

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SDI SOLUTIONS LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 16-10627 (CSS)

(Joint Administration Requested)

Re: Dkt. No. 11

INTERIM ORDER AUTHORIZING DEBTORS TO: (A) USE CASH COLLATERAL ON AN EMERGENCY BASIS; (B) INCUR POSTPETITION DEBT ON AN EMERGENCY BASIS; (C) PROVIDE ADEQUATE PROTECTION; AND (D) GRANT CERTAIN LIENS AND PROVIDE SECURITY AND OTHER RELIEF TO TO PGV SOLUTIONS MIDWEST, LLC, AS LENDER

This matter came before this Court on the motion (the “**Motion**”) of the above-captioned debtors and debtors in possession (the “**Debtors**”) requesting that this Court enter an interim and final orders authorizing the Debtors to: (a) use certain Cash Collateral on an emergency basis; (b) incur secured Postpetition Debt on an emergency basis; (c) provide adequate protection and (d) grant certain liens, super-priority administrative claims and other relief to PGV Solutions Midwest, LLC (the “**Lender**”) under the Postpetition Loan Agreement.²

This Order shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052 and shall take effect and be fully enforceable as of the Filing Date.

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion and having completed a hearing pursuant to Code § 363 and § 364 and Fed. R. Bankr. P. 4001(c), and upon consideration of the First Day Declaration, the record of the

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are as follows: SDI Solutions LLC (5389); and SDI Opco Holdings, LLC (8848). The mailing address for the Debtors, solely for purposes of notices and communications, is 33 W. Monroe, Suite 400, Chicago, IL 60603.

² Unless otherwise indicated, all capitalized terms used as defined terms herein have the meanings ascribed thereto in Exhibit “1” hereto.

Hearing and all proceedings had before the Court; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor,

**THE MOTION IS GRANTED ON AN INTERIM BASIS AS SET FORTH
HEREIN, AND THE COURT HEREBY FINDS THAT:**

A. On the Filing Date, the Debtors filed voluntary petitions for relief under chapter 11 of the Code. The Debtors have retained possession of their property and continue to operate their businesses as debtors in possession pursuant to Code §§ 1107 and 1108.

B. The Court has jurisdiction over the Cases, the Debtors, property of the Debtors' estates and this proceeding pursuant to 28 U.S.C. §§ 1334. Determination of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue over this Motion is proper under 28 U.S.C. § 1409(a).

C. Subject to entry of a Final Order and the reservation of rights contained in Paragraph 9(a), the Debtors have stipulated and represented to the Court that: (1) the Prepetition First Priority Documents evidence and govern the Prepetition First Priority Obligations, the Prepetition Liens and the prepetition financing relationship between the Debtors and the Prepetition First Priority Lender, and are valid and enforceable by the Prepetition First Priority Lender against the Debtors; (2) as of the Filing Date, the Debtors are liable for payment of the Prepetition First Priority Obligations, and the Prepetition First Priority Obligations shall be an allowed claim, in an amount not less than \$13,400,000; (3) the Prepetition First Priority Obligations constitute the legal, valid and binding obligation of the Debtors, enforceable in accordance with the terms of the Prepetition First Priority Documents; (4) no offsets, defenses or counterclaims to the Prepetition First Priority Obligations exist, and no portion of the Prepetition

First Priority Obligations is subject to avoidance or subordination pursuant to the Code or applicable nonbankruptcy law; (5) the Prepetition Liens, among other things, secure payment of all of the Prepetition First Priority Obligations; and (6) the Prepetition Liens are First Priority Liens, subject only to Permitted Liens.

D. No Committee has yet been appointed in these Cases.

E. Even if the Debtors were authorized to use all available cash collateral, as that term is defined in Code § 363, upon a showing of adequate protection of the interests therein of the Prepetition First Priority Lender, such cash collateral would be insufficient to provide the Debtors with the working capital necessary to prevent immediate and irreparable harm to the Debtors and their estates.

F. The Debtors are unable to obtain unsecured credit allowable under Code § 503(b)(1) sufficient to finance the operations of the Debtors' business. Except as provided below, the Debtors are unable to obtain credit allowable under Code §§ 364(c)(1), (c)(2) or (c)(3) on terms more favorable than those offered by the Lender.

G. Consequently, an immediate need exists for the Debtors to obtain the Postpetition Debt and the balance of the relief requested by the Debtors in order to minimize disruption to and avoid the termination of its business operations, and to enhance the possibility of a successful reorganization.

