (including any Person participating in the Loans, whether as underwriter, advisor, investor, or otherwise).

(b) Use any part of the proceeds of the Loans directly or indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law.

Section 7.13 Accounting Changes. Make any change in (a) accounting policies or reporting practices, except as required by GAAP or (b) Fiscal Year.

Section 7.14 OFAC. (a) Become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) engage in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner that violates Section 2 of such executive order or (c) become a person on the list of “Specially Designated Nationals and Blocked Persons” or subject to the limitations or prohibitions under any other U.S. Department of Treasury’s Office of Foreign Assets Control regulation or executive order.

Section 7.15 Ownership of Subsidiaries. Notwithstanding any other provisions of this Agreement to the contrary, organize, create, acquire or permit to exist after the Petition Date any Subsidiaries of the Borrower other than those existing on the Petition Date and set forth on Schedule 5.14.

Section 7.16 Chapter 11 Claims. The Borrowers will not, and will not permit their Subsidiaries to, incur, create, assume, suffer to exist or permit any administrative expense, unsecured claim or other Superpriority Claim or lien which is *pari passu* with or senior to the claims or liens, as the case may be, of the Administrative Agent against the Loan Parties hereunder, or apply to the Bankruptcy Court for authority to do so, except for Specified Liens and the Carve-Out.

Section 7.17 Revision of Orders; Applications to Bankruptcy Court.

(a) The Borrower will not, and will not permit its Subsidiaries to, seek, consent to or suffer to exist any modification, stay, vacation or amendment of the Interim Order or the Final Order, except for any modifications and amendments agreed to in writing by the Administrative Agent.

(b) The Borrower will not, and will not permit its Subsidiaries to, apply to the Bankruptcy Court for authority to take any action prohibited by this Article VII (except to the extent such application and the taking of such action is conditioned upon receiving the written consent of the Administrative Agent).

Section 7.18 Compliance with Budget. Except as approved by the Administrative Agent, the Loan Parties shall not (a) use any cash or the proceeds of any Loans in a manner or for a purpose other than in accordance with this Agreement, the Financing Orders and the Budget, (b) permit cumulative net cash flow on a cumulative basis for the period

commencing with the Petition Date and ending on the relevant date of determination to be less than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than an amount equal to 12.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the first week following the Petition Date), (c) permit cumulative receipts on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be less than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 15% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), (d) permit each of cumulative freight disbursements on a cumulative basis and cumulative trade disbursements on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be greater than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 17.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), provided, however, that for weeks three (3) through six (6) following the Petition Date such covenant shall be subject to a variance of not greater than 25%; (e) permit any cumulative individual Budget line item other than net cash flow, receipts or freight and trade disbursements (which shall be subject to the limitation set forth above), on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be greater than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 17.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), and (f) pay or otherwise unimpair any claims except for (x) trade claims, provided that such amount, in the aggregate, shall be less than \$41,360,000, and (y) other creditors associated with ordinary course operations (including IT, employees, ordinary course professionals and safety capital expenses), the pension and retiree benefits, in each case, for entities to be reorganized or not sold under the Reorganization Plan; provided, however, that all other unsecured creditors shall receive a maximum aggregate recovery of \$500,000 in cash. Notwithstanding anything herein to the contrary, the terms and provisions of Article VI and Article VII hereof shall be subject to the Budget and shall not be deemed to increase, permit or otherwise modify any amounts otherwise set forth in the Budget.

Notwithstanding anything to the contrary in this Agreement, the Budget, any Financing Orders, or any related documents, if the Majority Consenting Lenders and the Borrower determine that Holdings and/or any of its subsidiaries shall issue New Interests (as defined in, and in accordance with, the RSA Term Sheet) and/or the Debtors otherwise elect pass-through tax treatment through conversion to partnership or LLC form, and, as a result of such changes or the work associated therewith additional costs, expenses or claims arise (the “Increased Costs”), then the Budget and all agreements, covenants and arrangements set forth herein applicable thereto shall be amended to reflect any such Increased Costs, subject to the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

Section 7.19 Adequate Protection. Except as permitted in the Financing Orders, incur, create, assume, suffer to exist or permit (i) any administrative expense, unsecured claim, or other super-priority claim or Lien, in each case that is *pari passu* or senior to the claims of the Secured Parties against the Loan Parties hereunder, or apply to the Bankruptcy Court for

authority to do so, except for the Carve-Out, (ii) any obligation to make adequate protection payments, or otherwise provide adequate protection, other than Permitted Adequate Protection and as provided in the Financing Orders; or (iii) any administrative expense, unsecured claim, or other super-priority claim or Lien, in each case that is *pari passu* or senior to the First Lien Adequate Protection Claims, or apply to the Bankruptcy Court for authority to do so, except for the Superpriority Claims held by the Administrative Agent and the Lenders.

Section 7.20 Executory Contracts. Except with the consent of the Administrative Agent, assume any executory contract or unexpired lease not assumed on or before the date hereof or reject any executory contract or unexpired lease not rejected on or before the date hereof.

Section 7.21 Compliance With Certain Laws.

(a) (i) Violate any Anti-Terrorism Laws, (ii) engage in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of prohibited offenses designated by the Organization for Economic Co-operation and Development's Financial Action Task Force on Money Laundering or (iii) permit any of their respective Affiliates to violate these laws or engage in these actions.

(b) (i) Deal in, or otherwise engage in any transaction related to, any property or interests in property blocked pursuant to any Anti-Terrorism Law, (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law or (iii) permit any of their respective Affiliates to do any of the foregoing.

ARTICLE VIII

HOLDINGS COVENANTS

Section 8.01 Business of Holdings. So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder which is accrued and payable shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, Holdings shall not: (a) engage in any business or activity other than (i) the ownership of all outstanding Equity Interests in the Borrower (ii) maintaining its corporate existence, (iii) participating in tax, accounting and other administrative activities of Holdings of the consolidated group of companies including the Loan Parties consistent with past practices, (iv) the performance of obligations under the Loan Documents, the Restructuring Support Agreement and the Existing Agreements to which it is a party, (v) the Cases and (vi) activities incidental to the businesses or activities described in clauses (i)-(iv); (b) incur any Indebtedness (other than pursuant to any Loan Document and other than Guarantees of Indebtedness permitted to be incurred hereunder by any Loan Party); and (c) create, incur, assume or suffer to exist any Liens on its property (other than Liens pursuant to any Loan Document or non-consensual Liens arising solely by operation of law).

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default. Any of the following events referred to in any of following clauses of this Section 9.01 shall constitute an “Event of Default”:

(a) Non-Payment. Any Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of, or interest on, any Loan or any other amount payable hereunder or with respect to any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in any of Section 6.01(f) 6.01(g) Section 6.03(a), Section 6.05, Section 6.09(b), Section 6.11, Section 6.12, Section 6.17, Section 6.18 or Article VII; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 9.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for ten (10) days after receipt by the Borrower of written notice thereof by the Administrative Agent; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. Any Loan Party or any Subsidiary (A) fails to make any payment beyond the applicable grace period with respect thereto, if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder) having an aggregate principal amount of not less than the Threshold Amount, unless such failure to pay is solely a result of the Chapter 11 Cases, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, in each case, unless such failure to observe or perform is a result of the Chapter 11 Cases; or

(f) [Reserved]; or

(g) Inability to Pay Debts; Attachment. (i) Any non-Loan Party Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process in

respect of a claim in excess of the Threshold Amount is issued or levied against all or any material part of the property of the non-Loan Party Subsidiaries, taken as a whole, and is not released, vacated, stayed or fully bonded within sixty (60) days after its issue or levy; or

(h) Judgments. After the Petition Date, there is entered against any Loan Party or any Subsidiary a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and does not deny or fail to confirm coverage) and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of sixty (60) consecutive days, except to the extent that the Bankruptcy Court has found such final judgment or order to be void as a violation of section 362(a) of the Bankruptcy Code; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or would reasonably be expected to result in liability of any Loan Party under Title IV of ERISA in an aggregate amount which would reasonably be expected to exceed the Threshold Amount, (ii) any Loan Party, Subsidiary or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its Withdrawal Liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount which would reasonably be expected to exceed the Threshold Amount, or (iii) any Loan Party, Subsidiary or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, and as a result of such reorganization or termination the aggregate annual contributions of the Loan Parties, the Subsidiaries and the ERISA Affiliates to all Multiemployer Plans that are then in reorganization or being terminated have been or will be increased over the amounts contributed to such Multiemployer Plans for the plan years of such Multiemployer Plans immediately preceding the plan year in which such reorganization or termination occurs by an aggregate amount which would reasonably be expected to exceed the Threshold Amount; or

(j) Invalidity of Loan Documents. Any provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or the satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document (other than as a result of repayment in full of the Obligations and termination of the Aggregate Commitments), purports to revoke or rescind any Loan Document or asserts that any Collateral Document is invalid or unenforceable; or

(k) Change of Control. There occurs any Change of Control; or

(l) Liens. Any Collateral Document shall for any reason cease to create a valid and perfected Lien (having the priorities specified in the Financing Orders) on and security interest in the Collateral; or

