

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

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

Chapter 11

Case No. 16-13245 (MKV)

(Jointly Administered)

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 The Debtors in these chapter 11 cases include, among others, Transtar Holding Company. A full 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 [Docket No. 3] 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, 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 hereto 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 thirty-five (35) 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 counsel to 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 November 22, 2016; and the relief requested in the Motion being reasonable, appropriate and in the best interests of the Debtors, their creditors, and their estates; and the Court having determined that the relief requested in the Motion is necessary to avoid immediate and irreparable harm; and no objections having been filed; 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. 3), 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. 17), and a proffer of additional direct testimony of Agnes Tang having been made on the record at the Interim Hearing and no party wishing to cross-examine the witnesses; and after due deliberation and sufficient cause appearing therefor;

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

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.

³ These findings of fact and conclusions of law set forth herein are solely for the purposes of this Interim Order.

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.* Under the circumstances, 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. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

4. *Debtors’ Stipulations.* Subject to the limitations contained in paragraph 21 below, and without subparagraphs (a) through (k) below constituting findings of fact or orders of this Court, 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)⁴ (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

⁴ For the avoidance of doubt, any contractual rights of set-off of KeyBank, N.A. as set forth in Section 7.01(i) of the DIP Credit Agreement shall constitute Permitted Liens, and the rights of the DIP Secured Parties and the Prepetition Secured Parties under this Interim Order and the DIP Credit Agreement shall be subject to such Permitted Liens of KeyBank, N.A.

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. Subject to the limitations contained in paragraph 21 below, 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, on an interim basis, to execute, deliver, and perform all obligations under the DIP Documents. The Borrower is hereby authorized, on an interim basis, to immediately borrow money and obtain letters of credit pursuant to the DIP Credit Agreement, a copy of which is attached as Exhibit A, and the Guarantors are hereby authorized, on an interim basis, 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") to the extent authorized by this Court; 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 B.

(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); provided, that, any such amendments, waivers, or modifications must be in writing and signed, and upon notice to the U.S. Trustee and any official committee appointed in these cases no less than three (3) Business Days prior to the effective date of such amendment.

(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.

(f) *Limitations on Interim Relief Granted.* For the avoidance of doubt, the authorization of the DIP Financing and the authorization of the execution of the DIP Documents are solely for the purpose of the interim financing period. Any provisions of the DIP Documents that relate to other financing or to the potential conversion of the DIP Loans to “exit financing” or to fees payable in connection therewith (including, without limitation, any agreement to deliver stock in the Reorganized Debtors to the DIP Lenders) are not approved pursuant to this Interim Order, without prejudice to the parties’s right to seek approval of such terms as part of a final order and/or pursuant to a plan of reorganization.

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 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; (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, or (iii) liens granted to any Depository Institution, solely in its capacity as such, in connection with that Depository Institution continuing to provide cash management services to one or more Debtors post-petition, in each case, (a) other than the Prepetition Liens, and (b) immediately junior to the liens identified in (i), (ii) and (iii) above (the “*Permitted Prior Liens*”). For the avoidance of doubt, liens granted to

any Depository Institution, solely in its capacity as such, in connection with that Depository Institution continuing to provide cash management services to one or more Debtors post-petition shall be superior to the liens of the DIP Secured Parties, the Prepetition First Lien Secured Parties and the Prepetition Second Lien Secured Parties in the Cash Collateral, Prepetition Collateral and the DIP Collateral. Any Depository Institution, solely in its capacity as such, holding such collateral may set off on same in accordance with its agreements with one or more Debtors, and relief from the automatic stay is hereby granted to permit such set off without the need for further authority. To the extent that any control agreement (however named) entered into between a Depository Institution, Debtor and any of the DIP Secured Parties, the Prepetition First Lien Secured Parties and the Prepetition Second Lien Secured Parties is inconsistent with the foregoing, the rights granted the Depository Institution herein shall prevail.

(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), 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, 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), regardless of whether such Professional Fees are 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) [reserved]

(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 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. [reserved]

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 except for 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 except for 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-five (45) business days after the Petition Date, 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 sixty (60) business days after the Petition Date, 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 (which period may be extended by the Court after notice and a hearing for good cause shown); or (z) confirmation of a plan of reorganization or liquidation in any of the Chapter 11 Cases (the "**Challenge Period**").

(ii) Conversion. If the chapter 11 cases are converted to chapter 7 cases prior to the last day of the challenge period, the chapter 7 trustee in such converted cases

shall have a maximum of thirty (30) days after the date on which the cases are converted to commence a challenge proceeding.

(iii) 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.

(iv) 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 upon the expiration of the Challenge Period: (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.* Except as otherwise set forth herein, 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. *Intercreditor Agreement.* Notwithstanding anything to the contrary herein or in the DIP Credit Agreement, neither this Order nor the DIP Credit Agreement amends or modifies the Intercreditor Agreement (as defined in the DIP Credit Agreement).

35. *Final Hearing.* The Final Hearing is scheduled for December 20, 2016 at 10:00 a.m. (EST) before this Court.

36. *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 by no later than 4:00 p.m. (EST) on December 6, 2016 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: Andrew V. Tenzer, 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.

37. 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: New York, New York
November 23, 2016

s/ Mary Kay Vyskocil
HONORABLE MARY KAY VYSKOCIL
UNITED STATES BANKRUPTCY JUDGE