H. In order to prevent immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, the Debtors need to incur Postpetition Debt on an emergency interim basis as provided herein through the conclusion of such Final Hearing.

I. The Lender has indicated a willingness to extend the Postpetition Debt, but only on the terms and conditions set forth in this Order and the Postpetition Documents. Under the

circumstances of the Cases, the terms and conditions of this Order are a fair and reasonable response to the Debtors' request to incur Postpetition Debt, and the entry of this Order is in the best interests of the Debtors' estates and their creditors. Such terms and conditions have been negotiated in good faith and at arms' length, and the Postpetition Debt is being extended in good faith, as that term is used in Code § 364(e).

J. The notice provided by the Debtors of the Motion, the interim hearing on the Motion, and the entry of this Order satisfy the requirements of Fed. R. Bankr. P. 2002, 4001(c) and 9014 and Code § 363 and § 364 and were otherwise sufficient and appropriate under the circumstances.

WHEREFORE, IT IS HEREBY ORDERED THAT:

1. Authorization to Incur Postpetition Debt.

(a) Approval of Postpetition Documents. As consideration for the extension of the Postpetition Debt, all fees, charges and expenses set forth in the Postpetition Documents, each of which shall be nonrefundable once paid, are hereby approved in their entirety. The Debtors are hereby authorized and directed to: (1) execute the Postpetition Documents, including all documents that the Lender deems necessary to implement the transactions contemplated by the Postpetition Documents; and (2) perform each of their obligations under and comply with all of the terms and provisions of the Postpetition Documents and of this Order. Upon execution and delivery thereof, the Postpetition Documents shall constitute valid and binding obligations of the Debtors, enforceable in accordance with their terms.

(b) Uses of Postpetition Debt. The Debtors are hereby authorized to incur Postpetition Debt: (1) solely in accordance with and pursuant to the terms and provisions of this Order and the Postpetition Documents; and (2) solely to the extent required to pay those

expenses enumerated in the Budget as and when such expenses become due and payable; and (c) upon entry of the Final Order, in accordance with Paragraph 1(c) below. Notwithstanding anything to the contrary in this Paragraph 1(b), however: (1) the Debtors are hereby authorized to incur Postpetition Debt to pay the Postpetition Charges and the Carveout when due and payable; and (2) if the Lender advances monies to the Debtors and the Debtors use such monies other than in accordance with the terms and provisions of this Order or the Postpetition Documents, such advances shall be considered Postpetition Debt for purposes of this Order.

(c) Payment of Prepetition First Priority Obligations. Immediately upon entry of the Final Order, Debtor is hereby authorized and directed to incur Postpetition Debt under Section 2.2(a) of the Postpetition Loan Agreement to repay the then-outstanding Prepetition First Priority Obligations in full on a provisional basis. Such payment of the Prepetition First Priority Obligations shall become final and binding on all parties in interest in the Cases and their respective successors and assigns, including, without limitation, any Trustee or Committee, unless an objection or adversary proceeding with respect to either the Prepetition First Priority Obligations or the Prepetition Liens is timely filed pursuant to Paragraph 9(a) of this Order. If no such objection or adversary proceeding is timely filed, Prepetition First Priority Lender is directed to execute and deliver to the Lender such releases, waivers and terminations which the Lender deems necessary or desirable from time to time to extinguish the Prepetition Liens. If such an objection or adversary proceeding is filed, and Prepetition First Priority Lender is required to disgorge any monies received from the Debtors in satisfaction of the Prepetition First Priority Obligations or otherwise, such monies shall be remitted directly to the Lender and shall, without further Court order, be applied by the Lender to the Postpetition Debt in accordance with Paragraph 6(d) of this Order.

2. Use of Cash Collateral; Procedure for Delivery of Cash Proceeds.

(a) Use of Cash Collateral. The Debtors are authorized to use Cash Collateral solely in accordance with and pursuant to the terms and provisions of this Order. Prior to the Termination Date and indefeasible payment in full of the Postpetition Debt, the Debtors agree that they will not use or seek to use Cash Collateral other than pursuant to the terms of this Order.

(b) Delivery of Cash Proceeds to Lender. The Debtors are authorized and directed to deposit all Cash Proceeds, regardless of the source of such Cash Proceeds, now or hereafter in their possession or under their control with the Lender in accordance with Section 2.8 of the Postpetition Loan Agreement. The Lender shall thereafter apply such Cash Proceeds in accordance with Paragraph 6(d) of this Order.