(m) Dissolution or Liquidation. Any Loan Party voluntarily or involuntarily dissolves or is dissolved, liquidates or is liquidated or files a motion with the Bankruptcy Court seeking authorization to dissolve or liquidate (except to the extent permitted by Section 7.02(a)), unless such dissolution or liquidation has been expressly approved by the Majority Consenting Lenders; or

(n) Final Order; Interim Order. The Bankruptcy Court fails to enter the Final Order by no later than thirty (30) calendar days after the Petition Date (with such changes as the Administrative Agent may agree to), or the Interim Order or Final Order is reversed, vacated or its effectiveness is stayed, whether as a result of an appeal or otherwise; or

(o) [Reserved]; or

(p) Non-Compliance with any Financing Order. Any Loan Party fails or neglects to comply with any provision of any Financing Order; or

(q) Filing of Unapproved Plan. Except for a Reorganization Plan, any chapter 11 plan shall have been filed in the Chapter 11 Cases; or

(r) Entry of Unapproved Order. An order (other than one subject to a stay) with respect to the Chapter 11 Cases shall be entered by the Bankruptcy Court (i) to revoke, reverse, stay for a period in excess of ten (10) days, vacate or rescind any provision of any Financing Order, (ii) to modify, supplement or amend any provision of any Financing Order without the consent of the Administrative Agent and the Required Lenders or (iii) to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to any of the Loan Parties, equal or superior to the priority of the Lenders in respect of the Obligations, except for allowed administrative expenses having priority over the Obligations only to the extent set forth in the definition of Carve-Out, or (iv) to grant or permit the grant of a Lien on the Collateral (other than a Permitted Lien) or (v) an order shall be entered by the Bankruptcy Court dismissing the Chapter 11 Cases which does not contain a provision for (x) the Termination of the DIP Financing and (y) until the Termination of the DIP Financing, the continuity and priority of the Liens of the Administrative Agent in the Collateral, the superpriority administrative expense claim status of the claims of the Administrative Agent and the Lenders under the Loan Documents and the other rights and remedies of the Administrative Agent and the Lenders under the Loan Documents, in each instance, to the same extent as is provided in the Final Order upon such dismissal; or

(s) Relief from the Automatic Stay. The Bankruptcy Court enters an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code for any reason to any Person holding a Lien upon any pre-petition or

post-petition assets of any Loan Party with respect to any Collateral or any other assets of any Loan Party where the aggregate value of the property subject to all such order or orders is greater than \$500,000; or

(t) Unenforceability of the Interim Order, Final Order or Loan Documents. Any provision of the Financing Orders, this Agreement or any other Loan Document shall for any reason cease to be valid or binding or enforceable against any of the Loan Parties (other than, in the case of the Interim Order, by virtue of the Final Order superseding it), or any of the Loan Parties shall so state in writing; or any of the Loan Parties shall commence or join in any legal proceeding to contest in any manner that the Financing Orders, this Agreement or any other Loan Document constitutes a valid and enforceable agreement or any of the Loan Parties shall commence or join in any legal proceeding to assert that it has no further obligation or liability under the Financing Orders, this Agreement or any other Loan Document; or

(u) Motion against the Lenders, the Prepetition First Lien Agent or the Administrative Agent. Any of the Loan Parties shall seek to, or shall support (whether by way of motion or other pleadings filed with the Bankruptcy Court or any other writing executed by any Loan Party or by oral argument) any other Person's motion to, (1) disallow in whole or in part any of the Obligations arising under this Agreement or any other Loan Document, (2) disallow in whole or in part any of the Indebtedness owed by the Loan Parties under the Prepetition First Lien Credit Agreement or any other "Loan Document" (as defined in the Prepetition First Lien Credit Agreement), (3) challenge the validity and enforceability of the Liens or security interests granted under any of the Loan Documents or in any Financing Order in favor of the Administrative Agent, (4) challenge the validity and enforceability of the Liens or security interests granted under the Prepetition First Lien Credit Agreement and related documents or in any Financing Order in favor of the Prepetition First Lien Agent or Prepetition First Lien Lenders or (5) obtain any order, relief or remedy with respect to adequate protection which is inconsistent with any Financing Order; or

(v) Prohibited Payment. Any of the Loan Parties shall make any payment (as adequate protection or otherwise), or application for authority to pay, on account of any claim or Indebtedness arising prior to the Petition Date other than those payments in respect of Permitted Adequate Protection permitted pursuant to the terms of the Financing Orders and payments authorized by the Bankruptcy Court in respect of (x) any such payments required and/or permitted in the "first day orders", or subsequent orders, in each case reasonably satisfactory to the Administrative Agent or (y) accrued payroll and related expenses as of the Petition Date; or

(w) Other Bankruptcy Matters. (i) An order shall have been entered modifying the adequate protection obligations granted in any Financing Order without the prior written consent of the Administrative Agent, (ii) an order shall have been entered by the Bankruptcy Court avoiding or requiring disgorgement by the Administrative Agent or any of the Lenders of any amounts received in respect of the Obligations, (iii) a motion or other request shall be filed with the Bankruptcy Court seeking authority to use any cash proceeds of any of the Collateral without the consent of

the Administrative Agent or (iv) any Loan Party shall file a motion or other request with the Bankruptcy Court seeking any financing under Section 364(d) of the Bankruptcy Code secured by any of the Collateral that does not (x) require the Termination of the DIP Financing and (y) until the Termination of the DIP Financing, the continuity and priority of the Liens of the Administrative Agent in the Collateral, the superpriority administrative expense claim status of the claims of the Administrative Agent and the Lenders under the Loan Documents and the other rights and remedies of the Administrative Agent and the Lenders under the Loan Documents, in each instance, to the same extent as is provided in the Final Order; or

(x) Failure to Conduct Business. If any Loan Party is enjoined, restrained or in any way prevented by court order (other than an order of the Bankruptcy Court approved by the Required Lenders) from continuing to conduct all or any material part of its business affairs or any Loan Party or any of their respective Subsidiaries' cessation of all or any material part of its business operations (other than in connection with a sale of assets permitted by the Loan Documents or otherwise consented to by the Administrative Agent); or

(y) Restructuring Support Agreement. If the Restructuring Support Agreement is terminated (without regard to any waivers thereof granted for any other reason); or

(z) Certain Deadlines and Other Events. If the Borrower fails to comply with, satisfy or achieve any of the following covenants or actions within the deadlines set forth below (unless each of which may be extended to a later date to which the Majority Consenting Lenders and the Administrative Agent agree in writing) or any of the events listed below happens:

(i) the Borrower fails to file an assumption motion with respect to the Restructuring Support Agreement in form and substance reasonably satisfactory to the Prepetition First Lien Agent and the Majority Consenting Lenders within five (5) Business Days after the Petition Date; or

(ii) the Borrower fails to file the Reorganization Plan, the Disclosure Statement and the Disclosure Statement Motion (the date on which the Borrower files the Plan, the "Reorganization Plan Filing Date"), each in form and substance reasonably satisfactory to the Prepetition First Lien Agent and the Majority Consenting Lenders on or prior to 11:59 p.m. (prevailing Eastern Time) on November 22, 2016; or

(iii) the Bankruptcy Court has not entered an assumption order with respect to the Restructuring Support Agreement in form and substance reasonably satisfactory to the Prepetition First Lien Agent and the Majority Consenting Lenders within thirty (30) calendar days after the Petition Date; or

(iv) the Bankruptcy Court has not entered a Final Order in form and substance reasonably satisfactory to the Prepetition First Lien Agent and the Majority Consenting Lenders within thirty (30) calendar days after the Petition Date; or

(v) [reserved]; or

(vi) the Bankruptcy Court has not entered a Confirmation Order in form and substance reasonably satisfactory to the Prepetition First Lien Agent and the Majority Consenting Lenders within thirty-five (35) Business Days after the Petition Date; or

(vii) the Reorganization Plan is not effective (the “Reorganization Plan Effective Date”) within forty (40) Business Days after the Petition Date; or

(viii) if any amendment or modification of the Reorganization Plan or any material documents related to the Reorganization Plan, notices, exhibits or appendices, or any of the Restructuring Documents is consummated, which amendment or modification has or could reasonably be expected to have a material adverse effect, as determined by the Majority Consenting Lenders, on one or more Consenting First Lien Lenders, without the consent of the Prepetition First Lien Agent and the Majority Consenting Lenders, as applicable, to the extent such parties are, or could reasonably be expected to be, materially adversely affected by such amendment or modification; or

(ix) if an order terminating the Borrower’s right to use collateral, including cash collateral is issued, or the Borrower’s right to use collateral, including cash collateral, otherwise terminates for any reason; or

(x) if the Disclosure Statement Order or the Confirmation Order is (A) materially adversely amended or modified without the consent of the Prepetition First Lien Agent and the Majority Consenting Lenders; or (B) reversed, permanently stayed, dismissed, or vacated, unless the Bankruptcy Court enters a new Disclosure Statement Order, or a new Confirmation Order, as applicable, each in form and substance reasonably satisfactory to the Prepetition First Lien Agent and the Majority Consenting Lenders; or

