

GE Capital has conditioned its willingness to close on the Exit Facility while an appeal of the Confirmation Order remains pending upon the Court's entry of an order containing, authorizing, approving and ratifying these terms:

- (a) The terms of the Exit Facility and this Order are fair, just and reasonable under the circumstances, and have been negotiated in good faith and at arms' length. Any credit extended under the Exit Facility shall be deemed to have been extended in good faith (as that term is used in section 364(e) of the Bankruptcy Code) by the Exit Facility Lenders.
- (b) In the event that the Exit Facility is consummated and that the Confirmation Order is thereafter reversed, revoked, modified or otherwise upset on appeal and the effect of such reversal is to compel the Debtors to return to chapter 11 (such an event being a "Reversal"), GE Capital, in its capacity as agent to the lenders under the Exit Facility, the Exit Facility Lenders and the Secured Hedging Counterparties (collectively, the "Secured Parties") under any Secured Hedging Agreements (as such terms are defined in the Exit Financing Documents) shall be entitled to all rights and protections afforded to the DIP Facility Agent and Lenders (as applicable) under the DIP Facility and the DIP Order, including without limitation, (i) valid and perfected first priority security interests and liens, superior to all other liens, claims or security interests that any creditor of the Debtors' estates may have in and upon all of the "Collateral" (as defined in the DIP Order), but subject to such exceptions described in the DIP Order and (ii) an allowed superpriority administrative claim pursuant to Bankruptcy Code section 364(c)(1) with respect to all claims under the Exit Facility. In the event of any conflict between the terms of the Order approving this Motion (the "Order") and the DIP Order, the terms of the Order shall control.
- (c) The Debtors, the Exit Facility Agent, and the Exit Facility Lenders have substantially negotiated the terms and provisions of a credit agreement and related documents for the Exit Facility. The Debtors' entry into such loan documents, the granting of security interests, liens and mortgages to the Exit Facility Agent, as secured party for the benefit of the Secured Parties (as defined in the Exit Facility Documents) and the payment of fees in connection therewith (including all fees payable to the "Supplemental DIP Facility Participants" (as defined in the Confirmation Order) as supplemental exit lenders) are in the best interest of the Debtors' estates and creditors and will be approved by the Order in all respects. In no event shall any fees paid in connection with the Exit Facility be subject to recovery from the Exit Facility Agent or the Exit Facility Lenders. All documents necessary to implement the Exit Facility shall, upon execution, be valid, binding, and enforceable agreements.
- (d) The Exit Facility is approved and the Debtors or "Reorganized Debtors" (as defined in the Confirmation

Order), as applicable, are authorized and directed to pay the fees and costs required thereunder and to perform their obligations thereunder (including under the supplemental loan of the "Supplemental DIP Facility Participants" (as defined in the Confirmation Order) that will be rolled from the DIP Facility to the Exit Facility). The Debtors or Reorganized Debtors, as applicable, are authorized to execute, deliver and perform their obligations under the revolving credit agreement, mortgages, security agreements, secured hedging agreements, and other documents (collectively, the "Exit Financing Documents") with terms and provisions substantially consistent with those contained in the Exit Financing Commitment, with such changes as may be agreed among the Debtors, the "Negotiating Noteholders" (as defined in the Confirmation Order), the Exit Facility Agent and the Exit Facility Lenders as necessary or appropriate to effect the Exit Facility in accordance with the Plan, including, without limitation such terms described above. The Exit Financing Documents shall constitute legal, valid, binding and authorized obligations of the Debtors or Reorganized Debtors, as applicable, enforceable in accordance with their terms, and shall create the security interests, liens and mortgages purported to be created thereby. The Exit Facility Agent is authorized to file or record at any time and from time to time such financing statements or other security documents naming the Exit Facility Agent, as secured party for the benefit of the Secured Parties (as defined in the Exit Financing Documents), and each "Loan Party" (as defined in the Confirmation Order), as debtor, as the Exit Facility Agent may require, together with any amendments or continuations with respect thereto.

- (e) A Reversal shall be deemed to be an Event of Default (as defined in the Exit Financing Documents), without any requirement for the Exit Facility Agent to provide notice or take any further action. Immediately upon the occurrence of such Event of Default, without further notice, relief from the Court or from the automatic stay, the Exit Facility Agent shall be entitled to take any action and exercise all rights and remedies provided to it by the Order, the Exit Financing Documents or applicable law as the Exit Facility Agent may deem appropriate in its sole discretion to, among other things, proceed against and realize upon the collateral provided under the Exit Financing Documents or any other assets or properties of the Debtors or the Reorganized Debtors, as applicable, upon which the Exit Facility Agent has been or may hereafter be granted liens or security interests to obtain the full and indefeasible repayment of all obligations owed under the Exit Financing Documents.
- (f) Immediately upon the occurrence of the Event of Default described in paragraph (e), the Debtors shall be barred from seeking authority to use the cash collateral of the Secured Lenders without the consent of the Exit Facility Agent, provided, however, that for the 30 calendar day period

following the occurrence of such Event of Default, the Debtors shall be authorized to continue to use cash collateral for ordinary course operating expenses, not to exceed in any week the weekly average over the previous four weeks, and provided further, however, that during such period the Exit Facility Agent shall not exercise any remedies in respect of such Event of Default provided that the Debtors' use of cash collateral conforms with the terms of this paragraph (f). For the avoidance of doubt, nothing in the Order shall authorize the Debtors' use of cash collateral upon the occurrence of any Event of Default other than the Event of Default described in paragraph (e), and upon the occurrence of any Event of Default other than the Event of Default described in paragraph (e), without further notice, relief from the Court or from the automatic stay,

the Exit Facility Agent shall be entitled to take any action and exercise all rights and remedies provided to it by the Order, the Exit Financing Documents or applicable law as the Exit Facility Agent may deem appropriate in its sole discretion to, among other things, proceed against and realize upon the collateral provided under the Exit Financing Documents or any other assets or properties of the Debtors or the Reorganized Debtors, as applicable, upon which the Exit Facility Agent has been or may hereafter be granted liens or security interests to obtain the full and indefeasible repayment of all obligations owed under the Exit Financing Documents.