(c) Account Debtors. Without further order of the Court, the Lender may direct the Debtors to (or after a Default the Lender may directly) instruct all account debtors of existing and future accounts receivable included in the Collateral to make payments directly into accounts satisfactory to the Lender, in which event all such Cash Proceeds shall be applied in accordance with Paragraph 6(d) of this Order.

(d) Cash Proceeds in Lender's Possession. The Lender is authorized to collect upon, convert to Cash Proceeds and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into its possession or under its control which constitute Collateral or proceeds of Collateral.

3. Superpriority Administrative Expense Status: Postpetition Liens. The Postpetition Debt is hereby granted superpriority administrative expense status under Code § 364(c)(1), with priority over all costs and expenses of administration of the Cases that are

incurred under any provision of the Code, other than the Carveout. In addition, the Lender is hereby granted, pursuant to Code §§ 364(c)(2), 364(c)(3), and 364(d), for the benefit of itself, the Postpetition Liens to secure the Postpetition Debt. The Postpetition Liens: (a) are and shall be First Priority Liens (subject only to Permitted Liens and the Carveout) that are perfected without any further action by the Debtors or the Lender, and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; (b) shall not be subject to any security interest or lien which is avoided and preserved under Code § 551; and (c) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Cases. Notwithstanding the foregoing, the Debtors are authorized and directed to execute and deliver to the Lender such financing statements, mortgages, instruments and other documents as the Lender may deem necessary or desirable from time to time. Any such financing statements, mortgages, instruments, or other documents filed by the Lender shall be deemed to have been filed as of the Filing Date.

4. Carveout Terms. The Postpetition Liens, Prepetition Liens, superpriority administrative expense claims, and any other liens and security interests in favor of the Lender and Prepetition Lender shall be subject and subordinate to a Carveout for (a) all administrative expenses pursuant to 28 U.S.C. § 156(c) and 28 U.S.C. § 1930(a)(6) for fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee, respectively, without regard to the amounts set forth in the Budget; (b) all accrued and unpaid fees, disbursements, costs and expenses of the Carveout Professionals, to the extent allowed by the Court by an interim or final order at any time, incurred prior to and up to the Termination Date, subject to and in accordance with the Budget (which Budget line items shall not be subject to any variance) and any order entered by the Court with respect to the interim payment of professional fees and

expenses; and (c) all accrued and unpaid fees, disbursements, costs and expenses incurred by the Carveout Professionals after the Termination Date, to the extent allowed by the Court at any time, in an aggregate amount not to exceed \$50,000. The Carveout shall not include, and no Postpetition Debt or Collateral may be used to pay, any fees or expenses incurred by any entity, including the Debtors, the Committee, or the Carveout Professionals in connection with claims, actions or services adverse to the Lender, the Prepetition Lender, or any of the Prepetition Collateral or Collateral of any of the foregoing, including (a) preventing, hindering or delaying the enforcement or realization upon any of the Collateral by the Lender once an Event of Default has occurred, (b) using or seeking to use Cash Proceeds or selling any other Collateral without the Lender's consent, (c) incurring indebtedness without the Lender's consent, except as expressly permitted by the Postpetition Documents or this Order, or (d) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of the Prepetition First Priority Obligations, the Prepetition Liens, the Postpetition Debt, or the Postpetition Liens or any other rights or interests of the Lender or the Prepetition Lender, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Code, against the Lender or the Prepetition Lender; provided, however, that up to \$25,000 may be used by counsel for the Committee to investigate the validity, extent, amount, perfection, priority, or enforceability of the Prepetition Liens. Nothing herein shall be construed as consent to the allowance of any fees or expenses of the Carveout Professionals or shall affect the right of the Lender to object to the allowance and payment of such fees, costs or expenses.

5. Termination of Right to Incur Postpetition Debt.

(a) Termination Date. Unless extended by the Court upon the written agreement of the Lender, this Order and the Debtors' authorization to incur Postpetition Debt pursuant to this Order will automatically terminate on the Termination Date without further notice or order of Court.