(xi) if any of the Chapter 11 Cases shall be dismissed or converted to a chapter 7 case, or a chapter 11 trustee with plenary powers, or an examiner with enlarged powers relating to the operation of the businesses of the Debtors (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the Chapter 11 Cases or the Debtors shall file a motion or other request for such relief, unless any such dismissal or conversion has been expressly approved by the Majority Consenting Lenders; or

(xii) if any Debtor files any motion, application, adversary proceeding or cause of action (A) challenging the validity, enforceability, perfection or priority of, or seeking avoidance or subordination of the claims of the Prepetition First Lien Lenders or the liens securing the obligations under the Prepetition First Lien Credit Agreement or the documents related thereto, (B) otherwise seeking to impose liability upon or enjoin the Prepetition First Lien Lenders or (C) any other cause of action against and/or seeking to restrict the rights of holders of obligations under Prepetition First Lien Credit Agreement in their capacity as such (or if any Debtor supports any such motion, application, adversary proceeding or cause of action commenced by any third party or consents to the

standing of any such third party to bring such motion, application, adversary proceeding or cause of action; or

(xiii) any Debtor makes an assignment for the benefit of creditors; or

(xiv) the filing by the Debtors of any motion or pleading with the Bankruptcy Court that is not consistent in all material respects with the Restructuring Support Agreement and the RSA Term Sheet, and such motion or pleading is not withdrawn within five (5) calendar days' notice thereof by the Prepetition First Lien Agent or the Majority Consenting Lenders to the Debtor (or, in the case of a motion that has already been approved by an order of the Bankruptcy Court at the time the Debtors are provided with such notice such order is not stayed, reversed or vacated within five (5) business days of such notice); provided, however, that an Event of Default shall be deemed to have occurred in the case of a stay upon such judgment or order becoming unstayed following five (5) Business Days' notice thereof to the Debtors by the Prepetition First Lien Agent or the Majority Consenting Lenders; or

(xv) if the Bankruptcy Court grants relief that is inconsistent in any material respect with the Restructuring Support Agreement or the Restructuring and such inconsistent relief is not dismissed, vacated or modified to be consistent with the Restructuring Support Agreement and the Restructuring within five (5) Business Days following notice thereof to the Debtors by the Prepetition First Lien Agent or the Majority Consenting Lenders; or

(xvi) if any Debtor withdraws or revokes the Reorganization Plan or file, publicly proposes or otherwise supports, or fails to actively oppose, any (A) Alternative Transaction or (B) amendment or modification to the Restructuring containing any terms that are materially inconsistent with the implementation of, and the terms set forth in, the RSA Term Sheet unless such amendment or modification is otherwise consented to in writing by the Majority Consenting Lenders; or

(xvii) if, on or after the Plan Effective Date, a Debtor engages in any merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness or other similar transaction outside the ordinary course of business, other than: (A) the commencement of the Chapter 11 Cases or other bankruptcy or similar proceeding; or (B) as expressly permitted by the Restructuring Documents; or

(xviii) if Debtors lose the exclusive right to file and solicit acceptances of a chapter 11 plan by final order of the Bankruptcy Court; or

(xix) any court of competent jurisdiction or other competent governmental or regulatory authority issues an order making illegal or otherwise preventing or prohibiting the consummation of the transactions contemplated in the RSA Term Sheet or any of the Restructuring Documents in a way that cannot be remedied by the Debtors subject to the satisfaction of the Prepetition First Lien Agent and the Majority Consenting Lenders, in which case the this Agreement and the obligations hereunder may be terminated by the Required Lenders immediately; or

(xx) if the economic substance or the legal rights, remedies or benefits of the transactions contemplated hereby is affected in any manner materially adverse to the Lenders as a result of fraud, bad faith, willful misconduct, gross negligence, intentional misrepresentation or similar misconduct or bad acts by any Debtor or such Debtor's board of directors, officers or senior management, in which case the this Agreement and the obligations hereunder may be terminated by the Required Lenders immediately, provided, that such termination right must be exercised on or prior to two (2) calendar days prior to the confirmation hearing); or

(xxi) if determined by the Required Lenders that there has been an event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a material adverse effect, taking into account that the Debtors have or will file the Chapter 11 Cases, on (A) the business, assets, financial condition or results of operations of the Debtors, taken as a whole, (B) the rights and remedies of the Administrative Agent or any Lender under any Loan Document (as defined in the First Lien Credit Agreement) or any Restructuring Document or (C) the ability of the Debtors to perform their obligations under the Restructuring Support Agreement, the RSA Term Sheet or any Restructuring Document; or

(xxii) the substantial consummation (as defined in section 1101 of the Bankruptcy Code) of the Reorganization Plan has not occurred by the Outside Date;

(xxiii) [reserved]; or

(xxiv) if the Debtors and the Majority Consenting Lenders fail to agree on reorganization case plans and business plans for Alma Products Company and Axiom Automotive Technologies within thirty (30) calendar days after the Petition Date;

provided however that with respect to clauses (z)(viii), (ix), (x), (xii), (xiv), (xv), (xvi), (xviii), (xx) and (xxi) above no Event of Default shall occur hereunder until after the date that is five (5) calendar days following written notice of any such event by the Administrative Agent or the Required Lenders to the Borrower; provided, further, however that with respect to clause (z)(xi) above, no Event of Default shall occur hereunder until the date that is two (2) days following written notice of such event by the Administrative Agent or the Required Lenders.

Section 9.02 Remedies Upon Event of Default. (a) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, but subject to the Financing Orders, if any Event of Default occurs and is continuing, the Administrative Agent may and, at the request of the Required Lenders, shall take any or all of the following actions without further order of, or application to, the Bankruptcy Court:

(i) declare the commitment of each Lender to make Loans and any obligation of each L/C Arranger to cause the making of L/C Credit Extensions to be terminated, whereupon such commitments and obligations shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or

under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(iii) set-off against any outstanding Obligations amounts held for the account of the Loan Parties as cash collateral or in the accounts of any Loan Party maintained by or with the Administrative Agent, any Lender or their respective Affiliates;

(iv) take any action or exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable Law.

(b) Upon the occurrence and during the continuance of an Event of Default, subject solely to the giving of five (5) Business Days' prior written notice as set forth in clause (d) below, the automatic stay arising pursuant to Bankruptcy Code Section 362 shall be vacated and terminated in accordance with the Interim Order or the Final Order, as applicable, without further action or order of the Bankruptcy Court, without the need for filing any motion for relief from the automatic stay or any other pleading so as to permit the Administrative Agent and the Lenders full exercise of all of their rights and remedies based on the occurrence of an Event of Default, including, without limitation, all of their rights and remedies with respect to the Collateral and the Guarantors. With respect to the Administrative Agent's and Lenders' exercise of their rights and remedies, the Loan Parties agree, waive and, release, and shall be enjoined from attempting to contest, delay, or otherwise dispute the exercise by the Administrative Agent and the Lenders of their rights and remedies before the Bankruptcy Court or otherwise.

(c) If an Event of Default has occurred and is continuing: (i) the Administrative Agent shall have for the benefit the Secured Parties, in addition to all other rights of the Administrative Agent and the Lenders, the rights and remedies of a secured party under the Uniform Commercial Code; (ii) the Administrative Agent may, at any time, take possession of the Collateral and keep it on any Loan Party's premises, at no cost (including any charge pursuant to Section 506(c) of the Bankruptcy Code) to the Administrative Agent or any Lender, or remove any part of it to such other place or places as the Administrative Agent may desire, or the Borrower shall, upon the Administrative Agent's demand, at the Borrower's cost, assemble the Collateral and make it available to the Administrative Agent at a place or places reasonably convenient to the Administrative Agent; and (iii) the Administrative Agent may sell and deliver any Collateral at public or private sales, for cash, upon credit or otherwise, at such prices and upon such terms as the Administrative Agent deems advisable, in its reasonable discretion, and may, if the Administrative Agent deems it reasonable, postpone or adjourn any sale of the Collateral by an announcement at the time and place of sale or of such postponed or adjourned sale without giving a new notice of sale. Without in any way requiring notice to be given in the following manner, the Loan Parties agree that any notice by the Administrative Agent of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to the Loan Parties if such notice is mailed by registered or certified mail, return receipt requested, postage prepaid, or is delivered personally against receipt to the Borrower, at least ten (10) Business Days prior to such action to the Borrower's address specified herein. If any Collateral is sold on terms other

than payment in full at the time of sale, no credit shall be given against the Obligations until the Administrative Agent or the Lenders receive payment, and if the buyer defaults in payment, the Administrative Agent may resell the Collateral without further notice to the Loan Parties. In the event the Administrative Agent seeks to take possession of all or any portion of the Collateral by judicial process, the Loan Parties irrevocably waives: (A) the posting of any bond, surety or security with respect thereto which might otherwise be required; (B) any demand for possession prior to the commencement of any suit or action to recover the Collateral; and (C) any requirement that the Administrative Agent retain possession and not dispose of any Collateral until after trial or final judgment. The Loan Parties agree that the Administrative Agent has no obligation to preserve rights to the Collateral or marshal any Collateral for the benefit of any Person. The Administrative Agent is hereby granted a license or other right to use, without charge, the Loan Parties' Intellectual Property and advertising matter, or any similar property, in completing production of, advertising or selling any Collateral, and the applicable Loan Party's rights under all licenses and all franchise agreements shall inure to the Administrative Agent's benefit for such purpose. The proceeds of sale shall be applied first to all expenses of sale, including attorneys' fees, and then to the Obligations. After the Obligations have been indefeasibly paid in full in cash and the Aggregate Commitments terminated, the Administrative Agent will apply any excess proceeds of the Collateral in accordance with an order of the Bankruptcy Court. The Loan Parties shall remain liable for any deficiency.

(d) Notwithstanding the foregoing, any exercise of remedies (other than pursuant to Section 9.02(a)(i), (ii) and (iii)) is subject to the giving of five (5) Business Days' prior written notice to the Borrower, the Committee (if any), the Prepetition First Lien Agent, the Prepetition Second Lien Agent and the U.S. Trustee in accordance with the terms of the Financing Orders; provided, however, that with respect to Section 9.01(z)(xi), only two (2) calendar days notice shall be required. For the avoidance of doubt, it is understood and agreed that the giving of five (5) Business Days' prior written notice as set forth above is a one-time requirement and is not required to be delivered with any exercise of remedies after the first such exercise.

(e) In addition to the above, following the occurrence and during the continuance of an Event of Default, the Administrative Agent, may deliver the Carve-Out Trigger Notice to the Loan Parties and their lead counsel, the U.S. Trustee, the Prepetition First Lien Agent, the Prepetition Second Lien Agent and lead counsel to the Committee, invoking the Post-Carve Out Trigger Notice Cap.

Section 9.03 Application of Funds. If the circumstances described in Section 2.12(g) have occurred, or after the exercise of remedies provided for in Section 9.02 any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order (after giving effect to any payments required pursuant to the Financing Orders, including in respect of the Carve-Out):

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including Attorney Costs payable under Section 11.04 and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting indemnities payable to the Lenders ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal or face amounts of the Loans, ratably among the Secured Parties in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the payment of all other Obligations of the Loan Parties that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, as required by order of the Bankruptcy Court (including, without limitation, to the “Administrative Agent” under the Prepetition First Lien Credit Agreement for application to the “Obligations” thereunder in accordance with the terms thereof).

If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above and, if no Obligations remain outstanding, to the Borrower.

The Loan Parties shall remain liable for any deficiency.

ARTICLE X

ADMINISTRATIVE AGENT AND OTHER AGENTS

Section 10.01 Appointment and Authorization. (a) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained in this Agreement or in any other Loan Document, the Administrative Agent shall have no duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or Participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term “agent” herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law.

Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

Notwithstanding any provision contained in this Agreement providing for any action in the Administrative Agent's reasonable discretion or approval of any action or matter in the Administrative Agent's reasonable satisfaction, the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law. The Administrative Agent shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower, any other Loan Party or any of their respective Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any other Agent-Related Person in any capacity.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(b) Each L/C Arranger shall act on behalf of the Lenders with respect to any Letters of Credit issued by the L/C Bank and the documents associated therewith, and each such L/C Arranger shall have all of the benefits and immunities (i) provided to the Administrative Agent in this Article X with respect to any acts taken or omissions suffered by such L/C Arranger in connection with Letters of Credit caused to be issued by it or proposed to be issued by the L/C Bank and the applications and agreements for letters of credit pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in this Article X and in the definition of "Agent-Related Person" included such L/C Arranger with respect to such acts or omissions, and (ii) as additionally provided herein with respect to such L/C Arranger.

(c) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (in its capacities as a Lender and L/C Arranger (if applicable)) hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of (and to hold any security interest, charge or other Lien created by the Collateral Documents for and on behalf of or on trust for) such Lender for purposes of acquiring, holding

and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as “collateral agent” (and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 10.02 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Article X (including Section 10.07, as though such co-agents, sub-agents and attorneys-in-fact were the “collateral agent” under the Loan Documents) as if set forth in full herein with respect thereto.

Section 10.02 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents or of exercising any rights and remedies thereunder) by or through Affiliates, agents, employees or attorneys-in-fact, such sub-agents as shall be deemed necessary by the Administrative Agent, and shall be entitled to advice of counsel, both internal and external, and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

Section 10.03 Liability of the Administrative Agent. No Agent-Related Person shall (a) be liable to any Lender for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein), or (b) be responsible in any manner to any Lender or Participant for any recital, statement, representation or warranty made by any Loan Party or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or the perfection or priority of any Lien or security interest created or purported to be created under the Collateral Documents, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lender or Participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party or any Affiliate thereof.

Section 10.04 Reliance by the Administrative Agent. (a) The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel

to any Loan Party), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(b) For purposes of determining compliance with the conditions specified in Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 10.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or the Borrower referring to this Agreement, describing such Default and stating that such notice is a “notice of default”. The Administrative Agent will promptly notify the Lenders of its receipt of any such notice. The Administrative Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders in accordance with Article IX; provided that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

Section 10.06 Credit Decision; Disclosure of Information by the Administrative Agent. Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by the Administrative Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower and the other Loan Parties hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in

taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the other Loan Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of any Agent-Related Person.

Section 10.07 Indemnification of the Administrative Agent. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), pro rata, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities to the extent incurred by it; provided that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities to the extent resulting from such Agent-Related Person's own gross negligence or willful misconduct, as determined by the final non-appealable judgment of a court of competent jurisdiction; provided that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 10.07. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 10.07 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower; provided that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, if any. The undertaking in this Section 10.07 shall survive termination of the Aggregate Commitments, the payment of all other Obligations and the resignation of the Administrative Agent.

Section 10.08 The Administrative Agent in its Individual Capacity. The Administrative Agent and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though the Administrative Agent were not the Administrative Agent hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, the Administrative Agent or its Affiliates may receive information regarding any Loan Party or any Affiliate of a Loan Party (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall not be under any obligation to provide such information to them. With respect to its Loans, if any, the Administrative Agent shall have the

same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent, and the terms “Lender” and “Lenders” include Silver Point in its individual capacity.

Section 10.09 Successor Agents. The Administrative Agent may resign as the Administrative Agent upon thirty (30) days’ notice to the Lenders and the Borrower. If the Administrative Agent resigns under this Agreement, the Required Lenders shall appoint a successor agent for the Lenders. If no successor agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent hereunder, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and the term “Administrative Agent”, shall mean such successor administrative agent and/or supplemental administrative agent, as the case may be, and the retiring Administrative Agent’s appointment, powers and duties as the Administrative Agent shall be terminated. After the retiring Administrative Agent’s resignation hereunder as the Administrative Agent, the provisions of this Article X and Section 11.04 and Section 11.05 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent under this Agreement. If no successor agent has accepted appointment as the Administrative Agent by the date which is thirty (30) days following the retiring Administrative Agent’s notice of resignation, the retiring Administrative Agent’s resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. Lenders assuming the role of Administrative Agent as specified in the immediately preceding sentence shall assume the rights and obligations of the Administrative Agent (including the indemnification provisions set forth in Section 10.07) as if each such Lender were the Administrative Agent. Upon the acceptance of any appointment as the Administrative Agent hereunder by a successor and upon the execution and filing or recording of such financing statements, or amendments thereto, and such amendments or supplements to the Mortgages, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may reasonably request, in order to continue the perfection of the Liens granted or purported to be granted by the Collateral Documents, the successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under the Loan Documents.

Section 10.10 Administrative Agent May File Proofs of Claim. The Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

- (a) to file and prove an administrative claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and

advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 2.09 and Section 11.04 or otherwise hereunder) allowed in the Chapter 11 Cases or other applicable proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(c) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due to the Administrative Agent under Section 2.09 and Section 11.04 or otherwise hereunder.

Section 10.11 Release of Collateral and Guaranty. The Lenders and each L/C Arranger irrevocably agree and authorize the Administrative Agent:

(a) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full in cash of all Obligations (other than (A) contingent indemnification obligations not yet accrued and payable and (B) any other obligation (including a guarantee) that is contingent in nature) and the expiration or termination of all Letters of Credit (the date upon which the conditions in this Section 10.11(a)(i) shall have been satisfied, the "Termination Date"), (ii) upon any permitted sale, lease, transfer or other disposition of any item of Collateral of any Loan Party (including, without limitation, as a result of the sale, in accordance with the terms of the Loan Documents, of the Loan Party that owns such Collateral) in accordance with the terms of the Loan Documents, (iii) subject to Section 11.01, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders, or (iv) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under its Guaranty pursuant to clause (b) below; and

(b) in the case of any Subsidiary, such Person ceasing to be subject to the Collateral and Guarantee Requirement and Section 6.11 as a result of a transaction permitted hereunder (as certified by a Responsible Officer) and the Borrower notifying the Administrative Agent in writing that it wishes such Guarantor to be released from its obligations under the Guaranty.