(b) Rights Upon Termination. Upon the Termination Date, without further notice or order of the Court, at the Lender's election: (1) the Postpetition Debt shall be immediately due and payable; (2) the Lender shall be entitled to apply or set off any Cash Proceeds in the Lender's possession or control against the Postpetition Debt in accordance with Paragraph 6(d) of this Order, until such Postpetition Debt is indefeasibly and finally paid in full and then applied as Prepetition First Priority Obligations; and (3) the Debtors shall be prohibited from using any Cash Proceeds for any purpose other than application to the Postpetition Debt and Prepetition First Priority Obligations in accordance with Paragraph 6(d) of this Order, until such Postpetition Debt and Prepetition First Priority Obligations are indefeasibly and finally paid in full. After the Termination Date, upon five Business Days written notice to the Debtors and their counsel, the United States Trustee, and the Committee and its counsel: (1) at the Lender's election, without further order of the Court, the Lender shall have automatic and immediate relief from the automatic stay with respect to the Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise all rights and remedies available to it under the Postpetition Documents and applicable nonbankruptcy law with respect to the Collateral; and (2) the Debtors shall be authorized and directed to surrender the Collateral and to otherwise cooperate to assist the Lender in the exercise of the rights and remedies available to the Lender under the Postpetition Documents and applicable

nonbankruptcy law with respect to the Collateral (provided, however, that during the five Business Day notice period, the Debtors shall have the right to obtain an order of this Court determining that the Termination Date has not occurred, but that during such five Business Day notice period, the Lender shall have no obligation to advance Postpetition Debt to the Debtors).

6. Adequate Protection of Interests of Prepetition First Priority Lender in the Aggregate Collateral. As adequate protection of the interests of Prepetition First Priority Lender in the Aggregate Collateral:

(a) Priority of Prepetition Liens/Allowance of Prepetition First Priority Lender's Claim/ Release. Subject to the reservation of rights set forth in Paragraph 9(a) of this Order: (1) the Prepetition Liens shall constitute First Priority Liens, subject only to the Postpetition Liens, the Replacement Liens, and the Permitted Liens and the Carveout; (2) the Lender's claim with respect to the Prepetition First Priority Obligations shall constitute an allowed claim in an amount not less than \$13,400,000; and (3) effective upon the entry of the Final Order, the Debtors hereby release, discharge, and acquit the Prepetition First Priority Lender and each of its respective officers, directors, members, managers, agents, attorneys, predecessors in interest, and successors and assigns in such capacity of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every type, which accrued on or prior to the date of the entry of this Order with respect to or in connection with the Prepetition First Priority Obligations or the Prepetition First Priority Documents.

(b) Replacement Liens. Solely to the extent of any diminution in value of the Aggregate Collateral on or after the Filing Date, the Lender is hereby granted the Replacement Liens. The Replacement Liens: (1) are and shall be in addition to the Prepetition Liens; (2) are

and shall be First Priority Liens, subject only to the Postpetition Liens, Carveout and the Permitted Liens, that are properly perfected, valid, and enforceable without any further action by the Debtors or the Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; and (3) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of any of the Cases. Notwithstanding the foregoing, the Debtors are authorized and directed to execute and deliver to the Lender such financing statements, mortgages, instruments and other documents as the Lender may deem necessary or desirable from time to time.

(c) Allowed Code § 507(b) Claim. Solely to the extent of any diminution in value of the Aggregate Collateral on or after the Filing Date, if and to the extent the adequate protection of the interests of the Lender in the Aggregate Collateral granted to the Lender pursuant to this Order proves insufficient, the Lender shall have an allowed claim under Code § 507(b) in the amount of any such insufficiency, subject to the Carveout but with priority over: (1) all costs and expenses of administration of the Case that are incurred under any provision of the Code, including, without limitation, Code §§ 503(b), 507(a), and, subject to the entry of the Final Order, Code §§ 506(c), and 552(b); and (2) the claims of any other party in interest under Code § 507(b).

(d) Application of Cash Proceeds. The Lender, at its election, is authorized to apply and directed to apply all Cash Proceeds now or hereafter coming into the Lender's possession or control prior to entry of the Final Order and repayment of the outstanding Prepetition First Priority Obligations under and in accordance with Paragraph 1(c) of this Order as follows: (1) first, at the option of the Lender, to any unpaid Postpetition Charges then due and

owing; (2) second, derived from Prepetition Collateral to payment of the Prepetition First Priority Obligations; and (3) third, to payment of the Postpetition Debt in accordance with the terms of the Postpetition Loan Agreement. The Lender, at its election, is authorized and directed to apply all Cash Proceeds now or hereafter coming into the Lender's possession or control after entry of the Final Order and repayment of the outstanding Prepetition First Priority Obligations under and in accordance with Paragraph 1(c) of this Order to payment of the Postpetition Debt in accordance with the terms of the Postpetition Loan Agreement. All such applications shall be final and not subject to challenge by any person, including any Trustee or Committee, subject only to the challenge rights of any Committee, Trustee or other parties in interest set forth in Paragraphs 1(c) and 9(a) of this Order.

7. Additional Consideration For Postpetition Debt. As additional consideration for the extension of the Postpetition Debt:

(a) Prohibition Against Use of Cash Collateral. Subject to the Carveout, the Debtors will not use or seek to use Cash Proceeds, unless, in addition to the satisfaction of all requirements of Code § 363 for the use of such Cash Proceeds: (i) the Lender has consented to such order; (ii) at the time of the entry of such an order, there is no Postpetition Debt outstanding, and no obligation of the Lender to extend additional Postpetition Debt; or (iii) such Cash Proceeds are first used to immediately and indefeasibly pay the Postpetition Debt and Prepetition First Priority Obligations in cash in full.

(b) Prohibition Against Additional Debt. The Debtors will not incur or seek to incur debt secured by a lien which is equal to or superior to the Postpetition Liens, or which is given superpriority administrative expense status under Code § 364(c)(1), unless, in addition to the satisfaction of all requirements of Code § 364 for the incurrence of such debt: (i) the Lender

has consented to such order; (ii) at the time of the entry of such an order, neither any Postpetition Debt nor any Prepetition First Priority Obligations remain outstanding, and no obligation of the Lender to extend additional Postpetition Debt remains outstanding; or (iii) such credit or debt is first used to immediately and indefeasibly pay the Postpetition Debt and Prepetition First Priority Obligations in cash in full.

(c) No Surcharge. Except for the Carveout, and subject to the entry of the Final Order, at no time during the Cases shall the surcharge provisions of Code § 506(c), the enhancement of collateral provisions of Code § 552, or any other legal or equitable doctrine (including, without limitation, unjust enrichment) be imposed upon the Lender or any of the Collateral for the benefit of any party in interest, including the Debtors, the Committee, any of the Carveout Professionals, or any Trustee.

(d) Right to Credit Bid. Subject to the reservation of rights set forth in paragraph 9(a) of this Order, the Debtors stipulate and agree that, pursuant to Code § 363(k), the Lender shall have the right to credit bid the total of the Postpetition Debt and Prepetition First Priority Obligations for any or all of the Aggregate Collateral at a sale, lease or other disposition of such Aggregate Collateral outside the ordinary course of business (including any auction or similar sales), whether pursuant to a plan of reorganization or a motion pursuant to Code § 363 or otherwise (which credit bid rights under Code § 363(k) or otherwise shall not be impaired in any manner).

(e) Plan. Unless the Lender consents thereto, no order shall be entered confirming a plan in these Cases unless such order provides for the indefeasible and final payment of the Postpetition Debt and Prepetition First Priority Obligations in full in cash on the earlier of: (1) the effective date thereof; and (2) the Termination Date.

(f) Indemnification. Subject to entry of the Final Order, the Debtors shall indemnify and hold harmless the Lender pursuant to Section 10.3 of the Postpetition Loan Agreement.

8. Miscellaneous Provisions.

(a) Notice of and Objections to Postpetition Charges. The Lender shall provide the Debtors' counsel, counsel for any Committee, and the United States Trustee with copies of all invoices (edited to delete any attorney-client or other confidential information) with respect to the Lender's attorneys' fees and related costs and expenses asserted as Postpetition Charges that are incurred after the entry of this Order. Any such party may object to the reasonableness of any such fees, costs and expenses. However, any such objection shall be forever waived and barred unless, within fourteen (14) days of receipt of the invoice to which the objection relates or such later date as agreed to by the Lender: (1) the objection is served upon the Lender and its counsel; and (2) the objection describes with particularity the items or categories of fees, costs and expenses that are the subject of the objection and provides the specific basis of the objection to each such item or category of fees, costs and expenses. To the extent such objection cannot be resolved, the objection shall be filed with the Court and set for a hearing. Any objection to the fees, costs and expenses set forth on any such invoice shall be limited to the reasonableness or necessity of the particular items or categories of the fees, costs and expenses which are the subject of such objection. The disallowance of any such fees and expenses shall not affect the Lender's right to collect such amounts from any person or entity other than the Debtors.

(b) Force and Effect of Postpetition Documents. To the extent there exists any conflict among the Motion, the Postpetition Documents and the terms of this Order, this Order shall govern and control.

(c) Modification of Stay. The automatic stay of Code § 362 is hereby modified with respect to the Lender to the extent necessary to effectuate the provisions of this Order, including, after the Termination Date, to permit the Lender to exercise its rights contemplated by Paragraph 5(b) above.