The Administrative Agent will, at the Borrower's expense, execute and deliver to such Loan Party such documents as such Loan Party may reasonably request to evidence the release of Collateral pursuant to this Section 10.11 from the assignment and security interest granted under the Collateral Documents (or the release of the Guarantor from its Guarantee Obligations in respect of the Obligations) in accordance with the terms of the Loan Documents (provided that the Borrower shall have delivered to the Administrative Agent a certificate of a

Responsible Officer certifying that such transaction has been consummated in compliance with the Loan Documents). Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release its interest in particular types or items of property in accordance with this Section 10.11.

Section 10.12 Other Agents; Arrangers and Managers. None of the Lenders shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders shall have or be deemed to have any fiduciary relationship with any other Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the other Lenders in deciding to enter into this Agreement or in taking or not taking action hereunder.

Section 10.13 Appointment of Supplemental Administrative Agent. (a) It is the purpose of this Agreement and the other Loan Documents that there shall be no violation of any Law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as agent or trustee in such jurisdiction. It is recognized that in case of litigation under this Agreement or any of the other Loan Documents, and in particular in case of the enforcement of any of the Loan Documents, or in case the Administrative Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be desirable or necessary in connection therewith, the Administrative Agent is hereby authorized to appoint an additional individual or institution selected by the Administrative Agent in its sole discretion as a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent or administrative co-agent (any such additional individual or institution being referred to herein individually as a "Supplemental Administrative Agent" and collectively as "Supplemental Administrative Agents").

(b) In the event that the Administrative Agent appoints a Supplemental Administrative Agent with respect to any Collateral, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to the Administrative Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Administrative Agent to the extent, and only to the extent, necessary to enable such Supplemental Administrative Agent to exercise such rights, powers and privileges with respect to such Collateral and to perform such duties with respect to such Collateral, and every covenant and obligation contained in the Loan Documents and necessary to the exercise or performance thereof by such Supplemental Administrative Agent shall run to and be enforceable by either the Administrative Agent or such Supplemental Administrative Agent, and (ii) the provisions of this Article X and of Section 11.04 and Section 11.05 that refer to the Administrative Agent shall inure to the benefit of such Supplemental Administrative Agent and all references therein to the Administrative Agent shall be deemed to be references to the Administrative Agent and/or such Supplemental Administrative Agent, as the context may require.

(c) Should any instrument in writing from any Loan Party be required by any Supplemental Administrative Agent so appointed by the Administrative Agent for more fully and certainly vesting in and confirming to him or it such rights, powers, privileges and duties, the Borrower shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all

such instruments promptly upon request by the Administrative Agent. In case any Supplemental Administrative Agent, or a successor thereto, shall die, become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Administrative Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent until the appointment of a new Supplemental Administrative Agent.

Section 10.14 Certain Bankruptcy Matters.

(a) The Borrower and Holdings hereby agree that upon the entry of the Interim Order or the Final Order, as applicable, the Obligations shall (i) constitute superpriority allowed administrative expense claims in the Bankruptcy Case having priority pursuant to Section 364(c)(1) of the Bankruptcy Code over all administrative expense claims and unsecured claims against any Loan Party now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code and all superpriority administrative expense claims granted to any other Person, subject, as to priority, only to the Carve-Out, the establishment of which superpriority shall have been approved and authorized by the Bankruptcy Court and (ii) be secured pursuant to Sections 364(c)(2), (c)(3) and (d)(1) of the Bankruptcy Code subject only to Specified Liens and, to the extent provided in any of the Financing Orders, shall not be subject to claims against the Collateral pursuant to Section 506(c) of the Bankruptcy Code.

(b) The Administrative Agent's Liens and the administrative expense claim priority granted pursuant to clause (a) above have been independently granted by the Loan Documents, and may be independently granted by other Loan Documents heretofore or hereafter entered into. The Administrative Agent's Liens and the administrative expense claim priority granted pursuant to clause (a) above, this Agreement, the Interim Order, the Final Order and the other Loan Documents supplement each other, and the grants, priorities, rights and remedies of the Lenders and the Administrative Agent hereunder and thereunder are cumulative. In the event of a direct conflict between the Interim Order or the Final Order, on the one hand, and any other Loan Document, on the other hand, the Interim Order or the Final Order, as the case may be, shall control.

(c) Notwithstanding anything to the contrary contained herein or elsewhere:

(i) The Administrative Agent's Liens on Collateral of the Loan Parties shall be deemed valid and perfected by entry of the Interim Order and the Final Order, as the case may be, which entry of the Interim Order shall have occurred on or prior to the Closing Date. The Administrative Agent and the Lenders shall not be required to file, register or publish any financing statements, mortgages, hypothecs, notices of Lien or similar instruments in any jurisdiction or filing or registration office, or to take possession of any Collateral or to take any other action in order to validate, render enforceable or perfect the Liens on Collateral granted by or pursuant to this Agreement, the Interim Order, the Final Order or any other Loan Document. If the Administrative Agent or the Required Lenders shall, in its or their sole discretion, from time to time elect to file, register or publish any such financing statements, mortgages, hypothecs, notices of Lien or similar instruments, take possession of any Collateral, or take any other action to

validate, render enforceable or perfect all or any portion of the Administrative Agent's Liens on Collateral, all such documents and actions shall be deemed to have been filed, registered, published or recorded or taken at the time and on the date the Interim Order is entered.

(ii) The Liens, lien priorities, superpriority administrative expense claims and other rights and remedies granted to the Administrative Agent and the Lenders pursuant to this Agreement, the Interim Order, the Final Order or the other Loan Documents (specifically including, but not limited to, the existence, perfection, enforceability and priority of the Liens provided for herein and therein, and the administrative expense claim priority provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of debt by the Borrower (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by dismissal or conversion of the Chapter 11 Cases, or by any other act or omission whatsoever. Without limiting the generality of the foregoing, notwithstanding any such order, financing, extension, incurrence, dismissal, conversion, act or omission:

(A) except for the Carve-Out, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or any conversion of the same or in any other proceedings related thereto, and no priority claims, are or will be prior to or on a parity with any claim of any Lender or the Administrative Agent against the Borrower in respect of any Obligation;

(B) the Administrative Agent's Liens on Collateral shall constitute valid, enforceable and perfected first priority Liens subject only to Specified Liens, to which such Liens shall or may be subordinate and junior, and shall be prior to all other Liens, now existing or hereafter arising, in favor of any other creditor or other Person; and

(C) the Administrative Agent's Liens on the Collateral shall continue to be valid, enforceable and perfected without the need for the Administrative Agent or any Lender to file, register or publish any financing statements, mortgages, hypothecs, notices of Lien or similar instruments or to otherwise perfect the Administrative Agent's Liens under applicable nonbankruptcy law.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that:

(a) no amendment, waiver or consent shall, unless in writing and signed by all of the Lenders (other than any Lender that is, at such time, a Defaulting Lender), do any of the following at any time:

(i) change the number of Lenders or the percentage of (x) the Commitments or (y) the aggregate unpaid principal amount of Loans that, in each case, shall be required for the Lenders or any of them to take any action hereunder (including pursuant to any change to the definition of “Required Lenders”),

(ii) release one or more Guarantors (or otherwise limit such Guarantors’ liability with respect to the Obligations owing to the Administrative Agent and the Lenders under the Guaranties) if such release or limitation is in respect of all or substantially all of the value represented by the Guaranties to the Lenders,

(iii) release, or subordinate the Administrative Agent’s Liens in, all or substantially all of the Collateral in any transaction or series of related transactions (other than in connection with any sale of Collateral permitted herein),

(iv) amend any provision of Section 2.16, or

(v) amend any provision of this Section 11.01;

(b) no amendment, waiver or consent shall, unless in writing and signed by each Lender specified below for such amendment, waiver or consent:

(i) increase the Commitments of a Lender without the consent of such Lender;

(ii) reduce the principal of, or stated rate of interest on, or stated premium payable on, the Loans owed to a Lender or any fees or other amounts stated to be payable hereunder or under the other Loan Documents to such Lender without the consent of such Lender; provided if the Required Lenders agree to waive any Event of Default and such waiver is effective in accordance with this Section 11.01 or if the Required Lenders agree to change any financial definitions that would reduce the stated rate of interest or any fees or other non-principal amounts stated to be payable hereunder or under the other Loan Documents pursuant to any amendment, waiver or consent not being effected in order to reduce the stated rate of interest or such fees or other amounts, then only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrower to pay interest at the Default Rate in connection with such waived Event of Default or reduce the stated rate of interest or such fees in connection with such amendment, waiver or consent described in this proviso to clause (b)(ii), as applicable; or

(iii) postpone any date scheduled for any payment of principal of, or interest on, the Loans pursuant to Section 2.07 or Section 2.08, any date

scheduled for payment or for any date fixed for any payment of fees hereunder in each case payable to a Lender without the consent of such Lender; or

(iv) change the order of application of any reduction in the Commitments set forth in the applicable provisions of Section 2.06(c) or Section 9.03 in any manner that adversely affects the Lenders without the consent of each Lender directly and adversely affect thereby or otherwise change any provision requiring the pro rata distributions hereunder among the Lenders without all Lenders' consent; or

(v) modify Section 2.13 without the consent of each Lender directly and adversely affected thereby;

provided further that no amendment, waiver or consent shall, unless in writing and signed by an L/C Arranger, in addition to the Administrative Agent and Lenders required above to take such action, affect the rights or obligations of such L/C Arranger under this Agreement; and provided further that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement or the other Loan Documents.

Notwithstanding anything to the contrary contained in this Section 11.01, this Agreement and any other Loan Document may be amended, supplemented and waived with the consent of the Administrative Agent and the Borrower without the need to obtain the consent of any other Lender if such amendment, supplement or waiver is delivered in order to (A) cure ambiguities, omissions, mistakes or defects or (B) to cause any Collateral Document to be consistent with this Agreement and the other Loan Documents.

Section 11.02 Notices and Other Communications; Facsimile and Electronic Copies. (a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Loan Document shall be in writing (including by facsimile transmission) (and, as to service of process, only in writing and in accordance with applicable law) and, to the extent set forth in Section 11.02(e), in an electronic medium and delivered as set forth in Section 11.02(e). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower:

Transtar Holding Company
7350 Young Drive
Cleveland, Ohio 44146
Attn: Joseph Santangelo, Chief Financial Officer
Tel: (440) 235-5100
Fax: (214) 245-5882
Email: jsantangelo@transtar1.com

With a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019-6099
Attn: Leonard Klingbaum, Esq.
Tel: (212) 728-8290
Fax: (212) 728-9290
Email: lklingbaum@willkie.com

(ii) if to the Administrative Agent or an L/C Arranger, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 11.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties from time to time; and

(iii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a written notice to the Borrower, the Administrative Agent and the L/C Arranger.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of Section 11.02(b)), when delivered; provided that notices and other communications to the Borrower, the Administrative Agent and the L/C Arranger pursuant to Article II shall not be effective until actually received by such Person during the Person's normal business hours. In no event shall a voice mail message be effective as a notice, communication or confirmation hereunder.

(b) Effectiveness of Facsimile Documents and Signatures. Loan Documents may be transmitted and/or signed by facsimile or other electronic transmission (including a .pdf or .tif copy); provided that original copies are delivered promptly thereafter (it being understood that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission).

(c) Reliance by the Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify each Agent-Related Person and each Lender from all losses, costs, expenses and liabilities resulting

from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower in the absence of gross negligence or willful misconduct by such Agent-Related Person or such Lender. All telephonic notices to the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

(d) Notice to other Loan Parties. The Borrower agrees that notices to be given to any other Loan Party under this Agreement or any other Loan Document may be given to the Borrower in accordance with the provisions of this Section 11.02 with the same effect as if given to such other Loan Party in accordance with the terms hereunder or thereunder.

(e) The Borrower hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing, Borrowing or other Credit Extension (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under this Agreement or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other Credit Extension hereunder (all such non-excluded communications being referred to herein collectively as "Communications"), by transmitting the Communications in an electronic/soft medium in a format acceptable to the Administrative Agent to an electronic mail address specified by the Administrative Agent to the Borrower. In addition, the Borrower agrees to continue to provide the Communications to the Administrative Agent in the manner specified in the Loan Documents but only to the extent requested by the Administrative Agent. The Borrower further agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on IntraLinks or a substantially similar electronic transmission system (the "Platform").

(f) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES (COLLECTIVELY, "AGENT PARTIES") HAVE ANY LIABILITY TO THE BORROWER, ANY LENDER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE

BORROWER'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY AGENT PARTY IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH AGENT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(g) The Administrative Agent agrees that the receipt in accordance with Section 11.02 of the Communications by the Administrative Agent at its e-mail address set forth on Schedule 11.02 shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents. Each Lender agrees that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees (i) to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address. Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

(h) Each Loan Party hereby acknowledges that certain of the Lenders may be "public-side" Lenders (*i.e.*, Lenders that do not wish to receive material non-public information with respect to any Loan Party or its securities) (each, a "Public Lender"). Each Loan Party hereby agrees that (i) Communications that are to be made available on the Platform to Public Lenders who notify the Borrower and the Administrative Agent of such Lender's status as a Public Lender shall be clearly and conspicuously marked by such Loan Party as "PUBLIC," which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof, (ii) by marking Communications "PUBLIC," each Loan Party shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Communications as either publicly available information or not material information (although it may contain sensitive business information and remains subject to the confidentiality undertakings of Section 11.08) with respect to such Loan Party or its securities for purposes of United States Federal and state securities laws, (iii) all Communications marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information," and (iv) the Administrative Agent shall be entitled to treat any Communications that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

(i) EACH LENDER ACKNOWLEDGES THAT UNITED STATES FEDERAL AND STATE SECURITIES LAWS PROHIBIT ANY PERSON WITH MATERIAL, NON-PUBLIC INFORMATION ABOUT AN ISSUER FROM PURCHASING OR SELLING SECURITIES OF SUCH ISSUER OR, SUBJECT TO CERTAIN LIMITED EXCEPTIONS, FROM COMMUNICATING SUCH INFORMATION TO ANY OTHER PERSON. EACH LENDER AGREES TO COMPLY WITH APPLICABLE LAW AND ITS RESPECTIVE CONTRACTUAL OBLIGATIONS WITH RESPECT TO CONFIDENTIAL AND MATERIAL NON-PUBLIC INFORMATION. Each Lender that is not a Public Lender confirms to the Administrative Agent that such Lender has adopted and will maintain internal

policies and procedures reasonably designed to permit such Lender to take delivery of Restricting Information (as defined below) and maintain its compliance with applicable law and its respective contractual obligations with respect to confidential and material non-public information. A Public Lender may elect not to receive Communications and Information that contains material non-public information with respect to the Loan Parties or their securities (such Communications and Information, collectively, "Restricting Information"), in which case it will identify itself to the Administrative Agent as a Public Lender. Such Public Lender shall not take delivery of Restricting Information and shall not participate in conversations or other interactions with the Agent Parties, any Lender or any Loan Party in which Restricting Information may be discussed. No Agent Party, however, shall by making any Communications and Information (including Restricting Information) available to a Lender (including any Public Lender), by participating in any conversations or other interactions with a Lender (including any Public Lender) or otherwise, be responsible or liable in any way for any decision a Lender (including any Public Lender) may make to limit or to not limit its access to the Communications and Information. In particular, no Agent Party shall have, and the Administrative Agent, on behalf of all Agent Parties, hereby disclaims, any duty to ascertain or inquire as to whether or not a Lender (including any Public Lender) has elected to receive Restricting Information, such Lender's policies or procedures regarding the safeguarding of material nonpublic information or such Lender's compliance with applicable laws related thereto. Each Public Lender acknowledges that circumstances may arise that require it to refer to Communications and Information that might contain Restricting Information. Accordingly, each Public Lender agrees that it will nominate at least one designee to receive Communications and Information (including Restricting Information) on its behalf and identify such designee (including such designee's contact information) on such Public Lender's Administrative Questionnaire. Each Public Lender agrees to notify the Administrative Agent in writing from time to time of such Public Lender's designee's address to which notice of the availability of Restricting Information may be sent. Each Public Lender confirms to the Administrative Agent and the Lenders that are not Public Lenders that such Public Lender understands and agrees that the Administrative Agent and such other Lenders may have access to Restricting Information that is not available to such Public Lender and that such Public Lender has elected to make its decision to enter into this Agreement and to take or not take action under or based upon this Agreement, any other Loan Document or related agreement knowing that, so long as such Person remains a Public Lender, it does not and will not be provided access to such Restricting Information. Nothing in this Section 11.02(i) shall modify or limit a Lender's (including any Public Lender) obligations under Section 11.08 with regard to Communications and Information and the maintenance of the confidentiality of or other treatment of Communications or Information.

Section 11.03 No Waiver; Cumulative Remedies. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Section 11.04 Costs and Expenses. The Borrower agrees to pay or reimburse all DIP Transaction Expenses, including, but not limited to (a) to pay or reimburse the Administrative Agent for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights or remedies under this Agreement or the other Loan Documents (including all costs and expenses incurred in connection with any workout or restructuring in respect of the Loans, all costs and expenses incurred in connection with the preservation, disposal and evaluation of the Collateral, all such costs and expenses incurred during any legal proceeding, including any proceeding in the Chapter 11 Cases, and including counsel to Administrative Agent), and (b) without limiting the generality of the foregoing, all reasonable fees and expenses of any financial advisory, appraisers or accounting firm retained by or for the benefit of the Administrative Agent (the Borrower's obligation to pay all such costs, expenses and charges includes, without limitation, any such costs, expenses and charges that accrue after any conversion of the Chapter 11 Cases to proceedings administered under Chapter 7 of the Bankruptcy Code). The foregoing costs and expenses shall include all reasonable search, filing, recording and title insurance charges and fees related thereto, and other reasonable and documented out-of-pocket expenses incurred by the Administrative Agent. The agreements in this Section 11.04 shall survive the termination of the Aggregate Commitments and repayment of all other Obligations. All amounts due under this Section 11.04 shall be paid within ten (10) Business Days of receipt by the Borrower of an invoice relating thereto setting forth such expenses in reasonable detail. If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of such Loan Party by the Administrative Agent in its sole discretion.