(d) Financial Information. The Debtors are hereby directed to deliver to the Lender such financial and other information concerning the business and affairs of the Debtors and any of the Collateral as may be required pursuant to the Postpetition Documents and/or as the Lender shall reasonably request from time to time. The Debtors are also directed to allow the Lender access to the premises in accordance with the terms of the Postpetition Loan Agreement for the purpose of enabling the Lender to inspect and audit the Collateral and the Debtors' books and records.

(e) No Waiver. The Lender's failure, at any time or times hereafter, to require strict performance by the Debtors (or by any Trustee) of any provision of this Order or the Postpetition Documents shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith. No delay on the part of the Lender in the exercise of any right or remedy under this Order, the Postpetition Documents, the Code, or applicable nonbankruptcy law shall preclude any other or further exercise of any right or remedy. The Lender shall not be deemed to have suspended or waived any of its rights or remedies under this Order, the Postpetition Documents, the Code, or applicable nonbankruptcy law unless such

suspension or waiver is in writing, signed by a duly authorized officer of such party, and directed to the Debtors.

(f) “Responsible Person.” By executing the Postpetition Documents or taking any actions pursuant to this Order, the Lender shall not: (1) be deemed to be in control of the operations or liquidation of the Debtors; or (2) be deemed to be acting as a “responsible person” with respect to the operation, management or liquidation of the Debtors.

9. Binding Effect.

(a) Stipulations and Findings. The stipulations, representations and findings and the release contained in Paragraphs C, D, and 6(a) of this Order shall be binding on all parties in interest in the Cases and their respective successors and assigns, including any Trustee and Committee, subject only to the right of any parties in interest, any Trustee or any Committee, timely to file an adversary proceeding challenging such stipulations, representations, and findings (a) for the Trustee or any party in interest, on the earlier of (i) 75 days after the entry of this Order and (ii) fourteen (14) days before any hearing to approve the Sale, or (b) for the Committee, on the earlier of (i) 60 days after appointment of the Committee and (ii) fourteen (14) days before any hearing to approve the Sale.

and subject to the entry of a Final Order, do

(b) Order. Except as provided in Paragraph 9(a) herein, this Order shall be binding on all parties in interest in the Cases and their respective successors and assigns, including any Trustee, except that any Trustee shall have the right to terminate this Order after notice and hearing. If, in accordance with Code § 364(e), this Order does not become a final nonappealable order, if a Trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect (a) subject to Paragraph 9(a) of

this Order, the stipulations, representations and findings and the release contained in Paragraphs C, D, and 6(a) of this Order; and (b) the priority, validity, enforceability or effectiveness of (or subordination to the Carveout of) any lien, security interests or any other benefit or claim authorized hereby with respect to any Postpetition Debt incurred prior to the effective date of such termination or subsequent order. All such liens, security interests, claims and other benefits shall be governed in all respects by the original provisions of this Order, and the Lender shall be entitled to all the rights, remedies, privileges and benefits granted herein, including the liens and priorities granted herein, with respect to the Postpetition Debt, subject to the Carveout. Except as otherwise explicitly set forth in this Order, no third party is intended to be, or shall be deemed to be, a third party beneficiary of this Order.

(c) Survival. The provisions of this Order, and any actions taken pursuant to or in reliance upon the terms hereof, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Cases: (1) confirming any chapter 11 plan; (2) converting the Cases to a case under chapter 7; or (3) dismissing the Cases. The terms and provisions of this Order, including the rights granted to the Lender under Code §§ 364(c) and (d), shall continue in full force and effect until all of the Postpetition Debt is indefeasibly and finally paid in cash in full and discharged.

(d) Notice of Final Hearing. The Final Hearing is scheduled for April 5, 2016, at 3:00 pm and may be continued from time to time with the consent of the Lender without further notice other than that given in open court. The Debtors are directed to immediately serve a copy of this Order by first class mail, postage prepaid, on the Lender, the Debtors' other secured creditors, the Debtors' twenty largest unsecured creditors, and the United States Trustee, which service shall constitute adequate and proper notice of the Final Hearing.

Any objection to the Order must be, no later than seventy-two hours prior to the commencement of such Final Hearing, filed with the Court and received by counsel for the Debtors, the Lender, and the United States Trustee. Any timely and properly filed and served objection will be heard at the Final Hearing.



United States Bankruptcy Judge

Dated: March 16, 2016