Section 11.05 Indemnification by the Borrower. (a) Whether or not the transactions contemplated hereby are consummated, the Borrower shall indemnify and hold harmless each Agent-Related Person, each L/C Arranger, each Lender and their respective Affiliates, directors, officers, employees, counsel, agents, trustees, investment advisors and attorneys-in-fact (collectively the "Indemnitees") from and against any and all liabilities, obligations, losses, taxes, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including counsel to each of the Administrative Agent and the Lenders) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (i) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, (ii) any Commitment, Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by an L/C Arranger to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on, at, under or from any property currently or formerly owned or operated by the Borrower, any Subsidiary or any other Loan Party, or any Environmental Liability related to the Borrower, any Subsidiary or any other Loan Party, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) (any of the foregoing described in this clause (iv), a "Proceeding") (all the foregoing described in clauses (i) to (iv), collectively, the "Indemnified Liabilities"), in all cases, whether or not caused

by or arising, in whole or in part, out of the negligence of the Indemnitee and whether brought by an Indemnitee, a third party or by the Borrower or any other Loan Party or any of the Borrower's or such Loan Party's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto and whether or not any of the transactions contemplated hereby are consummated; provided that such indemnity shall not, as to any Indemnitees, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements resulted from the gross negligence, willful misconduct of, or material breach in bad faith of its obligations under the Loan Documents by, such Indemnitee or of any affiliate, director, officer, employee, counsel, agent or attorney-in-fact of such Indemnitee as determined by a final non-appealable judgment of a court of competent jurisdiction, and except to the extent resulting from claims between or among any Lenders in their capacity as such). No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through the Platform, nor shall any Indemnitee or any Loan Party have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document. All amounts due in respect of costs, expenses and disbursements under this Section 11.05 shall be paid within ten (10) Business Days after demand therefor; provided, that each Indemnitee receiving any such reimbursement shall repay such amounts to the relevant Loan Party in the event that such Indemnitee shall not be entitled thereto pursuant to the provisions hereof. The agreements in this Section 11.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender or any L/C Arranger, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

(b) The Borrower shall not be liable for any settlement of any Proceedings effected without its consent (which consent shall not be unreasonably withheld or delayed), but if settled with the Borrower's consent or if there is a final judgment for the plaintiff in such Proceedings, the Borrower shall indemnify and hold harmless each Indemnitee from and against any Indemnified Liabilities in accordance with the foregoing clause (a). The Borrower shall not, without the prior written consent of an Indemnitee (which consent shall not be unreasonably withheld or delayed), effect any settlement or consent to the entry of any judgment of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnitee unless (i) such settlement includes an unconditional release of such Indemnitee in form and substance satisfactory to such Indemnitee from all liability on claims that are the subject matter of such Proceedings, (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnitee and (iii) contains customary confidentiality and non-disparagement provisions.

(c) In the event that an Indemnitee is requested or required to appear as a witness in any action brought by or on behalf of or against the Borrower or any of its Subsidiaries or Affiliates in which such Indemnitee is not named as a defendant, the Borrower shall reimburse such Indemnitee for all reasonable expenses incurred by it in connection with such Indemnitee's appearing and preparing to appear as such a witness, including without limitation, the reasonable fees and expenses of its legal counsel.

Section 11.06 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff

or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding in the Chapter 11 Cases or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate.

Section 11.07 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 11.07(b), (ii) by way of participation in accordance with the provisions of Section 11.07(d), (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.07(e) or (iv) to an SPV in accordance with the provisions of Section 11.07(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 11.07(d) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Loans at the time owing to it (in each case with respect to any Facility) or contemporaneous assignments to related Approved Funds (determined after giving effect to such assignments) that equal at least the amount specified in paragraph (b)(i)(B) of this Section in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in paragraph (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the

principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if “Trade Date” is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$1,000,000 unless the Administrative Agent consents (such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement with respect to the Loan or the Commitment assigned.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section and, in addition:

(A) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) any unfunded Commitments if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund, or (ii) any Loans to a Person who is not a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) [reserved].

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$5,000; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made to (A) the Borrower or any of the Borrower’s Affiliates or Subsidiaries, (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender or a Subsidiary thereof or (C) any Disqualified Institution, subject to Section 11.07(h).

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural Person.

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including

funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, each L/C Arranger and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 11.07(c), from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, 11.04 and 11.05 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender

shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Borrower, the Administrative Agent, the L/C Arrangers and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 10.07 with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement or the other Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Section 11.01(a) or Section 11.01(b) that directly affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the requirements and limitations therein, including the requirements under Section 3.01(g) (it being understood that the documentation required under Section 3.01(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Section 3.02(a) as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Sections 3.01 or 3.04, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 3.07(b) with respect to any Participant. To the extent permitted by applicable Law, each Participant also shall be entitled to the benefits of Section 11.09 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.13 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to

a Federal Reserve Bank or central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) SPVs. Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "SPV") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPV to fund any Loan and (ii) if an SPV elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. Each party hereto hereby agrees that (i) neither the grant to any SPV nor the exercise by any SPV of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Agreement (including its obligations under Section 3.01, 3.04 or 3.05), (ii) no SPV shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable and such liability shall remain with the Granting Lender, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPV hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Notwithstanding anything to the contrary contained herein, any SPV may (i) with notice to, but without prior consent of the Borrower and the Administrative Agent, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee Obligation or credit or liquidity enhancement to such SPV.

(g) Security Interests. Notwithstanding anything to the contrary contained herein, (1) any Lender may in accordance with applicable Law create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it and (2) any Lender that is a Fund may create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; provided that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 11.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(h) Disqualified Institutions. (i) Notwithstanding anything herein to the contrary, no assignment shall be made to any Person that was a Disqualified Institution as of the date (the "Trade Date") on which the assigning Lender entered into a binding agreement to sell and assign all or a portion of its rights and obligations under this Agreement to such Person (unless the Borrower has consented to such assignment in writing in its sole and absolute discretion, in which case such Person will not be considered a Disqualified Institution for the purpose of such assignment or participation). For the avoidance of doubt, with respect to any

assignee that becomes a Disqualified Institution after the applicable Trade Date (including as a result of the delivery of a notice pursuant to, and/or the expiration of the notice period referred to in, the definition of “Disqualified Institution”), (x) such assignee shall not retroactively be disqualified from becoming a Lender and (y) the execution by the Borrower of an Assignment and Assumption with respect to such assignee will not by itself result in such assignee no longer being considered a Disqualified Institution. Any assignment in violation of this clause (h)(i) shall not be void, but the other provisions of this clause (h) shall apply.

(ii) If any assignment is made to any Disqualified Institution without the Borrower’s prior written consent in violation of clause (i) above, or if any Person becomes a Disqualified Institution after the applicable Trade Date, the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent, (A) terminate any Commitment of such Disqualified Institution and repay all obligations of the Borrower owing to such Disqualified Institution in connection with such Commitment, (B) in the case of outstanding Loans held by Disqualified Institutions, prepay such Loan by paying the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such Loans, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder and/or (C) require such Disqualified Institution to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 11.07), all of its interest, rights and obligations under this Agreement to one or more Eligible Assignees at the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such interests, rights and obligations of such Loans, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder.

(iii) Notwithstanding anything to the contrary contained in this Agreement, Disqualified Institutions (A) will not (x) have the right to receive information, reports or other materials provided to Lenders by the Borrower, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (B) (x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Loan Document, each Disqualified Institution will be deemed to have consented in the same proportion as the Lenders that are not Disqualified Institutions consented to such matter, and (y) for purposes of voting on any Reorganization Plan, each Disqualified Institution party hereto hereby agrees (1) not to vote on such Reorganization Plan, (2) if such Disqualified Institution does vote on such Reorganization Plan notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be “designated” pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such Reorganization Plan in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by any party for a determination by the Bankruptcy Court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

(iv) The Administrative Agent shall have the right, and the Borrower hereby expressly authorizes the Administrative Agent, to (A) post the list of Disqualified Institutions provided by the Borrower and any updates thereto from time to time (collectively, the “DQ List”) on the Platform, including that portion of the Platform that is designated for “public side” Lenders and/or (B) provide the DQ List to each Lender requesting the same.

(i) Notwithstanding anything to the contrary contained herein, any L/C Arranger may, upon thirty (30) days’ notice to the Borrower and the Lenders, resign as an L/C Arranger; provided that on or prior to the expiration of such 30-day period with respect to such resignation, the relevant L/C Arranger shall have identified a successor L/C Arranger willing to accept its appointment as successor L/C Arranger. If an L/C Arranger resigns as an L/C Arranger, it shall retain all the rights and obligations of an L/C Arranger hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an L/C Arranger and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans pursuant to Section 2.03) if no successor L/C Arranger is appointed by the date which is thirty (30) days following the resigning L/C Arranger’s notice of resignation, the resigning L/C Arranger’s resignation shall nonetheless become effective and the Letter of Credit Commitment of such resigning L/C Arranger shall automatically terminate.

Section 11.08 Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information and to not use or disclose such information, except that Information may be disclosed (a) to its Affiliates and its and its Affiliates’ directors, officers, employees, trustees, investment advisors and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent requested by any Governmental Authority or examiner regulating any Lender; (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process; (d) to any other party to this Agreement; (e) to any pledgee referred to in Section 11.07(e) or Section 11.07(g), Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (f) with the written consent of the Borrower; (g) to the extent such Information becomes publicly available other than as a result of a breach of this Section 11.08 by the disclosing party; (h) to any rating agency when required by it (it being understood that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Information relating to the Loan Parties received by it from such Lender); (i) to the extent not known by it to consist of non-public information, (j) for purposes of establishing a “due diligence” defense or (k) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Administrative Agent and the Lenders in connection with the administration and management of this Agreement, the other Loan Documents, the Commitments, and the Loans and Letters of Credit. For the purposes of this Section 11.08, “Information” means all information received from any Loan Party or its

Affiliates or its Affiliates' directors, officers, employees, trustees, investment advisors or agents, relating to Holdings, the Borrower or any of their Subsidiaries or their business, other than any such information that is publicly available to the Administrative Agent or any Lender prior to disclosure by any Loan Party other than as a result of a breach of this Section 11.08, including, without limitation, information delivered pursuant to Section 6.01, 6.02 or 6.03 hereof.

Section 11.09 Setoff. In addition to any rights and remedies of the Administrative Agent and the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Lender and its Affiliates, each L/C Arranger and its Affiliates and the Administrative Agent and its Affiliates is authorized at any time and from time to time, without prior notice to the Borrower or any other Loan Party, any such notice being waived by the Borrower (on its own behalf and on behalf of each Loan Party and its Subsidiaries) to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness at any time owing by, such Lender and its Affiliates, such L/C Arranger and its Affiliates or the Administrative Agent and its Affiliates, as the case may be, to or for the credit or the account of the respective Loan Parties and their Subsidiaries against any and all Obligations owing to such Lender and its Affiliates, such L/C Arranger and its Affiliates or the Administrative Agent and its Affiliates hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not the Administrative Agent, such L/C Arranger or such Lender or Affiliate shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Each Lender, the Administrative Agent and each L/C Arranger agrees promptly to notify the Borrower and the Administrative Agent after any such set off and application made by such Lender, the Administrative Agent or such L/C Arranger, as the case may be; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Administrative Agent, each Lender and each L/C Arranger under this Section 11.09 are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent, such Lender and such L/C Arranger may have.

Section 11.10 Counterparts. This Agreement and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile transmission or other electronic transmission (including a .pdf or .tif copy) of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document; provided that original signatures shall be promptly delivered thereafter, it being understood that that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission.

Section 11.11 Integration. This Agreement comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict or inconsistency between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; provided that the inclusion of supplemental rights or remedies in favor of the Administrative Agent or the Lenders in any other Loan Document

shall not be deemed a conflict or inconsistency with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

Section 11.12 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

Section 11.13 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 11.14 GOVERNING LAW. (a) THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT, WITH RESPECT TO ANY OTHER LOAN DOCUMENT, AS OTHERWISE EXPRESSLY PROVIDED THEREIN); PROVIDED THAT THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) EXCEPT FOR MATTERS WITHIN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT, ANY LEGAL ACTION OR PROCEEDING ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE BORROWER, HOLDINGS, THE ADMINISTRATIVE AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EXCEPT FOR MATTERS WITHIN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT, THE BORROWER, HOLDINGS, THE ADMINISTRATIVE AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

Section 11.15 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 11.15 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 11.16 Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower, Holdings and the Administrative Agent, and the Administrative Agent shall have been notified by each Lender and each L/C Arranger that each such Lender and L/C Arranger has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, the Administrative Agent and each Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders.

Section 11.17 Lender Action. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party or any other obligor under any of the Loan Documents (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures, with respect to any Collateral or any other property of any such Loan Party, without the prior written consent of the Administrative Agent. The provision of this Section 11.17 are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party.

Section 11.18 PATRIOT Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the PATRIOT Act. The Borrower agrees to provide, and to cause each other Loan Party to provide, such information promptly upon request.

Section 11.19 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each of the Borrower and Holdings acknowledges and agrees, and acknowledges and agrees that it has informed its other Affiliates, that: (i) (A) no fiduciary, advisory or agency relationship between any of the Borrower, Holdings and their respective Subsidiaries and the Administrative Agent or any Lender is intended to be or has been created in respect of any of the transactions contemplated

hereby and by the other Loan Documents, irrespective of whether the Administrative Agent or any Lender has advised or is advising any of the Borrower, Holdings and their respective Subsidiaries on other matters, (B) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Subsidiaries, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (C) each of the Borrower and Holdings has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (D) each of the Borrower and Holdings is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent and the Lenders each is and has been acting solely as a principal and, except as may otherwise be expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (B) none of the Administrative Agent or any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and none of the Administrative Agent or any Lender has any obligation to disclose any of such interests and transactions to the Borrower, Holdings or any of their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 11.20 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an EEA Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable;
- (c) a reduction in full or in part or cancellation of any such liability;
- (d) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(e) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

Section 11.21 Conflicts with Financing Orders. In the event of a conflict between any provision of this Agreement and any Financing Order, the Financing Order shall govern.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed as of the date first above written.

SPEEDSTAR HOLDING CORPORATION,
a Debtor and Debtor-in-Possession

By: _____
Name:
Title:

TRANSTAR HOLDING COMPANY,
a Debtor and Debtor-in-Possession

By: _____
Name:
Title:

SILVER POINT FINANCE, LLC
as Administrative Agent

By: _____
Name:
Title:

SPCP GROUP, LLC,
as Lender

By: _____
Name:
Title:

[_____] ,
as Lender

By: _____
Name:
Title:

Exhibit C

Fee Letter

November [], 2016

Transtar Holding Company
7350 Young Drive
Cleveland, Ohio 44146
Attn: Joseph Santangelo, Chief Financial Officer

Re: Administrative Agent Fee Letter

Ladies and Gentlemen:

This is the Fee Letter referred to in that certain Debtor-in-Possession Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among SILVER POINT FINANCE, LLC, as Administrative Agent ("Silver Point" or "Administrative Agent"), SPEEDSTAR HOLDING CORPORATION, a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code ("Holdings"), TRANSTAR HOLDING COMPANY, a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Borrower"), and the other Lenders signatory thereto from time to time. Capitalized terms used in the text of this Fee Letter without definition shall have the meanings assigned to such terms in the Credit Agreement.

In addition to any fees or other amounts payable to Administrative Agent and the Lenders pursuant to the terms of the Credit Agreement and other Loan Documents, the Borrower agrees to pay (or cause to be paid) to Silver Point, a nonrefundable annual administrative agency and collateral management fee of \$450,000 on the Closing Date and in advance on each anniversary thereof.

The Borrower agrees that, once paid, the fee described herein or any part thereof payable hereunder will not be refundable under any circumstances. The fee payable hereunder will be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim. All or any portion of the fee received by Silver Point or one or more of its Affiliates hereunder for the sole benefit of Silver Point or such Affiliate may be allocated to any Affiliate of Silver Point (in Silver Point's sole discretion) in connection with the syndication of the Loans or be shared among Silver Point and its Affiliates. The Borrower further agrees that it will not compensate any Lender in connection with the Credit Agreement except as provided herein and in the Credit Agreement and the other Loan Documents or as otherwise agreed to in writing by Administrative Agent in advance.

The Borrower agrees not to disclose this Fee Letter or the contents hereof except to its accountants, attorneys and other advisors without the prior written consent of Silver Point. Further, the Borrower may make such disclosures of this Fee Letter as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case the Borrower agrees to inform Silver Point promptly thereof). This Fee Letter shall survive the expiration or termination of the Credit Agreement, the execution and delivery of the other Loan Documents and the funding of any or all of the Loans. This Fee Letter shall govern in the event of any inconsistency with the Credit Agreement or the other Loan Documents, as the case may be. This Fee Letter constitutes a Loan Document.

This Fee Letter shall not be assignable by the Borrower without the prior written consent of Silver Point (and any purported assignment without such consent shall be null and void). This Fee Letter may not be amended or waived except by an instrument in writing signed by the Borrower and Silver Point. This Fee Letter may be executed in counterparts, each of which shall be deemed an original and all of which counterparts shall constitute one and the same document. Delivery of an executed signature page of this Fee Letter by facsimile or electronic (including "PDF") transmission shall be effective as delivery of a manually executed counterpart hereof.

THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS FEE LETTER, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Remainder of page intentionally blank; signature pages follow]

Very truly yours,

SILVER POINT FINANCE, LLC

By: _____

Name:

Title: Authorized Signatory

ACCEPTED AND AGREED:

TRANSTAR HOLDING COMPANY,
as Borrower and a Debtor and Debtor-in-Possession

By: _____
Name:
Title: