

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

TAYLOR-WHARTON
INTERNATIONAL LLC, et al.,

Debtors.¹

Chapter 11

Case No. 15-12075 (BLS)
Jointly Administered

FINAL ORDER (I) AUTHORIZING DEBTORS TO OBTAIN POSTPETITION FINANCING PURSUANT TO SECTION 364 OF THE BANKRUPTCY CODE, (II) AUTHORIZING THE USE OF CASH COLLATERAL PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE, (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES PURSUANT TO SECTIONS 361, 362, 363 AND 364 OF THE BANKRUPTCY CODE, (IV) GRANTING LIENS AND SUPERPRIORITY CLAIMS, AND (V) MODIFYING THE AUTOMATIC STAY

Upon the motion, dated October 7, 2015 [Docket No. 12] (the “**DIP Motion**”), of the Borrowers (as defined below), and the other debtors and debtors-in-possession (collectively, the “**Debtors**”), in the above-referenced chapter 11 cases (the “**Cases**”), seeking entry of an order (this “**Final Order**”) 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), 507, and 552 of chapter 11 of title 11 of the United States Code (as amended, the “**Bankruptcy Code**”), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), that, among other things:

(i) authorizes the Debtors designated as “Borrowers” under, and as defined in, the DIP Credit Agreement (as defined below) (collectively, the “**Borrowers**”) to obtain, and Taylor-Wharton Intermediate Holdings (“**Intermediate Holdings**”) and any other guarantors (the “**DIP Guarantors**”) under the DIP Loan Documents (as defined below) to unconditionally guaranty, jointly and severally, the Borrowers’ obligations in respect of senior secured priming and superpriority postpetition financing, which consists

¹ The Debtors and the last four digits of their respective U.S. federal taxpayer identification numbers are as follows: Taylor Wharton International LLC (1577) and Taylor Wharton Cryogenics LLC (1713). The Debtors’ corporate address is: 5600 Rowland Road, Minnetonka, MN 55343.

of a revolving credit facility for up to \$13,250,000 (the “**DIP Revolver Facility**”), including letter of credit sub-facilities (including a letter of credit sub-facility for Pre-Petition Letters of Credit (as defined in the DIP Credit Agreement) for up to \$7,250,000 (collectively, the “**DIP LC Sub-Facility**” and together with the DIP Revolver Facility and the Roll Up DIP Facility (as defined below), collectively, the “**DIP Facility**”) and loans extended under the DIP Facility, including the Roll Up DIP Loans (as defined below) (the “**DIP Loans**”), with the amount of the DIP Revolver Facility and the DIP LC Sub-Facility to be reduced as provided in the DIP Credit Agreement, pursuant to the terms of (x) this Final Order, (y) that certain Senior Secured Priming and Superpriority Credit Agreement, dated as of October 13, 2015 (as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, including as amended by that certain Amendment No. 1 to Senior Secured Priming and Superpriority Credit Agreement dated as of October 26, 2015, the “**DIP Credit Agreement**”),² by and among the Borrowers, the DIP Guarantors, Antares Capital LP, as administrative agent and collateral agent (in such capacity, and as administrative agent and collateral agent under the Roll Up DIP Facility, collectively, the “**DIP Agent**”), and the other financial institutions party to the DIP Credit Agreement as “Lenders” under, and as defined in, the DIP Credit Agreement (the “**DIP Revolving Lenders**,” and together with the Roll Up DIP Lenders (as defined below), collectively, the “**DIP Lenders**,” and together with the DIP Agent and any other party to which DIP Obligations (as defined below) are owed, the “**DIP Secured Parties**”), in substantially the form attached to the DIP Motion, and (z) any and all other Loan Documents (as defined in the DIP Credit Agreement, and together with the DIP Credit Agreement, collectively, the “**DIP Loan Documents**”), to: (A) fund, among other things, ongoing working capital, general corporate expenditures and other financing needs of the Debtors, (B) provide letters of credit for the account of any of the Debtors, (C) convert to DIP Obligations under the DIP Loan Documents \$12,000,000 of the outstanding principal amount of the respective portions of the Term Loan A, Term Loan B and Revolving A Loan (each as defined in the Prepetition First Lien Credit Agreement (as defined below)) held by the DIP Revolving Lenders ratably in accordance with their respective shares of the DIP Revolver Facility (including the DIP LC Sub-Facility) (the holders of such rolled up Prepetition First Lien Obligations (as defined below), the “**Roll Up DIP Lenders**”, and the administrative agent and collateral agent for the Roll Up DIP Lenders, the “**Roll Up DIP Agent**”, and together with the Roll Up DIP Lenders, collectively, the “**Roll Up DIP Secured Parties**”); and such converted Prepetition First Lien Obligations, the “**Roll Up DIP Loans**,” and such credit facility, the “**Roll Up DIP Facility**”, (D) pay certain adequate protection amounts to the Prepetition First Lien Secured Parties (as defined below) as described below, (E) pay certain transaction fees and other costs and expenses of administration of the Cases, and (F) pay fees and expenses (including reasonable and documented attorneys’ fees and expenses) and interest owed to the DIP Secured Parties under the DIP Loan Documents, as set forth therein, and this Final Order;

² Unless otherwise specified herein, all capitalized terms used herein without definition shall have the respective meanings given to such terms in the DIP Credit Agreement. A copy of the DIP Credit Agreement is attached hereto as Exhibit B.

(ii) approves the terms of, and authorizes the Debtors to execute and deliver, and perform under, the DIP Loan Documents and authorizes and directs the Debtors to perform such other and further acts as may be required in connection with the DIP Loan Documents and this Final Order;

(iii) grants (x) to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, Liens on all of the DIP Collateral (as defined below) pursuant to sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, which Liens shall be senior to the Primed Liens (as defined below), the First Lien Adequate Protection Liens (as defined below) and the Second Lien Adequate Protection Liens (as defined below) and shall be junior solely to any valid, enforceable and non-avoidable Liens that are (A) in existence on the Petition Date (as defined below), (B) either perfected as of the Petition Date or perfected subsequent to the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code, and (C) senior in priority to the Prepetition First Liens and the Prepetition Second Liens (each as defined below) to the extent provided under and after giving effect to any intercreditor or subordination agreement (all such Liens, collectively, the "**Prepetition Prior Liens**") and (y) to the DIP Secured Parties, pursuant to section 364(c)(1) of the Bankruptcy Code, superpriority administrative claims having recourse to all prepetition and postpetition property of the Debtors' estates, now owned or hereafter acquired and the proceeds of each of the foregoing, including,³ any Debtor's rights under section 549 of the Bankruptcy Code and the proceeds thereof but excluding Avoidance Actions (as defined below) and the proceeds thereof;

(iv) authorizes the Debtors to use "cash collateral," as such term is defined in section 363 of the Bankruptcy Code (the "**Cash Collateral**"), including Cash Collateral in which the Prepetition First Lien Secured Parties (as defined below) and/or the DIP Secured Parties have a Lien or other interest, in each case whether existing on the Petition Date, arising pursuant to the Interim Order (as defined below) or this Final Order or otherwise;

(v) vacates the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents and this Final Order;

(vi) authorizes the Borrowers to borrow under the DIP Facility and authorizes the DIP Guarantors to unconditionally guaranty such obligations jointly and severally;

(vii) grants (x) the Prepetition First Lien Secured Parties, as of the Petition Date and in accordance with the relative priorities set forth herein, the Prepetition First Lien Adequate Protection (as defined below), which consists of, among other things, First Lien Adequate Protection Liens, First Lien Adequate Protection Superiority Claims (as defined below), the Roll Up DIP Facility and current payment of accrued and unpaid prepetition and postpetition interest at the default rate on the Prepetition First Lien Obligations (other than any postpetition interest accruing on the Prepetition First Lien

³ As used herein, the words "including" or "include" and variations thereof shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation."

Obligations in respect of Term Loan C (as defined in the Prepetition First Lien Credit Agreement)) and reimbursable fees and expenses, and (y) the Prepetition Second Lien Secured Parties (as defined below), as of the Petition Date and in accordance with the relative priorities set forth herein, the Prepetition Second Lien Adequate Protection (as defined below), which consists of, among other things, Second Lien Adequate Protection Liens, and Second Lien Adequate Protection Superpriority Claims (as defined below);

(viii) waives certain rights of the Debtors to surcharge collateral pursuant to section 506(c) of the Bankruptcy Code; and

(ix) provides for the immediate effectiveness of this Final Order and waives any applicable stay (including under Bankruptcy Rule 6004) to permit such immediate effectiveness.

The interim hearing on the Motion (the “**Interim Hearing**”) having been held by this Court on October 13, 2015, and the final hearing on the Motion (the “**Final Hearing**”) having been held by this Court on October 28, 2015, pursuant to Bankruptcy Rules 2002, 4001(b)(2), and 4001(c)(2), and Local Bankruptcy Rules 2002-1, 4001-2, and 9013-1(m); and having considered the DIP Motion, the DIP Credit Agreement, the *Declaration of Thomas Doherty in Support of Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 14] (the “**Doherty Declaration**”), and the evidence submitted or proffered at the Interim Hearing and the Final Hearing; and in accordance with Bankruptcy Rules 2002, 4001(b), 4001(c), and 4001(d) and 9014 and all applicable Local Rules, notice of the DIP Motion and the Final Hearing having been provided pursuant to Bankruptcy Rule 4001(b)(1)(C); an order approving the Motion on an interim basis [Docket No. 56] (the “**Interim Order**”) having been entered on October 13, 2015; and it appearing that approval of the relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and otherwise is fair and reasonable and in the best interests of the Debtors, their creditors, their estates and all parties in interest, and is essential for the continued operation of the Debtors’ business and the preservation of the value of the Debtors’ assets; and it appearing that the Debtors’ entry into the DIP Credit Agreement is a

sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

THIS COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁴

A. **Petition Date.** On October 7, 2015 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (this "**Court**"). The Debtors have continued in the management and operation of their businesses and properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On October 16, 2015, an official committee of unsecured creditors (the "**Committee**") was appointed in the Cases. No trustee, or examiner has been appointed in the Cases.

B. **Jurisdiction and Venue.** This Court has core jurisdiction over the Cases, the DIP Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue for the Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and other predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014 and the Local Rules.

C. **Notice.** The Final Hearing is being held pursuant to the authorization of Bankruptcy Rule 4001. Notice of the Final Hearing and the relief requested in the DIP Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties in interest, including: (i) the Office of the United States Trustee for the District of Delaware (the "**United States Trustee**"), (ii) those entities or individuals

⁴ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, as appropriate, pursuant to Bankruptcy Rule 7052.

included on the Debtors' list of 30 largest unsecured creditors on a consolidated basis, (iii) counsel to the Prepetition First Lien Agent (as defined below), (iv) the Prepetition First Lien Agent, (v) the DIP Agent, (vi) counsel to the DIP Agent, (vii) counsel to the Committee, (viii) all other known lienholders, and (ix) the Prepetition Second Lien Noteholders (as defined below). Under the circumstances, such notice of the DIP Motion, the relief requested therein and the Final Hearing complies with Bankruptcy Rule 4001(b), (c) and (d) and the Local Rules, and no other notice need be provided for entry of this Final Order.

D. **Debtors' Stipulations Regarding the Prepetition First Lien Facility.**

Subject only to the rights of parties in interest set forth in Paragraph 6 below, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree (Paragraphs D and E hereof shall be referred to herein collectively as the "**Debtors' Stipulations**") as follows:

(i) **Prepetition First Lien Credit Facility.** Pursuant to that certain Second Amended and Restated Credit Agreement dated as of May 24, 2013 (as amended, restated or otherwise modified from time to time, the "**Prepetition First Lien Credit Agreement**," and collectively with any other agreements and documents executed or delivered in connection therewith, including the "Loan Documents" as defined therein, each as may be amended, restated, supplemented, or otherwise modified from time to time, the "**Prepetition First Lien Loan Documents**"), by and among, originally, (a) Taylor-Wharton International LLC, Taylor-Wharton Cryogenics LLC (f/k/a TW Cryogenics LLC), Sherwood Valve LLC, TW Express LLC, all Delaware limited liability companies, as borrowers, (b) the other financial institutions party thereto as "Lenders" (collectively, the "**Prepetition First Lien Lenders**"), and (c) Antares Capital LP (as successor agent to General Electric Capital Corporation), as

administrative agent and collateral agent (in such capacities, the "**Prepetition First Lien Agent**") and, together with the Prepetition First Lien Lenders and any other party to which Prepetition First Lien Obligations are owed, the "**Prepetition First Lien Secured Parties**" (the Prepetition First Lien Secured Parties and the Prepetition Second Lien Secured Parties (as defined below), collectively, the "**Prepetition Secured Parties**")), the Prepetition First Lien Secured Parties agreed to extend loans and other financial accommodations to, and issue letters of credit for the account of, the Borrowers pursuant to the Prepetition First Lien Loan Documents. All obligations of the Debtors arising under the Prepetition First Lien Credit Agreement (including the "Obligations" as defined therein, whether or not arising under the Prepetition First Lien Loan Documents) or the other Prepetition First Lien Loan Documents shall collectively be referred to herein as the "**Prepetition First Lien Obligations.**"

(ii) Prepetition First Liens and Prepetition First Lien Collateral.

Pursuant to the Collateral Documents (as defined in the Prepetition First Lien Credit Agreement) (as such documents were amended, restated, supplemented, or otherwise modified from time to time, the "**Prepetition First Lien Collateral Documents**"), by and among each of the Credit Parties party thereto (the "**Grantors**") and the Prepetition First Lien Agent, each Grantor granted to the Prepetition First Lien Agent, for the benefit of itself and the other Prepetition First Lien Secured Parties, to secure the Prepetition First Lien Obligations, a first priority security interest in and continuing Lien (the "**Prepetition First Liens**") on substantially all of such Grantor's assets and properties (which, for the avoidance of doubt, includes Cash Collateral and all of each Grantor's interests in any intercompany obligation owed by any other Grantor or domestic or foreign subsidiary of any Grantor) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising. All

“Collateral” as defined in the Prepetition First Lien Credit Agreement granted or pledged by such Grantors pursuant to any Prepetition First Lien Collateral Document or any other Prepetition First Lien Loan Document shall collectively be referred to herein as the “**Prepetition First Lien Collateral**.” As of the Petition Date, (I) the Prepetition First Liens (a) are legal, valid, binding, enforceable, and perfected Liens, (b) were granted to, or for the benefit of, the Prepetition First Lien Secured Parties for fair consideration and reasonably equivalent value, (c) are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law (except for the priming contemplated herein), and (d) are subject and subordinate only to (A) the DIP Liens (as defined below), (B) the Carve-Out (as defined below), and (C) the Prepetition Prior Liens, and (II) (w) the Prepetition First Lien Obligations constitute legal, valid, and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Prepetition First Lien Loan Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (x) no setoffs, recoupments, offsets, defenses, or counterclaims to any of the Prepetition First Lien Obligations exist, (y) no portion of the Prepetition First Lien Obligations or any payments made to any or all of the Prepetition First Lien Secured Parties are subject to avoidance, disallowance, disgorgement, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or “claim” (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, and (z) the Senior Guaranty and Security Agreement (as defined in the Prepetition First Lien Credit Agreement) shall continue in full force and effect to unconditionally guaranty the Prepetition First Lien Obligations notwithstanding any use of Cash Collateral permitted hereunder or any financing and financial accommodations extended by the

DIP Secured Parties to the Debtors pursuant to the terms of the Interim Order, this Final Order or the DIP Loan Documents.

(iii) Amounts Owed under Prepetition First Lien Loan Documents. As of the Petition Date, the applicable Debtors owed the Prepetition First Lien Secured Parties, pursuant to the Prepetition First Lien Loan Documents, without defense, counterclaim, reduction or offset of any kind, in respect of loans made, letters of credit issued and other financial accommodations made by the Prepetition First Lien Secured Parties, an aggregate principal amount of not less than \$7,604,839 with respect to the Letter of Obligations (as defined in the Prepetition First Lien Credit Agreement) and not less than \$4,452,736.54 with respect to Revolving A Loan, \$29,384,685.64 with respect to Term Loan A, \$11,137,466.51 with respect to Term Loan B and \$16,886,122.16 with respect to Term Loan C (each as defined in the Prepetition First Lien Credit Agreement), *plus* all accrued and hereafter accruing and unpaid interest thereon and any additional fees, expenses (including any reasonable attorneys', accountants', appraisers', and financial advisors' fees and expenses that are chargeable or reimbursable under the Prepetition First Lien Loan Documents), and other amounts now or hereafter due under the Prepetition First Lien Loan Documents.

(iv) Release of Claims. Subject to the reservation of rights set forth in Paragraph 6 below, each Debtor and its estate shall be deemed to have forever waived, discharged, and released each of the Prepetition First Lien Secured Parties and their respective affiliates, assigns or successors and the respective members, managers, equity holders, affiliates, agents, attorneys, financial advisors, consultants, officers, directors, employees and other representatives of the foregoing (all of the foregoing, collectively, the "**Prepetition First Lien Secured Party Releasees**") from any and all "claims" (as defined in the Bankruptcy Code),

counterclaims, causes of action (including causes of action in the nature of “lender liability”), defenses, setoff, recoupment, other offset rights and other rights of disgorgement or recovery against any and all of the Prepetition First Lien Secured Party Releasees, whether arising at law or in equity, relating to and/or otherwise in connection with the Prepetition First Lien Obligations, the Prepetition First Liens, or the debtor-creditor relationship between any of the Prepetition First Lien Secured Parties, on the one hand, and any of the Debtors, on the other hand, including (I) any recharacterization, subordination, avoidance, disallowance or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state law, federal law, or municipal law and (II) any right or basis to challenge or object to the amount, validity, or enforceability of the Prepetition First Lien Obligations or any payments or other transfers made on account of the Prepetition First Lien Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition First Liens securing the Prepetition First Lien Obligations, including any right or basis to seek any disgorgement or recovery of payments of cash or any other distributions or transfers previously received by any of the Prepetition First Lien Secured Party Releasees.

E. **Debtors’ Stipulations Regarding the Second Lien Noteholders.**

Subject only to the rights of parties in interest set forth in Paragraph 6 below, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree as follows:

(i) **Prepetition Second Lien Note Facility.** Pursuant to that certain Note Purchase Agreement dated as of June 15, 2010 (as amended, restated or otherwise modified from time to time, the “**Prepetition Second Lien Note Facility,**” and collectively with any other agreements and documents executed or delivered in connection therewith, including the “Note Documents” as defined therein, each as may be amended, restated, supplemented, or otherwise

modified from time to time, the “**Prepetition Second Lien Note Documents**”), by and among (a) Taylor-Wharton International LLC, Taylor-Wharton Cryogenics LLC (f/k/a TW Cryogenics LLC), Sherwood Valve LLC, TW Express LLC, all Delaware limited liability companies, as borrowers, (b) the other parties thereto that are designated as a “Credit Party”, (c) the other financial institutions party thereto as “Purchasers” (collectively, the “**Prepetition Second Lien Noteholders**”), and (d) General Electric Capital Corporation, as collateral agent (in such capacity, the “**Prepetition Second Lien Collateral Agent**” and, together with the Prepetition Second Lien Noteholders and any other party to which Prepetition Second Lien Obligations (as defined below) are owed, the “**Prepetition Second Lien Secured Parties**”), the Prepetition Second Lien Secured Parties agreed to purchase those certain senior subordinated secured notes of the Borrowers pursuant to the Prepetition Second Lien Note Documents. All obligations of the Debtors arising under the Prepetition Second Lien Note Facility (including the “Obligations” as defined therein) or the other Prepetition Second Lien Note Documents shall collectively be referred to herein as the “**Prepetition Second Lien Obligations.**”

(ii) Prepetition Second Liens and Prepetition Second Lien Collateral. Pursuant to the Collateral Documents (as defined in the Prepetition Second Lien Note Facility) (as such documents were amended, restated, supplemented, or otherwise modified from time to time, the “**Prepetition Second Lien Collateral Documents**”), by and among each of the Credit Parties party thereto (the “**Grantors**”) and the Prepetition Second Lien Collateral Agent, each Grantor granted to the Prepetition Second Lien Collateral Agent, for the benefit of itself and the other Prepetition Second Lien Secured Parties, to secure the Prepetition Second Lien Obligations, a security interest in and continuing Lien (the “**Prepetition Second Liens**” and together with the Prepetition First Liens, the “**Prepetition Liens**”) on substantially all of such

Grantor's assets and properties (which, for the avoidance of doubt, includes Cash Collateral) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising. All "Collateral" as defined in the Prepetition Second Lien Note Facility granted or pledged by such Grantors pursuant to any Prepetition Second Lien Collateral Document or any other Prepetition Second Lien Note Document shall collectively be referred to herein as the "**Prepetition Second Lien Collateral**" (and together with the Prepetition First Lien Collateral, the "**Prepetition Collateral**"). As of the Petition Date, (I) the Prepetition Second Liens (a) are legal, valid, binding, enforceable, and perfected Liens, (b) were granted to, or for the benefit of, the Prepetition Second Lien Secured Parties for fair consideration and reasonably equivalent value, (c) are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law (except for the priming contemplated herein), and (d) are subject and subordinate only to (A) the DIP Liens, (B) the Carve-Out, (C) the Prepetition First Liens and (D) the Prepetition Prior Liens, and (II) (w) the Prepetition Second Lien Obligations constitute legal, valid, and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Prepetition Second Lien Note Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (x) no setoffs, recoupments, offsets, defenses, or counterclaims to any of the Prepetition Second Lien Obligations exist, (y) no portion of the Prepetition Second Lien Obligations or any payments made to any or all of the Prepetition Second Lien Secured Parties are subject to avoidance, disallowance, disgorgement, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, and (z) the Guaranty and Security

Agreement (as defined in the Prepetition Second Lien Note Facility) shall continue in full force and effect to unconditionally guaranty the Prepetition Second Lien Obligations notwithstanding any use of Cash Collateral permitted hereunder or any financing and financial accommodations extended by the DIP Secured Parties to the Debtors pursuant to the terms of the Interim Order, this Final Order or the DIP Loan Documents. Notwithstanding anything to the contrary herein, nothing in this Final Order constitutes a finding or determination that all or any portion of the Prepetition Second Lien Obligations constitute an allowed "secured claim" within the meaning of Section 506(a) of the Bankruptcy Code.

(iii) Amounts Owed under Prepetition Second Lien Note Documents. As of the Petition Date, the applicable Debtors owed the Prepetition Second Lien Secured Parties, pursuant to the Prepetition Second Lien Note Documents, without defense, counterclaim, reduction or offset of any kind, an aggregate principal amount of not less than \$39,523,000 with respect to the Notes (as defined in the Prepetition Second Lien Note Facility), *plus* all accrued and hereafter accruing and unpaid interest thereon and any additional fees, expenses (including any reasonable attorneys', accountants', appraisers', and financial advisors' fees and expenses that are chargeable or reimbursable under the Prepetition Second Lien Note Documents), and other amounts now or (subject to the last sentence of the immediately preceding clause (ii)) hereafter due under the Prepetition Second Lien Note Documents.

(iv) Subject to the reservation of rights set forth in Paragraph 6 below, each Debtor and its estate shall be deemed to have forever waived, discharged, and released each of the Prepetition Second Lien Secured Parties and their respective affiliates, assigns or successors and the respective members, managers, equity holders, affiliates, agents, attorneys, financial advisors, consultants, officers, directors, employees and other representatives of the foregoing

(all of the foregoing, collectively, the “**Prepetition Second Lien Secured Party Releasees**”) from any and all “claims” (as defined in the Bankruptcy Code), counterclaims, causes of action (including causes of action in the nature of “lender liability”), defenses, setoff, recoupment, other offset rights and other rights of disgorgement or recovery against any and all of the Prepetition Second Lien Secured Party Releasees, whether arising at law or in equity, relating to and/or otherwise in connection with the Prepetition Second Lien Obligations, the Prepetition Second Liens, or the debtor-creditor relationship between any of the Prepetition Second Lien Secured Parties, on the one hand, and any of the Debtors, on the other hand, including (I) any recharacterization, subordination, avoidance, disallowance or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state law, federal law, or municipal law and (II) any right or basis to challenge or object to the amount, validity, or enforceability of the Prepetition Second Lien Obligations or any payments or other transfers made on account of the Prepetition Second Lien Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition Second Liens securing the Prepetition Second Lien Obligations, including any right or basis to seek any disgorgement or recovery of payments of cash or any other distributions or transfers previously received by any of the Prepetition Second Lien Secured Party Releasees. For the avoidance of doubt, the Prepetition First Lien Secured Party Releasees and the Prepetition Second Lien Secured Party Releasees shall not include any current or former director, officer, employee or shareholder (solely in their capacity as such) of the Debtors and any and all claims of the Debtors’ estates against such parties are fully reserved and preserved.

F. **Debtors’ Stipulations Regarding the Interim Borrowing.** Pursuant to the Interim Order, the Court authorized, among other things, (i) the Debtors to borrow under the

DIP Facility in an aggregate outstanding principal amount, when taken together with the aggregate face amount of the letters of credit outstanding under the DIP LC Sub-Facility, up to \$10,850,000, (ii) all Pre-Petition Letters of Credit to be deemed to constitute Letters of Credit, as defined in and as issued in connection with, the DIP Credit Agreement, and accordingly, from and after the Petition Date, all Letter of Credit Obligations (as defined in the Prepetition First Lien Credit Agreement) in respect of such Pre-Petition Letters of Credit constitute part of the DIP Obligations in respect of the DIP Revolver Facility and the DIP LC Sub-Facility (and shall not be part of the Roll Up DIP Facility) and are allocable to the DIP Lenders that are revolving lenders under the DIP Revolver Facility in accordance with the terms of the DIP Loan Document, and (iii) the granting of Adequate Protection to the Pre-Petition Secured Parties. Pursuant to the Interim Order, the Court authorized and empowered the Debtors to execute and deliver the DIP Loan Documents and to incur and to perform all of the DIP Obligations in accordance with, and subject to, the terms of the Interim Order and the DIP Loan Documents. On October 13, 2015, the DIP Loan Documents were executed, and the Debtors were authorized to borrow on the terms and conditions set forth in those documents and in the Interim Order.

G. **Cash Collateral.** All of the Debtors' cash, including any cash in deposit accounts of the Debtors, wherever located, constitutes Cash Collateral of the Prepetition First Lien Agent and the other Prepetition First Lien Secured Parties and, to the extent the Prepetition Second Lien Collateral Agent and the other Prepetition Second Lien Secured Parties have an allowed secured claim with respect to such cash, the Prepetition Second Lien Collateral Agent and the other Prepetition Second Lien Secured Parties.

H. **Intercreditor Agreement.** That certain Amended and Restated Intercreditor Agreement dated as of August 20, 2012, by and among the Prepetition First Lien

Agent, the Prepetition Second Lien Collateral Agent and certain of the Borrowers (as amended, restated, supplemented, or otherwise modified in accordance with its terms, the “**Intercreditor Agreement**”) sets forth subordination and other provisions governing the relative priorities and rights of the Prepetition First Lien Secured Parties and their respective Prepetition First Lien Obligations and Prepetition First Liens, on the one hand, and the Prepetition Second Lien Secured Parties and their respective Prepetition Second Lien Obligations and Prepetition Second Liens, on the other hand. Additionally, (a) that certain Junior Participation Purchase Agreement dated as of January 8, 2014, by and among the General Electric Capital Corporation, as seller, and Wind Point Partners VI, L.P., Wind Point VI Executive Advisor Partners, L.P. and Carlyle Mezzanine Partners, L.P., as buyers (the “**January Junior Participation Agreement**”), and (b) that certain Junior Participation Purchase Agreement dated as of November 14, 2014, by and among the General Electric Capital Corporation, as seller, and Wind Point Partners VI, L.P., Wind Point VI Executive Advisor Partners, L.P., Roland White, Robert Gadomski, and Mark Fleischer, as buyers (the “**November Junior Participation Agreement**”), set forth subordination and other provisions governing the relative priorities and rights of the Prepetition First Lien Secured Parties and their respective Prepetition First Lien Obligations. Pursuant to section 510 of the Bankruptcy Code, such Intercreditor Agreement, January Junior Participation Agreement and November Junior Participation Agreement and any other intercreditor agreement or subordination agreement between and/or among the Prepetition First Lien Agent, the Prepetition Second Lien Collateral Agent, any Prepetition First Lien Lender, any Prepetition Second Lien Noteholder, any Debtor or affiliate thereof, and any other applicable intercreditor or subordination provisions contained in any credit agreement, security agreement, indenture or related document, (i) shall remain in full force and effect to the same extent that such agreement

is enforceable under applicable non-bankruptcy law, (ii) shall continue to govern, to the same extent it did prior to the Petition Date, the relative priorities, rights and remedies of the Prepetition First Lien Secured Parties and the Prepetition Second Lien Secured Parties (including the relative priorities, rights and remedies of such parties with respect to the replacement liens and administrative expense claims and superpriority administrative expense claims granted, or amounts payable, by the Debtors under the Interim Order, this Final Order or otherwise and the modification of the automatic stay), and (iii) shall not be amended, altered or modified by the terms of this Final Order or the DIP Loan Documents. The Debtors, without the prior written consent of the Prepetition First Lien Agent, shall not seek to confirm any chapter 11 plan of reorganization or liquidation under section 1129(b) that treats the Prepetition First Lien Obligations or the Prepetition Second Lien Obligations in a manner that violates the Intercreditor Agreement, January Junior Participation Agreement or November Junior Participation Agreement.

I. **Findings Regarding the DIP Facility.**

(i) **Need for Postpetition Financing.** The Debtors have a need to obtain the DIP Facility and use Cash Collateral to, among other things, permit 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, to satisfy other working capital and operational needs, to complete the Debtors' marketing and sale process and to otherwise preserve the value of the Debtors' estates. The Debtors' access to sufficient working capital and liquidity through the use of Cash Collateral and borrowing under the DIP Facility is vital to a successful sale and/or to otherwise preserve the enterprise value of the Debtors' estates. Immediate and irreparable harm will be caused to the Debtors and their estates if financing is not

obtained and permission to use Cash Collateral is not granted, in each case in accordance with the terms of this Final Order and the DIP Loan Documents.

(ii) No Credit Available on More Favorable Terms. The Debtors have been and continue to be unable to obtain financing on more favorable terms from sources other than the DIP Secured Parties under the DIP Loan Documents and this Final Order. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense or secured credit allowable only under sections 364(c)(1), 364(c)(2), or 364(c)(3) of the Bankruptcy Code. The Debtors are unable to obtain secured credit under section 364(d)(1) of the Bankruptcy Code without (a) granting to the DIP Secured Parties the rights, remedies, privileges, benefits, and protections provided herein and in the DIP Loan Documents, including the DIP Liens and the DIP Superpriority Claims (as defined below), (b) allowing the DIP Secured Parties to provide the loans, letters of credit, and other financial accommodations under the DIP Facility (including the Roll Up DIP Loans) on the terms set forth herein and in the DIP Loan Documents, (c) granting to the Prepetition First Lien Secured Parties the rights, remedies, privileges, benefits, and protections provided herein and in the DIP Loan Documents, including the Prepetition First Lien Adequate Protection and the conversion of certain Prepetition First Lien Obligations into the Roll Up DIP Facility, and (d) granting to the Prepetition Second Lien Secured Parties the rights, remedies, privileges, benefits, and protections provided herein, including the Prepetition Second Lien Adequate Protection (all of the foregoing described in clauses (a), (b), (c) and (d) above, collectively, the “**DIP Protections**”).

J. Adequate Protection for Prepetition Secured Parties. The Prepetition Secured Parties have agreed, or are deemed to have agreed, to permit the Debtors to use the Prepetition First Lien Collateral and the Prepetition Second Lien Collateral, including the Cash

Collateral, subject to the terms and conditions set forth herein, including the protections afforded a party acting in “good faith” under section 364(e) of the Bankruptcy Code. In addition, the DIP Facility contemplated hereby provides for a priming of the Primed Liens (as defined below) pursuant to section 364(d) of the Bankruptcy Code. The Prepetition Secured Parties are entitled to the adequate protection as set forth herein, including, with respect to the Prepetition First Lien Secured Parties, the Roll Up DIP Facility, pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code. Based on the DIP Motion and on the record presented to this Court at the Final Hearing, the terms of the proposed adequate protection arrangements, use of the Cash Collateral, and the DIP Facility contemplated hereby are fair and reasonable, reflect the Debtors’ prudent exercise of business judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and fair consideration for the consent of the Prepetition First Lien Secured Parties. Prepetition First Lien Lenders holding 100% of the aggregate principal balance of the Loans and Letter of Credit Obligations (each as defined in the Prepetition First Lien Credit Agreement) entitled to vote under the Prepetition First Lien Credit Agreement (which Prepetition First Lien Lenders constitute “Required Lenders,” as defined in the Prepetition First Lien Credit Agreement) have expressly consented to the entry of this Final Order and the relief provided herein, and pursuant to the terms of the Prepetition First Lien Credit Agreement and the Intercreditor Agreement, the consents of such Prepetition First Lien Lenders are binding on all Prepetition First Lien Secured Parties and all Prepetition Second Lien Secured Parties. None of the remaining Prepetition First Lien Secured Parties has filed an objection to the entry of this Final Order or the relief provided herein. Notwithstanding anything to the contrary herein, the Prepetition First Lien Secured Parties’ consent to the DIP Facility and to the priming of the Prepetition Liens by the DIP Liens is expressly limited to the present DIP Facility and the DIP

Liens securing same and shall not be applicable to any other debtor-in-possession credit facility, even if it contains substantially the same economic terms as this DIP Facility.

K. **Section 552.** In light of the subordination of their Liens and superpriority administrative claims to the Carve-Out and the DIP Liens, each of the Prepetition Secured Parties is entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception shall not apply.

L. **Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) The DIP Secured Parties have indicated a willingness to provide postpetition secured financing via the DIP Facility to the Debtors in accordance with the DIP Loan Documents and this Final Order.

(ii) The terms and conditions of the DIP Facility (including the Roll UP DIP Facility) as set forth in the DIP Loan Documents and this Final Order, including the provision for payment of reasonable and documented fees, expenses and other charges paid and to be paid thereunder or in connection therewith, are fair, reasonable, and the best available under the circumstances, and the Debtors’ agreement to the terms and conditions of the DIP Loan Documents and to the payment of such reasonable and documented fees reflect the Debtors’ exercise of prudent business judgment consistent with their fiduciary duties. Such terms and conditions are supported by reasonably equivalent value and fair consideration.

(iii) The DIP Secured Parties, the Prepetition First Lien Secured Parties and the Debtors, with the assistance and counsel of their respective advisors, have acted in good faith and at arms’ length in, as applicable, negotiating, consenting to, and/or agreeing to, the DIP Facility (including the Roll Up DIP Facility), the Debtors’ use of the DIP Collateral and the Prepetition First Lien Collateral (including Cash Collateral), the DIP Loan Documents and the

DIP Protections (including the Prepetition First Lien Adequate Protection). The DIP Obligations (including all advances that are made at any time to the Debtors under the DIP Loan Documents and including the Roll Up DIP Loans) and the Debtors' use of the DIP Collateral and the Prepetition First Lien Collateral (including Cash Collateral) shall be deemed to have been extended and/or consented to by the DIP Secured Parties and the Prepetition First Lien Secured Parties for valid business purposes and uses and in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and in express and good faith reliance upon the protections offered by section 364(e) of the Bankruptcy Code and this Final Order, and, accordingly, the DIP Liens, the DIP Superpriority Claims, the Prepetition First Lien Adequate Protection and the other DIP Protections shall be entitled to the full protection of section 364(e) of the Bankruptcy Code and this Final Order in the event this Final Order or any other order or any provision hereof or thereof is vacated, reversed, amended, or modified, on appeal or otherwise. Notwithstanding anything to the contrary herein, nothing in this Paragraph L (including, without limitation, the good faith finding under section 364(e) of the Bankruptcy Code) shall be deemed to limit or otherwise impact the challenge rights set forth in Paragraph 6 of this Final Order.

M. **Relief Essential; Best Interest.** For the reasons stated above, the Debtors have requested entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), and the Local Rules. Absent granting the relief set forth in this Final Order, the Debtors' estates, their businesses and properties and their ability to successfully sell their assets or otherwise preserve the enterprise value of the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Facility and authorization of the use of Cash Collateral in accordance with the Interim Order, this Final Order and the DIP Loan Documents is therefore in the best interests of the Debtors' estates and consistent with their fiduciary duties.

Based on all of the foregoing, sufficient cause exists for entry of the Final Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and the applicable Local Rules.

NOW, THEREFORE, based on the DIP Motion and the record before this Court with respect to the DIP Motion, and with the consent of the Debtors, the Prepetition First Lien Agent, the requisite Prepetition First Lien Secured Parties (on behalf of all of the Prepetition First Lien Secured Parties) and the DIP Agent (on behalf of all of the DIP Secured Parties), and the deemed consent of the Prepetition Second Lien Secured Parties pursuant to the terms of the Intercreditor Agreement, in each case, to the form and entry of this Final Order, and good and sufficient cause appearing therefor,

IT IS ORDERED that:

1. **Motion Granted.** The DIP Motion is hereby granted in accordance with the terms and conditions set forth in this Final Order and the DIP Loan Documents. Any objections to the DIP Motion with respect to the entry of this Final Order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby denied and overruled.

2. **DIP Loan Documents and DIP Protections.**

(a) **Approval of DIP Loan Documents.** The Debtors are expressly authorized to establish the DIP Facility, to execute, deliver, and perform under the DIP Loan Documents and this Final Order, to incur the DIP Obligations (including to convert to DIP Obligations under the DIP Loan Documents each DIP Revolving Lender's ratable share of \$12,000,000 of the outstanding principal amount of the respective portions of the Term Loan A, Term Loan B and Revolving A Loan (each as defined in the Prepetition First Lien Credit Agreement) (with each DIP Revolving Lender's ratable share based on the ratio of such DIP Revolving Lender's share

of the DIP Revolver Facility, including the DIP LC Sub-Facility)), in accordance with, and subject to, the terms of this Final Order and the DIP Loan Documents, and to execute, deliver, and perform under all other instruments, certificates, agreements, and documents that may be required or necessary for the performance by the applicable Debtors under the DIP Loan Documents and the creation and perfection of the DIP Liens described in, and provided for, by this Final Order and the DIP Loan Documents (to the extent such execution and delivery were authorized by the Interim Order and have already occurred, such execution and delivery are hereby ratified). The Debtors are hereby authorized and directed to do and perform all acts and pay the principal, interest, fees, expenses, and other amounts described in the DIP Loan Documents as such become due pursuant to the DIP Loan Documents and this Final Order, including all closing fees, administrative fees, commitment fees, and reasonable and documented attorneys', financial advisors', and accountants' fees, and disbursements arising under the DIP Loan Documents and this Final Order, which amounts shall not be subject to further approval of this Court and shall be non-refundable and not subject to challenge; provided, however, that the payment of the fees and expenses of the Lender Professionals (as defined below) shall be subject to the provisions of Paragraph 20(b). Upon their execution and delivery, the DIP Loan Documents shall represent the legal, valid and binding obligations of the applicable Debtors enforceable against such Debtors in accordance with their terms. Each officer of a Debtor acting singly is hereby authorized to execute and deliver each of the DIP Loan Documents, such execution and delivery to be conclusive evidence of such officer's respective authority to act in the name of and on behalf of the Debtors (to the extent such execution and delivery were authorized by the Interim Order and have already occurred, such execution and delivery are hereby ratified).

(b) DIP Obligations. For purposes of this Final Order, the term “**DIP Obligations**” shall mean all amounts and other obligations and liabilities owing by the respective Debtors under the DIP Credit Agreement and other DIP Loan Documents (including all “Obligations” as defined in the DIP Credit Agreement and the Roll Up DIP Obligations (as defined below)) and shall include the principal of, interest on, and fees, costs, expenses, and other charges owing in respect of, such amounts (including any reasonable and documented attorneys’, accountants’, financial advisors’, and other fees, costs, and expenses that are chargeable or reimbursable under the DIP Loan Documents and/or this Final Order), and any obligations in respect of indemnity claims, whether contingent or otherwise. Notwithstanding anything to the contrary herein, but subject to Paragraph 6, *infra*, all Pre-Petition Letters of Credit shall be deemed to constitute Letters of Credit, as defined in and as issued in connection with, the DIP Credit Agreement, and accordingly, from and after the Petition Date, all Letter of Credit Obligations (as defined in the Prepetition First Lien Credit Agreement) in respect of such Pre-Petition Letters of Credit shall constitute part of the DIP Obligations in respect of the DIP Revolver Facility and the DIP LC Sub-Facility (and shall not be part of the Roll Up DIP Facility) and shall be allocable to the DIP Lenders that are revolving lenders under the DIP Revolver Facility in accordance with the terms of the DIP Loan Documents, and upon closing of the DIP Facility, none of the Prepetition First Lien Secured Parties and Roll Up DIP Secured Parties, in each case, except in their respective capacities as DIP Lenders, shall have any further liability with respect to such Letter of Credit Obligations; provided, however, that nothing herein shall alter any such parties’ obligations as the issuer of any Letters of Credit. Upon any drawing of any Pre-Petition Letter of Credit, any cash collateral securing the Letter of Credit Obligations (as defined in the Prepetition First Lien Credit Agreement) in respect thereof shall be applied in respect thereof or as provided in

Paragraph 2(p). Notwithstanding anything to the contrary herein, the relative rights and priorities of the Roll Up DIP Secured Parties and the other DIP Secured Parties in respect of the DIP Collateral shall be as provided in the DIP Loan Documents.

(c) Authorization to Incur DIP Obligations and Use Cash Collateral. To enable the Debtors to continue to operate their business and preserve and maximize the value of their estates, the Borrowers are hereby authorized (x) to use Cash Collateral and (y) to borrow and obtain letters of credit under the DIP Facility; provided that any proposed use of the proceeds of DIP Loans or use of Cash Collateral shall be consistent with the terms and conditions of this Final Order and the DIP Loan Documents, including the Approved Budget (as defined below) and the Budget Covenants as defined and contained in Paragraph 2(f) below. Any amounts repaid under the DIP Revolver Facility may be reborrowed, subject to the terms of the DIP Loan Documents and this Final Order. All DIP Obligations shall be unconditionally guaranteed, on a joint and several basis, by the DIP Guarantors, as further provided in the DIP Loan Documents. At the election of the DIP Agent, the Prepetition First Lien Secured Parties are directed to turn over promptly to the DIP Agent for application to the DIP Obligations or as provided in Paragraph 2(p) all Cash Collateral received or held by them that had not been applied to the Prepetition First Lien Obligations prior to the Petition Date; provided, however, that the Prepetition First Lien Secured Parties are granted adequate protection in the form of the Prepetition First Lien Adequate Protection. Notwithstanding the foregoing, the Debtors shall not use any Cash Collateral supporting or collateralizing any Letter of Credit, regardless of whether such Cash Collateral is released by the issuer and/or beneficiary of such Letter of Credit, for any purpose without the prior written consent of the DIP agent and the Prepetition First Lien Agent.

(d) Roll Up DIP Facility. Subject to the Carve-Out and Paragraph 6, *infra*, each DIP Revolving Lender's ratable share (i.e., based on its ratable share of the DIP Revolver Facility, including the DIP LC Sub-Facility) of \$12,000,000 of the Obligations (as defined in the Prepetition First Lien Credit Agreement) relating to the Revolving A Loan, Term Loan A and Term Loan B shall immediately, automatically, and irrevocably be deemed to have been converted into Roll Up DIP Obligations and, except as otherwise provided in this Final Order and the DIP Loan Documents, shall be entitled to all the priorities, privileges, rights, and other benefits afforded to the other DIP Obligations under this Final Order and the DIP Loan Documents. The full amount of the Roll Up DIP Obligations will be required to be repaid in cash on the Maturity Date (as defined in the DIP Credit Agreement), except that the holders of Roll Up DIP Obligations representing at least two-thirds in amount of all Roll Up DIP Obligations (such holders, the "**Requisite Roll Up DIP Lenders**") may elect to allow the Roll Up DIP Obligations to be treated in any other manner acceptable to them. As used herein, the term "**Roll Up DIP Obligations**" shall mean the Roll Up DIP Loans and all interest accrued and accruing thereon and all other amounts owing by the respective Debtors in respect thereof. For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, in the event (a) a final, non-appealable order is entered in favor of any party in interest sustaining any Challenge in a timely-filed contested matter, adversary proceeding, or other action, in each case brought in accordance with Paragraph 6 of this Final Order, with respect to any portion of the Prepetition First Lien Obligations relating to the Revolving A Loan, Term Loan A and/or Term Loan B (all such Prepetition First Lien Obligations, the "**Roll Up Prepetition Obligations**" and the portion of the Roll Up Prepetition Obligations subject to the successful Challenge, the "**Challenged Roll Up Prepetition Obligations**") or any Prepetition First Liens securing any

Roll Up Prepetition Obligations (the “**Challenged Prepetition Roll Up Liens**”), and (b) the holder of such Challenged Roll Up Prepetition Obligations or Roll Up Prepetition Obligations secured by such Challenged Prepetition Roll Up Liens received any payment or proceeds of DIP Collateral to which it was not entitled (after giving effect to such successful Challenge), then such holder (i) shall turn over the amount of such payment or proceeds to the DIP Agent for application to any other Prepetition First Lien Obligations or DIP Obligations to which such payment or proceeds could be applied in accordance with this Final Order and the DIP Loan Documents, and (ii) if there are no such Prepetition First Lien Obligations or DIP Obligations, shall disgorge such payment or proceeds to the Debtors.

(e) **Budget**. Attached hereto as **Exhibit A** is a cash flow budget (the “**Initial Approved Budget**”) that reflects on a line-item basis the Debtors’ (i) weekly projected cash receipts (including from non-ordinary course assets sales), (ii) weekly projected disbursements (including ordinary course operating expenses, bankruptcy-related expenses under the Cases, capital expenditures, issuances of any letter of credit, including the fees relating thereto, and estimated fees and expenses of the DIP Agent (including counsel and financial advisors therefor), the Prepetition First Lien Agent (including counsel and financial advisors therefor), and any other fees and expenses relating to the DIP Facility), (iii) the sum of weekly unused availability under the DIP Facility plus unrestricted cash on hand (collectively, “**Aggregate Liquidity**”), and (iv) the weekly outstanding principal balance of the loans made (including the principal amount of the Roll Up DIP Facility from and after the entry of this Final Order) and letters of credit issued under the DIP Facility for the period ending on the last Friday of December 2015. On or before the date that is two weeks prior to the first day of the last week reflected in the Initial Approved Budget or any Supplemental Approved Budget (as defined

below), the Debtors shall prepare and deliver simultaneously to the DIP Agent and the Prepetition First Lien Agent an updated cash flow budget (a “**Proposed Supplemental Budget**”) for the three fiscal month period following the last week reflected in such Initial Approved Budget or Supplemental Approved Budget, which, once approved in writing by each of the DIP Agent and the Prepetition First Lien Agent in their respective sole discretion, shall supplement and replace the Initial Approved Budget or Supplemental Approved Budget, as applicable, then in effect (each such updated budget that has been approved in writing by each of the DIP Agent and the Prepetition First Lien Agent, a “**Supplemental Approved Budget**”) without further notice, motion, or application to, order of, or hearing before, this Court; provided, however, that unless and until each of the DIP Agent and the Prepetition First Lien Agent have approved in writing any Proposed Supplemental Budget or any other proposed modification to the Initial Approved Budget or any Supplemental Approved Budget, as applicable, then in effect, the Debtors shall still be subject to and be governed by the terms of such Initial Approved Budget or Supplemental Approved Budget, then in effect in accordance with this Final Order, and the DIP Secured Parties and the Prepetition First Lien Secured Parties shall, as applicable, have no obligation to fund under any such Proposed Supplemental Budget or otherwise fund any amounts not otherwise provided for in the Initial Approved Budget or Supplemental Approved Budget, as applicable, or permit the use of Cash Collateral with respect thereto. Notwithstanding the foregoing, or anything to the contrary contained herein, (a) no later than the tenth (10th) Business Day prior to the scheduled closing of any disposition of assets by the Debtors in excess of \$5,000,000 (a “**Sale Re-Evaluation Event**”), (b) solely in the event the DIP Agent and/or the Prepetition Agent delivers written notice to the Debtors that the highest or otherwise best bid(s) at the Auction fail(s) to provide for payment in full in cash of the DIP Obligations and the Pre-

Petition Obligations at the closing thereof and are otherwise on terms and conditions unacceptable to the DIP Agent and/or Prepetition Agent (a "**Bid Re-Evaluation Event**"), within five business days following the delivery of such written notice or (c) within five business days of the end of any five business day period ending on any Friday on or after November 1, 2015 during which, on each business day, the unrestricted cash book balance (net of outstanding checks) of the Debtors *plus* all cash of the Debtors held by the DIP Agent as cash collateral on account of Debtor Excess Cash or Non-Debtor Excess Cash payments exceeded \$5,000,000 (a "**Cash Surplus Re-Evaluation Event**", a Sale Re-Evaluation Event, Bid Re-Evaluation Event or a Cash Surplus Re-Evaluation Event shall be referred to herein as a "**Re-Evaluation Event**"), the Debtors shall prepare and provide to the DIP Agent and the Prepetition First Lien Agent for their consideration a Proposed Supplemental Budget reflecting the reduced level of projected disbursements and the projected receipts and/or reduced borrowing under the DIP Credit Agreement for the three fiscal month period following such Re-Evaluation Event. Promptly after the delivery of such Proposed Supplemental Budget through and including the date of the Sale Re-Evaluation Event or the fifth business day after a Bid Re-Evaluation Event or a Cash Surplus Re-Evaluation Event, as applicable, the Debtors, the DIP Agent and the Prepetition First Lien Agent shall negotiate in good faith the terms of a Supplemental Approved Budget covering such three month time period. In the event the DIP Agent, the Prepetition First Lien Agent and the Debtors do not agree upon such Supplemental Approved Budget on or before the date of the Sale Re-Evaluation Event or the fifth business day after a Bid-Re-Evaluation Event or Cash Surplus Re-Evaluation Event, as applicable, then from and after the first day after the Sale Re-Evaluation Event or the sixth business day after a Bid Re-Evaluation Event or Cash Surplus Re-Evaluation Event, as applicable, the DIP Secured Parties and the Prepetition First Lien Secured Parties shall,

as applicable, have no obligation to fund under any such Proposed Supplemental Budget or otherwise fund any amounts under any Approved Budget then in effect or permit the use of Cash Collateral with respect thereto; *provided, however*, the Debtors may continue to use Cash Collateral and/or the Sale Set Aside (as defined in the DIP Credit Agreement), to the extent applicable, to pay accrued expenses, including fees and expenses of Debtors' Professionals and Committee's Professionals to the extent within the Carve-Out, incurred by the Debtors or the Committee prior to the occurrence of such Re-Evaluation Event solely to the extent (x) such expenses were incurred and permitted to be paid prior to the date of the occurrence of such Re-Evaluation Event and are provided for in the Approved Budget and (y) the payment of such expenses shall not result in the outstanding DIP Obligations to exceed the Aggregate Revolving Loan Commitment (as defined in the DIP Credit Agreement and excluding the incremental \$1,000,000 set forth in clause (b) of the definition thereof). The Initial Approved Budget, as modified by all Supplemental Approved Budgets or as otherwise modified with the prior written consent of the DIP Agent and the Prepetition First Lien Agent, shall constitute the "**Approved Budget**." Continuing every second Friday after October 16, 2015 (*i.e.*, every two weeks), the Debtors shall prepare and deliver simultaneously to the DIP Agent and the Prepetition First Lien Agent a variance report/reconciliation report certified by the Chief Restructuring Officer of the Debtors, in form acceptable to the DIP Agent and the Prepetition First Lien Agent, setting forth on a line-item basis (A) the actual cash receipts, expenditures, disbursements (separating out expenditures or disbursements relating to professional fees), and outstanding revolving loan balance of the Debtors for such immediately preceding four-week period and the Aggregate Liquidity and outstanding letter of credit exposure as of the end of such four-week period, (B) the variance in dollar amounts of the actual cash receipts, expenditures, disbursements, and

outstanding revolving loan balance for each four-week period, and the actual Aggregate Liquidity and outstanding letter of credit exposure as of the end of such four-week period, from those budgeted amounts for, or as applicable, as of the end of, the corresponding period reflected in the Approved Budget, and (C) all postpetition expenses of the Debtors that are accrued and unpaid as of the end of the immediately preceding four-week period. Notwithstanding anything to the contrary in this Final Order, the professional fees, costs and expenses of the DIP Agent's advisors and the Prepetition First Lien Agent's advisors, respectively, shall be due, payable and paid in accordance with the terms of this Final Order notwithstanding any budgeted amounts for such fees, costs and expenses set forth in the Approved Budget, and the Debtors shall not be deemed to have breached the terms of the Approved Budget or the Budget Covenants to the extent the actual amount of such fees, costs and expenses exceed the applicable budgeted amounts as set forth in the Approved Budget.

(f) Budget Covenants. The Debtors shall only incur DIP Obligations and expend Cash Collateral and other DIP Collateral proceeds in accordance with the specific purposes, and at the specific time periods, set forth in the Approved Budget (and in the case of the costs and expenses of the DIP Agent and Prepetition First Lien Agent, in accordance with the DIP Loan Documents and this Final Order without being limited by the Approved Budget), subject to the following permitted variances, which were tested initially on October 16, 2015 and continuing on each second Friday thereafter (each, a "Testing Date") (in each case, testing the trailing four-week period ending on the Friday before the applicable Testing Date (each, a "Four-Week Testing Period")): (i) for each Testing Date, the sum of all actual disbursements of the Debtors (calculated in the same manner as the "Total Outflows" in the Approved Budget were calculated), other than (x) disbursements on account of professional fees which in no event may

exceed the amount in the Approved Budget for any applicable Four-Week Testing Period, (y) disbursements on account of the fees and expenses of Lender Professionals, and (z) postpetition interest on account of the Prepetition First Lien Obligations, for the immediately preceding Four-Week Testing Period shall not exceed 110% of the sum of the “Total Outflows” for such Four-Week Testing Period as set forth in the Approved Budget; and (ii) for each Testing Date, the sum of actual receipts of the Debtors for the First Testing Period or the preceding Four-Week Testing Period, as applicable, shall not be less than 85% of the sum of the “Cash Receipts” for the preceding Four-Week Testing Period as set forth in the Approved Budget. The foregoing budget-related covenants are collectively referred to herein as the “**Budget Covenants.**”

(g) Intercompany Claims and Transfers Among Debtors and Non-Debtors.

Notwithstanding any provision of this Final Order, the DIP Credit Agreement or any other DIP Loan Document to the contrary:

- (i) Except to the extent expressly permitted in the DIP Loan Documents or in this Paragraph 2(g), from and after the Petition Date, the Debtors (A) shall not transfer any cash or non-cash property to, or make any intercompany loans or provide any other financial accommodations to, any United States or foreign non-debtor affiliate of any Debtor (each a “**Non-Debtor Affiliate**”) and (B) shall cause each of their Non-Debtor Affiliates not to transfer any cash or non-cash property to, or make any intercompany loans or provide any other financial accommodations to, any other Non-Debtor Affiliate (all postpetition transfers, intercompany loans and other financial accommodations referenced in clauses (A) and (B), collectively, the “**Non-Debtor Intercompany Transfers**”), including, in the case of each of clauses (A) and (B), any transfers, intercompany loans or other financial accommodations directly or indirectly effected or resulting from the Debtors’ cash management system or otherwise. Without limiting the foregoing, no Non-Debtor Intercompany Transfers by any Debtors or any United States Non-Debtor Affiliates to any Non-Debtor Affiliate shall be made except for intercompany loans in cash by (A) Taylor-Wharton Cryogenics LLC to Taylor-Wharton Malaysia Sdn. Bhd. (the “**Malaysian Non-Debtor**”) to the extent permitted in the Approved Budget; provided, however, that (x) after giving effect to any such intercompany loan, the

aggregate unrestricted cash balance (net of outstanding checks) of the Malaysian Non-Debtor shall not exceed \$500,000, (y) the proceeds of such intercompany loan shall be used by the Malaysian Non-Debtor solely to fund its working capital and other operational needs or its expenses incurred in connection with the marketing and sale process, and (z) such intercompany loan shall constitute part of the DIP Collateral and be subject to the DIP Liens, the Adequate Protection Liens (as defined below), and the Adequate Protection Superpriority Claims (as defined below) and (B) Taylor-Wharton Cryogenics LLC to Taylor-Wharton Slovakia s.r.o. (the "**Slovakian Non-Debtor**") to the extent permitted in the Approved Budget; provided, however, that (x) after giving effect to any such intercompany loan, the aggregate unrestricted cash balance (net of outstanding checks) of the Malaysian Non-Debtor shall not exceed \$750,000, (y) the proceeds of such intercompany loan shall be used by the Slovakian Non-Debtor solely to fund its working capital and other operational needs or its expenses incurred in connection with the marketing and sale process, and (z) such intercompany loan shall constitute part of the DIP Collateral and be subject to the DIP Liens, the Adequate Protection Liens (as defined below), and the Adequate Protection Superpriority Claims (as defined below). In addition, no Non-Debtor Intercompany Transfer between or among any foreign Non-Debtor Affiliates (a "**Foreign Non-Debtor Intercompany Transfer**") shall be made unless such Foreign Non-Debtor Intercompany Transfer is made in the ordinary course of business and, if such Foreign Non-Debtor Intercompany Transfer is in the form of an intercompany loan, the proceeds thereof are used to fund the working capital and other operational needs of the Non-Debtor Affiliate receiving the proceeds thereof or the expenses incurred in connection with the marketing and sale process with respect to such Non-Debtor Affiliate.

- (ii) In the event that (X) commencing the third Friday following the Petition Date and continuing each Friday thereafter, the average unrestricted cash book balance (net of outstanding checks) for the ten (10) business days ending on such Friday of (i) the Malaysian Non-Debtor exceeds \$500,000, (ii) the Slovakian Non-Debtor exceeds \$750,000, or (iii) the Non-Debtor Affiliates (excluding Taylor-Wharton (Beijing) Cryogenics Eq. Co. Ltd, the Slovakian Non-Debtor and the Malaysian Non-Debtor), in the aggregate, exceeds \$250,000, or (Y) commencing the first Friday following the Petition Date and continuing each Friday thereafter, the average aggregate unrestricted cash book balance (net of outstanding checks) of the Debtors for the five (5) business days ending on such Friday exceeds (m) \$2,000,000 for periods ending on the first two Fridays following the Petition Date or (n) \$1,000,000 for the periods ending on each Friday thereafter, in each case, then, (A) on the next business day following such Friday the Debtors shall immediately remit to the DIP Agent the amount by which the Debtors' aggregate unrestricted cash book balance exceeded \$2,000,000 or \$1,000,000, as applicable, as of such Friday (the "**Debtor Excess Cash**"), and (B) the Debtors shall promptly (and in any event within seven (7) days

after the last business day of such five business day period) cause the applicable Non-Debtor Affiliates to transfer cash in an amount equal to the amount by which the aggregate unrestricted cash book balance of such Non-Debtor Affiliate(s) exceeded \$500,000, \$750,000 or \$250,000, as applicable, as of such Friday (the "**Non-Debtor Excess Cash**") to one or more of the Debtors in accordance with the provisions of subparagraph 2(g)(iii) and (iv) below, and such Debtor(s) shall immediately remit such Non-Debtor Excess Cash to the DIP Agent or the Prepetition First Lien Agent, as applicable, for application in accordance with the terms of this Final Order and the DIP Loan Documents; *provided*, that to the extent a timely Challenge is commenced with respect to the Prepetition First Liens or the Prepetition Second Liens with respect to the Non-Debtor Excess Cash or with respect to the intercompany loans or other intercompany debt obligations to which the Non-Debtor Excess Cash has been first applied (a "**Non-Debtor Prepetition First Lien Cash Challenge**," a "**Non-Debtor Prepetition Second Lien Cash Challenge**" or a "**Non-Debtor Intercompany Cash Challenge**", respectively, and collectively, the "**Non-Debtor Cash Challenge**") pursuant to Paragraph 6 hereof, then all such amounts subject to the applicable Non-Debtor Cash Challenge (except in the case of a Non-Debtor Intercompany Cash Challenge, 35% of the amount of the Non-Debtor Excess Cash used to repay the intercompany loans or other intercompany debt obligations subject to such Non-Debtor Intercompany Cash Challenge plus any other portion of the Non-Debtor Excess Cash used to pay such intercompany loans or other intercompany debt obligations to the extent that the Prepetition First Liens or Prepetition Second Liens on the equity of the applicable foreign Non-Debtor is the subject of a Non-Debtor Prepetition First Lien Cash Challenge or Non-Debtor Second Lien Cash Challenge) shall be remitted by the Debtors to an escrow account established by the Debtors to be held pending, and disbursed pursuant to, further order of this Court or agreement of the Debtors, the Committee, the DIP Agent and Prepetition First Lien Agent, and in all events shall remain subject to the liens and claims, if any, of the DIP Secured Parties and the Prepetition Secured Parties pursuant to this Final Order, the DIP Loan Documents, the Prepetition First Lien Loan Documents or the Prepetition Second Lien Note Documents; *provided, further*, that, in any event, all such amounts in the escrow account shall be released on or prior to March 31, 2016 to the DIP Agent or the Prepetition First Lien Agent, as applicable, unless all DIP Obligations and Prepetition First Lien Secured Obligations have been Paid in Full prior to such date with such amounts subject to disgorgement, and promptly disgorged by each recipient of such payment, to the extent any final, non-appealable order is entered in favor of any party in interest sustaining any Non-Debtor Cash Challenge relating to such amount. With respect to any proposed sale transaction that includes both (x) any equity interest in or asset of any foreign Non-Debtor Subsidiary and/or any intercompany loan obligations or other intercompany debt obligations owing by any foreign Non-Debtor Subsidiary to any Debtor, and (y) any other US

assets of any Debtor (a “**US/Foreign Sale Transaction**”), then the proceeds from such US/Foreign Sale Transaction shall be remitted to the DIP Agent on behalf of the applicable Secured Parties for application to the DIP Obligations, the Prepetition First Lien Obligations and/or Prepetition Second Lien Obligations in accordance with the provisions of this Final Order, and such payment shall be subject to disgorgement, and shall be promptly disgorged by each recipient of such payment, to the extent any final, non-appealable order is entered in favor of any party in interest sustaining any timely filed Challenge with respect to such recipient’s entitlement to such payment.

- (iii) In the event that any Non-Debtor Affiliate transfers cash or other property to any Debtor or any other Non-Debtor Affiliate, (a) all such cash or other property transferred shall be treated as, and the Debtors shall cause such transfers to be treated as, *first*, repayment on account of any outstanding postpetition intercompany loan or other postpetition intercompany debt obligation of such Non-Debtor Affiliate owed to such Debtor or such other Non-Debtor Affiliate until such time as all such outstanding postpetition intercompany loan or other postpetition intercompany debt obligations to such Debtor or such other Non-Debtor Affiliate are Paid in Full (as defined below), *second*, repayment on account of any outstanding prepetition intercompany loan or other prepetition intercompany debt obligation of such Non-Debtor Affiliate owed to such Debtor or such other Non-Debtor Affiliate until such time as all such outstanding prepetition intercompany loan or other prepetition intercompany debt obligations to such Debtor or such other Non-Debtor Affiliate are Paid in Full, and, *third*, solely after all such outstanding prepetition and postpetition intercompany loan or other prepetition or postpetition intercompany debt obligations of the Non-Debtor Affiliate to such Debtor or such other Non-Debtor Affiliate are Paid in Full, as a dividend or other applicable equity distribution by such Non-Debtor Affiliate to such Debtor or such Non-Debtor Affiliate, with the amount of any such repayment consisting of non-cash property to be equal to the fair market value thereof on the date of transfer, and (b) all such cash and non-cash property transferred by any Non-Debtor Affiliate to any Debtor shall immediately constitute DIP Collateral and shall be subject to (X) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens and the Adequate Protection Superpriority Claims (in each case after giving effect to any final, non-appealable order entered in favor of any party in interest sustaining any Non-Debtor Cash Challenge), and (Y) unless a final, non-appealable order is entered in favor of any party in interest sustaining any Non-Debtor Cash Challenge with respect to such amount, the Prepetition First Liens and the Prepetition Second Liens.
- (iv) To the extent that any Non-Debtor Affiliate (an “**Initial Transferor Non-Debtor Affiliate**”) intends to transfer, directly or indirectly, any cash or other property to any Debtor (an “**Ultimate Transferee Debtor**”) having a value in excess of the then outstanding amount of intercompany obligations

owed by such Initial Transferor Non-Debtor Affiliate to such Ultimate Transferee Debtor, then, to the maximum extent permitted by applicable law, the Debtors will cause such Initial Transferor Non-Debtor Affiliate to effect such transfer indirectly through another Debtor or Non-Debtor Affiliate that does then owe intercompany obligations to such receiving Debtor (an “**Intermediate Debtor/Non-Debtor Affiliate**”), with (w) such intermediate transfer to the Intermediate Debtor/Non-Debtor Affiliate constituting (A) to the extent such Initial Transferor Non-Debtor Affiliate owes intercompany obligations to such Intermediate Debtor/Non-Debtor Affiliate, a dollar-for-dollar paydown of the intercompany obligations owed by the Initial Transferor Non-Debtor Affiliate to the Intermediate Debtor/Non-Debtor Affiliate or (B) to the extent such Initial Transferor Non-Debtor Affiliate does not owe any intercompany obligations to such Intermediate Debtor/Non-Debtor Affiliate, an intercompany loan by such Initial Transferor Non-Debtor Affiliate to the Intermediate Debtor/Non-Debtor Affiliate with a principal balance equal to the dollar amount of such transfer, (x) the subsequent transfer by the Intermediate Debtor/Non-Debtor Affiliate to the Ultimate Transferee Debtor constituting a dollar-for-dollar paydown of the intercompany obligations owed by the Intermediate Debtor/Non-Debtor Affiliate to the Ultimate Transferee Debtor, (y) the amount of any such repayment of any of the intercompany obligations referenced in clauses (x) or (y) above that consist of non-cash property to be equal to the fair market value thereof on the date of transfer and (z) the proceeds from any such prepayment referenced in clause (x) above shall be subject to (M) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens and the Adequate Protection Superpriority Claims (in each case after giving effect to any final, non-appealable order entered in favor of any party in interest sustaining any Non-Debtor Cash Challenge), and (N) unless a final, non-appealable order is entered in favor of any party in interest sustaining any Non-Debtor Cash Challenge with respect to such amount, the Prepetition First Liens and the Prepetition Second Liens.

- (v) The Debtors shall not sell, or permit any of their subsidiaries to sell, the equity of any foreign Non-Debtor Affiliate unless at the closing of such sale all outstanding prepetition and postpetition intercompany loans or other intercompany debt obligations owing by such foreign Non-Debtor Affiliate to any Debtor or any other Non-Debtor Affiliate are irrevocably repaid in full, or with the consent of the DIP Agent and the Prepetition First Lien Agent, in part, in cash. The Debtors shall not release, waive or equitize any intercompany loan or other intercompany debt obligation owing by any Non-Debtor Affiliate to any Debtor or other Non-Debtor Affiliate without the prior written consent of the DIP Agent and the Prepetition First Lien Agent, each in their sole discretion. For the avoidance of doubt, nothing in this Paragraph 2(g)(v) shall affect the rights of parties in interest set forth in Paragraph 6 below with respect to any challenge regarding the Prepetition First Liens, the Prepetition Second Liens or the validity or enforceability of any outstanding intercompany loan or other intercompany debt obligation of

any Non-Debtor Affiliate owing to any Debtor or other Non-Debtor Affiliate.

(h) Interest, Fees, Costs, Indemnities and Expenses. The DIP Obligations shall bear interest at the rates, and be due and payable (and paid), as set forth in, and in accordance with the terms and conditions of, this Final Order and the DIP Loan Documents, in each case without further notice, motion, or application to, order of, or hearing before, this Court. The Debtors shall pay on demand all fees, costs, indemnities, expenses (including reasonable out-of-pocket legal and other professional fees and expenses of the DIP Agent) and other charges payable under the terms of the DIP Loan Documents. All such fees, costs, indemnities, expenses and disbursements, whether incurred, paid or required to be paid prepetition or postpetition and whether or not budgeted in the Approved Budget (but which may be paid in accordance with Section 1.10 of the DIP Credit Agreement, to the extent applicable), are hereby affirmed, ratified, authorized and payable (and any funds held by the DIP Agent and/or its professionals as of the Petition Date for payment of such fees, costs, indemnities, expenses and disbursements may be applied for payment) as contemplated in this Final Order and the DIP Loan Documents, and, subject to the provisions of Paragraph 20(b) with respect to the fees and expenses of the Lender Professionals, shall be non-refundable and not subject to challenge.

(i) Use of DIP Facility and Proceeds of DIP Collateral. The Borrowers shall apply the proceeds of all DIP Collateral solely in accordance with this Final Order and the DIP Loan Documents. Without limiting the foregoing, the Debtors shall not be permitted to make any payments (from the DIP Collateral, the proceeds of DIP Loans or otherwise) on account of any prepetition debt or obligation prior to the effective date of a confirmed chapter 11 plan or plans with respect to any of the Debtors, except (a) with respect to the Prepetition First Lien Obligations as set forth in this Final Order; (b) as provided in the First Day Orders, which First

Day Orders shall be in form and substance acceptable to the DIP Agent and the Prepetition First Lien Agent; (c) as expressly provided in other motions, orders, and requests for relief, each in form and substance acceptable to the DIP Agent and the Prepetition First Lien Agent prior to such motion, order, or request for such relief being filed; or (d) as otherwise expressly provided in the DIP Credit Agreement, without giving effect to any amendment or waiver thereof to which the Prepetition First Lien Agent has not consented in writing.

(j) Conditions Precedent. The DIP Secured Parties and Prepetition First Lien Secured Parties each have no obligation to extend credit under the DIP Facility or permit use of any DIP Collateral or Prepetition First Lien Collateral or any proceeds thereof, including Cash Collateral, as applicable, unless and until all conditions precedent (including that an Approved Budget is then in effect) to the extension of credit and/or use of DIP Collateral, Prepetition First Lien Collateral or proceeds thereof under the DIP Loan Documents and this Final Order have been satisfied in full or waived by the DIP Agent and the Prepetition First Lien Agent in accordance with the DIP Loan Documents or Prepetition First Lien Credit Agreement, as applicable, and this Final Order.

(k) DIP Liens. As security for the DIP Obligations, and subject to Paragraph 6 hereof with respect to the Roll Up DIP Loans, effective as of the Petition Date, and subject to the relative priorities as between the Roll Up DIP Facility and the remainder of the DIP Facility as more fully set forth in this Final Order and the DIP Loan Documents, the following security interests and Liens, which were immediately and without any further action by any Person valid, binding, permanent, perfected, continuing, enforceable, and non-avoidable upon the entry of the Interim Order, were granted by the Debtors to the DIP Agent, for itself and the other DIP Secured Parties and are hereby ratified and confirmed (all such security interests and Liens

granted to the DIP Agent for the benefit of all the DIP Secured Parties pursuant to this Final Order and the DIP Loan Documents, the **“DIP Liens”**), on all property of the Debtors, now existing or hereinafter acquired, including all cash and cash equivalents (whether maintained with the DIP Agent or otherwise), and any investment in such cash or cash equivalents, money, inventory, goods, accounts receivable, other rights to payment, intercompany loans and other investments, securities and other investment property, contracts, contract rights, properties, plants, equipment, machinery, general intangibles, payment intangibles, accounts, deposit accounts, documents, instruments, chattel paper, documents of title, letters of credit, letter of credit rights, supporting obligations, leases and other interests in leaseholds, real property, fixtures, patents, copyrights, trademarks, trade names, other intellectual property, intellectual property licenses, permits, franchise rights, capital stock and other equity interests of subsidiaries and in other entities, tax and other refunds, insurance proceeds, commercial tort claims, causes of action (other than Avoidance Actions), and proceeds relating thereto, rights under section 549 of the Bankruptcy Code (whether received by judgment, settlement or otherwise), all other Collateral (as defined in the DIP Loan Documents), and all other “property of the estate” (as defined in section 541 of the Bankruptcy Code) of any kind or nature, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, and all rents, products, substitutions, accessions, profits, replacements, and cash and non-cash proceeds of all of the foregoing, in each case wherever located; provided, that the DIP Liens on the equity interests of the Debtors and their direct or indirect subsidiaries shall consist of (i) 100% of the equity interests of Parent and each direct and indirect domestic Debtor subsidiary thereof, and (ii) (A) 100% of the non-voting capital stock of each direct or indirect foreign subsidiary directly owned by any Debtor and (B) 65% of the voting capital stock of each foreign subsidiary directly owned

by any Debtor and for avoidance of doubt, in the case of any foreign entity as to which any or all of the Debtors hold a joint venture interest or equity interest that does not constitute a majority interest in such entity, the DIP Lien shall extend to the entirety of any such joint venture interest or other equity interest (all of the foregoing collateral collectively referred to as the “**DIP Collateral**”):

(I) pursuant to section 364(c)(2) of the Bankruptcy Code, a perfected, binding, continuing, enforceable, and non-avoidable first priority Lien on all unencumbered DIP Collateral, excluding the Debtors’ claims and causes of action under sections 502(d), 544, 545, 547, 548, 550 and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state or municipal law and the proceeds of each of the foregoing (collectively, the “**Avoidance Actions**”, which for avoidance of doubt, excludes Debtors’ claims and causes of action under section 549 of the Bankruptcy Code or similar state or municipal law and the proceeds of each of the foregoing), whether received by judgment, settlement, or otherwise;

(II) pursuant to section 364(c)(3) of the Bankruptcy Code, a perfected, binding, continuing, enforceable, and non-avoidable Lien upon all DIP Collateral that is subject solely to the Prepetition Prior Liens, which DIP Lien shall be junior only to such Prepetition Prior Liens and the Carve-Out; and

(III) pursuant to section 364(d)(1) of the Bankruptcy Code, a perfected, binding, continuing, enforceable and non-avoidable first priority, senior priming Lien on all other DIP Collateral (including Cash Collateral), which DIP Lien (x) shall be senior to the Adequate Protection Liens and senior and priming to (A) the Prepetition First Liens and (B) any Liens that are junior to the Prepetition First Liens and the Adequate Protection Liens, after giving effect to any intercreditor or subordination agreements (the Liens referenced in clauses (A) and (B), collectively, the “**Primed Liens**”) and shall be junior only to the Prepetition Prior Liens and the Carve-Out.

(I) **DIP Lien Priority**. Notwithstanding anything to the contrary contained in this Final Order or the DIP Loan Documents, for the avoidance of doubt, the DIP Liens granted to the DIP Agent for the benefit of the DIP Secured Parties shall in each and every case be first priority senior Liens that (i) are subject only to the Prepetition Prior Liens, and to the extent provided in this Final Order and the DIP Loan Documents, shall also be subject to the Carve-Out, and (ii) except as provided in the immediately preceding sub-clause (i), are senior to all

prepetition and postpetition Liens or other interests of any kind of any other person or entity (including the Primed Liens and the Adequate Protection Liens), whether created voluntarily or involuntarily (including by order of a court).

(m) Enforceable Obligations. The DIP Loan Documents shall constitute and evidence the valid and binding DIP Obligations of the Debtors, which DIP Obligations shall be enforceable against the Debtors, their estates and any successors thereto (including any trustee or other estate representative in any Successor Case (as defined below), and their creditors and other parties-in-interest, in accordance with their terms. Subject to the provisions of Paragraph 2(d) hereof with respect to the Roll Up DIP Obligations, no obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Loan Documents, or this Final Order shall be stayed, restrained, voidable, avoidable, disallowable or recoverable under the Bankruptcy Code or under any applicable law (including under sections 502(d), 544, 547, 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, surcharge, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

(n) Superpriority Administrative Claim Status. In addition to the DIP Liens granted in the Interim Order and herein (including as ratified herein), effective immediately upon entry of the Interim Order, all of the DIP Obligations constituted allowed superpriority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code, and have priority, subject only to the payment of the Carve-Out in accordance with this Final Order, over all administrative

expense claims, adequate protection and other diminution claims (including the Adequate Protection Superpriority Claims), priority and other unsecured claims, and all other claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including administrative expenses or other claims of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546, 726, 1113, and 1114 or any other provision of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment Lien or other non-consensual Lien, levy, or attachment (the “**DIP Superpriority Claims**”). The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, shall be against each Debtor on a joint and several basis, and shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, excluding Avoidance Actions and the proceeds thereof. Other than as expressly provided in the DIP Credit Agreement and/or this Final Order with respect to the Carve-Out, no costs or expenses of administration, including professional fees allowed and payable under sections 328, 330, or 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Cases, and no priority claims are, or will be, senior to, prior to, or on a parity with the DIP Superpriority Claims or the DIP Obligations, or with any other claims of the DIP Secured Parties arising under the DIP Loan Documents and/or this Final Order. The DIP Superpriority Claims granted hereunder to the Roll Up DIP Secured Parties shall (a) be immediately junior in priority and subject to the DIP Superpriority Claims of the other DIP Secured Parties and (b) shall not be paid from the proceeds of the 35% of the voting capital stock of each foreign subsidiary directly owned by any Debtor that is not subject to the DIP Liens.

Notwithstanding anything to the contrary contained herein, the amount of the DIP Superpriority Claims to be paid from the proceeds of the 35% of the voting capital stock of each foreign subsidiary directly owned by any Debtor that is not subject to the DIP Liens shall not exceed \$9,500,000 *plus* the amount by which the Revolving Loan Commitment (as defined in the DIP Credit Agreement) is increased in excess of \$6,000,000 as authorized by the Court.

(o) Priority of DIP Liens and DIP Superpriority Claims. The DIP Liens and the DIP Superpriority Claims: (A) shall not be subject to sections 506, 510, 549, 550, or 551 of the Bankruptcy Code or the “equities of the case” exception of section 552 of the Bankruptcy Code, (B) shall not be subordinate to, or *pari passu* with, (x) any Lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise or (y) any Liens or claims of any Debtor or any direct or indirect subsidiary thereof against any Debtor or any of such Debtor’s property, (C) shall be valid and enforceable against any trustee or any other estate representative elected or appointed in the Cases, upon the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each, a “Successor Case”), and/or upon the dismissal of any of the Cases, and (D) notwithstanding anything to the contrary in any “first day” orders of this Court in any of the Cases, shall be senior to any administrative claims arising under any such “first day” orders.

(p) Application of Proceeds. Notwithstanding anything to the contrary in this Final Order (other than section 2(g)(ii) of this Final Order), the Prepetition First Lien Loan Documents or the Prepetition Second Lien Note Documents, to the extent the DIP Agent receives any proceeds of DIP Collateral constituting proceeds of Prepetition Collateral or DIP Collateral subject to the First Lien Adequate Protection Liens or the First Lien Adequate Protection

Superpriority Claims (as defined below), then such proceeds may be applied to the DIP Obligations and/or the Prepetition First Lien Obligations in accordance with the applicable provisions of the DIP Credit Agreement including, without limitation, Sections 1.8(i) and 1.10 of the DIP Credit Agreement.

3. **Adequate Protection for Prepetition First Lien Secured Parties.** In consideration for the use of the Prepetition First Lien Collateral (including Cash Collateral) and the priming of the Prepetition First Liens, the Prepetition First Lien Agent, for the benefit of the Prepetition First Lien Secured Parties, shall receive the following adequate protection (collectively referred to as the “**Prepetition First Lien Adequate Protection**”):

(i) **Roll Up DIP Facility.** Convert each DIP Revolving Lenders’ ratable share of \$12,000,000 of the Obligations (as defined in the Prepetition First Lien Credit Agreement) relating to the Revolving A Loan, Term Loan A and Term Loan B to Roll Up DIP Loans, in accordance with, and subject to, the terms of this Final Order and the DIP Loan Documents shall immediately, automatically, and irrevocably be deemed to have been converted into DIP Obligations under the Roll Up DIP Facility on the terms and conditions set forth herein and in the DIP Loan Documents.

(ii) **First Lien Adequate Protection Liens.** To the extent there is a diminution in value of the interests of the Prepetition First Lien Secured Parties in the Prepetition First Lien Collateral (including Cash Collateral) from and after the Petition Date, whether or not resulting from the use, sale, or lease by the Debtors of the applicable Prepetition First Lien Collateral (including Cash Collateral), the granting of the DIP Superpriority Claims, the granting of the DIP Liens, the subordination of the Prepetition First Liens thereto and to the Carve-Out, or the imposition or enforcement of the automatic stay of section 362(a) of the Bankruptcy Code

(“**Diminution in Prepetition First Lien Collateral Value**”), the Prepetition First Lien Agent, for the benefit of all the Prepetition First Lien Secured Parties, was granted by the Interim Order, subject to the terms and conditions set forth below, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, replacement Liens upon all of the DIP Collateral (such adequate protection replacement Liens, the “**First Lien Adequate Protection Liens**”), which First Lien Adequate Protection Liens on such DIP Collateral shall be subject and subordinate only to the DIP Liens, the Prepetition Prior Liens, the Prepetition First Liens, the Carve-Out and, notwithstanding anything in Paragraph 2(m), the provisions of Paragraph 6 below. Nothing contained herein shall limit or restrict the consideration of any factor in the determination of whether there has been a Diminution in Prepetition First Lien Collateral Value.

(iii) **First Lien Adequate Protection Superpriority Claims**. To the extent the First Lien Adequate Protection Liens are insufficient to protect the Prepetition First Lien Secured Parties against Diminution in Prepetition First Lien Collateral Value or are otherwise insufficient to protect the Prepetition First Lien Secured Parties’ interests, the Prepetition First Lien Secured Parties were further granted by the Interim Order allowed superpriority administrative claims (such adequate protection superpriority claims, the “**First Lien Adequate Protection Superpriority Claims**”), pursuant to section 507(b) of the Bankruptcy Code, with priority over all administrative expense claims and priority and other unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including administrative expenses of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 , 1113, 1114 or any other provision of the Bankruptcy Code or otherwise, junior only to the DIP Superpriority Claims and the Carve-Out to the extent provided herein and in the DIP Loan Documents, and

payable from and having recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof (including all Avoidance Actions and the proceeds thereof to the extent of the Prepetition First Lien Secured Parties' rights under Section 507(b) of the Bankruptcy Code with respect to Avoidance Actions and the proceeds thereof, and subject to the Committee's rights to dispute the entitlement to such rights to the Avoidance Actions and the proceeds thereof); provided, however, that, subject to the provisions of Paragraph 2(p), the Prepetition First Lien Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the First Lien Adequate Protection Superpriority Claims unless and until all DIP Obligations (including the Roll Up DIP Obligations) have been Paid in Full. Subject to the relative priorities set forth above, the First Lien Adequate Protection Superpriority Claims against each Debtor shall be allowed and enforceable against each Debtor and its estate on a joint and several basis. For purposes of this Final Order, the terms "**Paid in Full**," "**Repaid in Full**," "**Repay in Full**," and "**Payment in Full**" shall mean, with respect to any referenced DIP Obligations and/or Prepetition First Lien Obligations, (i) the indefeasible payment in full in cash of such obligations, (ii) the termination or cash collateralization, in accordance with the DIP Loan Documents or Prepetition First Lien Loan Documents, as applicable, of all undrawn letters of credit outstanding thereunder, and (iii) the termination of all credit commitments under the DIP Loan Documents and/or Prepetition First Lien Loan Documents, as applicable; provided, however, that the First Lien Adequate Protection Superpriority Claims granted to the Prepetition First Lien Secured Parties may be impaired pursuant to any chapter 11 plan of reorganization in the Cases with the vote of the applicable class of the holders of such claims that satisfies the requirements of section 1126 of the Bankruptcy Code, in which case, Paid in Full (or any of the other variants of this phrase referenced above) would occur upon consummation of such plan.

(iv) Priority of First Lien Adequate Protection Liens and First Lien Adequate Protection Superpriority Claims. The First Lien Adequate Protection Liens and the First Lien Adequate Protection Superpriority Claim (A) shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code or section 506(c) of the Bankruptcy Code or the “equities of the case” exception of section 552 of the Bankruptcy Code, (B) shall not be subordinate to, or *pari passu* with, (x) any Lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise or (y) any Liens or claims of any Debtor or any direct or indirect subsidiary thereof against any Debtor or any of such Debtor’s property, provided, however, that the First Lien Adequate Protection Liens and the First Lien Adequate Protection Superpriority Claims shall be subject to disgorgement to the extent that the Prepetition First Liens are successfully challenged pursuant to Paragraph 6 below, (C) shall be valid, binding, perfected and enforceable against any trustee or any other estate representative elected or appointed in the Cases or any Successor Cases, and/or upon the dismissal of any of the Cases, and (D) notwithstanding anything to the contrary in any “first day” orders of this Court in any of the Cases, shall be senior to any administrative claims arising under any such “first day” orders.

(v) Interest and Professional Fees. Without limiting any rights of the Prepetition First Lien Agent and the other Prepetition First Lien Secured Parties under section 506(b) of the Bankruptcy Code, which rights are hereby preserved, and in consideration, and as a requirement, for obtaining the consent of the Prepetition First Lien Secured Parties to the entry of this Final Order and the Debtors’ consensual use of Cash Collateral as provided herein, the Debtors shall (i) pay or reimburse in cash the Prepetition First Lien Agent for any and all fees, costs, expenses, and charges (including the reasonable and documented fees, costs, and expenses

of counsel and financial advisors for the Prepetition First Lien Agent) to the extent, and at the times, payable under the Prepetition First Lien Loan Documents, including any unpaid fees, costs and expenses accrued prior to the Petition Date (other than any interest accruing on the Prepetition First Lien Obligations in respect of Term Loan C), and (ii) on the last day of each calendar month commencing after the Closing Date, pay to the Prepetition First Lien Agent for prompt distribution to the applicable Prepetition First Lien Secured Parties any and all of the interest accruing on the Prepetition First Lien Obligations (other than any interest accruing on the Prepetition First Lien Obligations in respect of Term Loan C) under the Prepetition First Lien Credit Agreement at the default rate(s) set forth therein, in the case of each of sub-clauses (i) and (ii) above, whether or not budgeted in the Approved Budget (but which may be paid in accordance with Section 1.10 of the DIP Credit Agreement, to the extent applicable), and without further notice (except as provided in Paragraph 20(b) below with respect to postpetition professional fees, costs, and expenses), motion, or application to, order of, or hearing before, this Court. All of the foregoing payments to be made to the Prepetition First Lien Secured Parties (in each case, as described above) pursuant to this Final Order shall be subject to recharacterization as principal and reapplication pursuant to further order of this Court if and to the extent the applicable Prepetition First Lien Obligations are determined by this Court to be undersecured.

(vi) The Debtors shall deliver to the Prepetition First Lien Agent and counsel to the Committee all information, reports, documents and other material that the Debtors provide to the DIP Secured Parties pursuant to the DIP Loan Documents.

(vii) Notwithstanding the Payment in Full of the DIP Obligations and the termination of the DIP Loan Documents, and subject to Paragraph 6 of this Final Order, the covenants set forth in the DIP Loan Documents and any order of this Court relating thereto shall

continue in full force and effect for the benefit of the Prepetition First Lien Agent and the Prepetition First Lien Secured Parties, and may be enforced by the Prepetition First Lien Agent. Unless otherwise expressly set forth herein, any consent or approval rights or similar rights granted or referenced in this Final Order in favor of any or all of the DIP Agent, the other DIP Secured Parties, the Prepetition First Lien Agent and the other Prepetition First Lien Secured Parties may be exercised (or not exercised) in the sole discretion of such party.

(viii) Consent to Priming and Adequate Protection. The Prepetition First Lien Agent, on behalf of the Prepetition First Lien Secured Parties, consents to the Prepetition First Lien Adequate Protection and the priming provided for herein; provided, however, that such consent of the Prepetition First Lien Agent to the priming of the Prepetition First Liens and the use of Cash Collateral is expressly conditioned upon the entry of this Final Order, and such consent shall not be deemed to extend to any other Cash Collateral usage or other replacement financing or debtor-in-possession financing other than the DIP Facility provided under the DIP Loan Documents; and provided, further, that such consent shall be of no force and effect in the event this Final Order is not entered or is entered and subsequently reversed, modified, stayed, or amended (unless such reversal, modification, stay, or amendment is acceptable to the Prepetition First Lien Agent) or the DIP Loan Documents and DIP Facility as set forth herein are not approved.

(ix) Right to Seek Additional Adequate Protection. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, this Court finds that the adequate protection provided herein is reasonable to protect the interests of the Prepetition First Lien Secured Parties. However, the Prepetition First Lien Agent, on behalf of the Prepetition First Lien Secured

Parties, may request Court approval for additional or alternative adequate protection, without prejudice to any objection of the Debtors or any other party in interest to the grant of any additional or alternative adequate protection (except as provided in the Intercreditor Agreement); provided that any such additional or alternative adequate protection shall at all times be subordinate and junior to the claims and Liens of the DIP Secured Parties granted under this Final Order and the DIP Loan Documents. The consent of the Prepetition First Lien Secured Parties to the priming of the Prepetition First Liens by the DIP Liens and the Debtors' use of Cash Collateral on the terms set forth herein does not constitute, and shall not be construed as constituting, an acknowledgment or stipulation by the Prepetition First Lien Secured Parties that their respective interests in the Prepetition First Lien Collateral are adequately protected pursuant to this Final Order or otherwise.

4. **Adequate Protection for Prepetition Second Lien Secured Parties.** In consideration for the use of the Prepetition Second Lien Collateral (including Cash Collateral) and the priming of the Prepetition Second Liens, the Prepetition Second Lien Collateral Agent, for the benefit of the Prepetition Second Lien Secured Parties, shall receive the following adequate protection (collectively referred to as the "**Prepetition Second Lien Adequate Protection**") and together with the Prepetition First Lien Adequate Protection, the "**Prepetition Adequate Protection**"):

(i) **Second Lien Adequate Protection Liens.** To the extent there is a diminution in value of the interests of the Prepetition Second Lien Secured Parties in the Prepetition Second Lien Collateral (including Cash Collateral) from and after the Petition Date, whether or not resulting from the use, sale, or lease by the Debtors of the applicable Prepetition Second Lien Collateral (including Cash Collateral), the granting of the DIP Superpriority Claims,

the granting of the DIP Liens, the granting of the Prepetition First Lien Adequate Protection, the subordination of the Prepetition Second Liens thereto and to the Carve-Out, or the imposition or enforcement of the automatic stay of section 362(a) of the Bankruptcy Code (“**Diminution in Prepetition Second Lien Collateral Value**”), the Prepetition Second Lien Collateral Agent, for the benefit of all the Prepetition Second Lien Secured Parties, was granted by the Interim Order, subject to the terms and conditions set forth below, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, replacement Liens upon all of the DIP Collateral (such adequate protection replacement Liens, the “**Second Lien Adequate Protection Liens**” and, together with the First Lien Adequate Protection Liens, the “**Adequate Protection Liens**”), which Second Lien Adequate Protection Liens on such DIP Collateral shall be subject and subordinate only to the DIP Liens, the Prepetition Prior Liens, the Prepetition First Liens, the First Lien Adequate Protection Liens and the Carve-Out. Nothing contained herein shall limit or restrict the consideration of any factor in the determination of whether there has been a Diminution in Prepetition Second Lien Collateral Value.

(ii) **Second Lien Adequate Protection Superpriority Claims**. To the extent the Second Lien Adequate Protection Liens are insufficient to protect the Prepetition Second Lien Secured Parties’ against Diminution in Prepetition Second Lien Collateral Value or are otherwise insufficient to protect the Prepetition Second Lien Secured Parties’ interests, the Prepetition Second Lien Secured Parties were further granted by the Interim Order allowed superpriority administrative claims (such adequate protection superpriority claims, the “**Second Lien Adequate Protection Superpriority Claims**” and together with the First Lien Adequate Protection Superpriority Claims, the “**Adequate Protection Superpriority Claims**”), pursuant to section 507(b) of the Bankruptcy Code, with priority over all administrative expense claims

and priority and other unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including administrative expenses of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provision of the Bankruptcy Code or otherwise, junior only to the DIP Superpriority Claims, the First Lien Adequate Protection Superpriority Claims and the Carve-Out to the extent provided herein and in the DIP Loan Documents and the Prepetition First Lien Loan Documents, and payable from and having recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof (including all Avoidance Actions and the proceeds thereof to the extent of the Prepetition Second Lien Secured Parties' rights under Section 507(b) of the Bankruptcy Code with respect to Avoidance Actions and the proceeds thereof, and subject to the Committee's rights to dispute the entitlement to such rights to the Avoidance Actions and the proceeds thereof); provided, however, that the Prepetition Second Lien Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the Second Lien Adequate Protection Superpriority Claims unless and until all DIP Obligations (including the Roll Up DIP Obligations) and Prepetition First Lien Obligations have been Paid in Full. Subject to the relative priorities set forth above, the Second Lien Adequate Protection Superpriority Claims against each Debtor shall be allowed and enforceable against each Debtor and its estate on a joint and several basis.

(iii) Priority of Second Lien Adequate Protection Liens and Second Lien Adequate Protection Superpriority Claims. The Second Lien Adequate Protection Liens and the Second Lien Adequate Protection Superpriority Claim (A) shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code or section 506(c) of the Bankruptcy Code or the

“equities of the case” exception of section 552 of the Bankruptcy Code, (B) shall not be subordinate to, or *pari passu* with, (x) any Lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise or (y) any Liens or claims of any Debtor or any direct or indirect subsidiary thereof against any Debtor or any of such Debtor’s property, provided, however, that the Second Lien Adequate Protection Liens and the Second Lien Adequate Protection Superpriority Claims shall be subject to disgorgement to the extent that the Prepetition Second Liens are successfully challenged pursuant to Paragraph 6 below, (C) shall be valid, binding, perfected and enforceable against any trustee or any other estate representative elected or appointed in the Cases or any Successor Cases, and/or upon the dismissal of any of the Cases, and (D) notwithstanding anything to the contrary in any “first day” orders of this Court in any of the Cases, shall be senior to any administrative claims arising under any such “first day” orders. Notwithstanding the foregoing, nothing in this Final Order or otherwise shall be construed to limit or otherwise restrict the ability to satisfy the Second Lien Adequate Protection Superpriority Claims pursuant to the terms of the Intercreditor Agreement including, without limitation, Section 2.2(d) thereof.

(iv) Consent to Priming and Adequate Protection. The Prepetition Second Lien Collateral Agent, on behalf of the Prepetition Second Lien Secured Parties, consents, or pursuant to the Intercreditor Agreement, is deemed to consent, to the Prepetition Second Lien Adequate Protection and the priming provided for herein; provided, however, that such consent of the Prepetition Second Lien Collateral Agent to the priming of the Prepetition Second Liens and the use of Cash Collateral is expressly conditioned upon the entry of this Final Order.

5. **Automatic Postpetition Lien Perfection.** This Final Order shall be sufficient and conclusive evidence of the validity, enforceability, perfection, and priority of the DIP Liens and the Adequate Protection Liens without the necessity of (a) filing or recording any financing statement, deed of trust, mortgage, or other instrument or document that may otherwise be required under the law of any jurisdiction, (b) obtaining “control” (as defined in any applicable Uniform Commercial Code or other law) over any DIP Collateral (and the DIP Agent and, after Payment in Full of the DIP Facility, the Prepetition First Lien Agent shall be deemed, without any further action, to have control over all the Debtors’ deposit accounts, securities accounts and commodities accounts within the meaning of such Uniform Commercial Code and other law) or (c) taking any other action to validate or perfect the DIP Liens and the Adequate Protection Liens or to entitle the DIP Liens and the Adequate Protection Liens to the priorities granted herein and in the Interim Order. Notwithstanding the foregoing, each of the DIP Agent and the Prepetition First Lien Agent (in the latter case, solely with respect to the First Lien Adequate Protection Liens) may, each in their sole discretion, enter into and file, as applicable, financing statements, mortgages, security agreements, notices of Liens, and other similar documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, security agreements, notices, and other agreements or documents shall be deemed to have been entered into, filed or recorded as of the Petition Date. The applicable Debtors shall execute and deliver to the DIP Agent and/or the Prepetition First Lien Agent, as applicable, all such financing statements, mortgages, notices, and other documents as such parties may reasonably request to evidence and confirm the contemplated validity, perfection and priority of the DIP Liens and the First Lien Adequate Protection Liens, as applicable, granted pursuant hereto. Without limiting the foregoing, each of the DIP Agent

and the Prepetition First Lien Agent may, in its discretion, file a photocopy of this Final Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property, and in such event, the subject filing or recording officer shall be authorized and hereby is directed to file or record such copy of the Interim Order or this Final Order. To the extent that the Prepetition First Lien Agent is the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, financing statement, or account control agreements, listed as loss payee or additional insured under any of the Debtors' insurance policies, or is the secured party under any of the Prepetition First Lien Loan Documents, the DIP Agent shall also be deemed to be the secured party under such account control agreements, loss payee or additional insured under the Debtors' insurance policies, and the secured party under each such Prepetition First Lien Loan Document, shall have all rights and powers attendant to that position (including rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received pursuant to the provisions of Paragraph 2(p). The Prepetition First Lien Agent shall serve as agent for the DIP Agent for purposes of perfecting the DIP Agent's Liens on all DIP Collateral that, without giving effect to the Bankruptcy Code and this Final Order, is of a type such that perfection of a Lien therein may be accomplished only by possession or control by a secured party.

6. **Reservation of Certain Third Party Rights and Bar of Challenges and Claims.** The Debtors' Stipulations are binding upon the Debtors and their estates (without prejudice to the rights of other parties in asserting actions on behalf of the Debtors' estates as provided below) in all circumstances effective as of the date of entry of the Interim Order. The Debtors' Stipulations shall be binding upon each other party in interest, including the

Committee, except to the extent and only to the extent such Committee or, solely as provided in clause (y) below, any other party in interest with standing (including any chapter 11 trustee) other than the Debtors (or if the Cases are converted to cases under chapter 7 prior to the expiration of the Challenge Period (as defined below), the chapter 7 trustee in such Successor Case), *first*, commences, (x) with respect to any Committee, December 23, 2015, and (y) with respect to other parties in interest with requisite standing other than the Debtors, December 27, 2015 (such time period established by the earlier of clauses (x) and (y), as the same may be extended in accordance with this Paragraph 6, shall be referred to as the “**Challenge Period**,” and the date that is the next calendar day after the termination of the Challenge Period in the event that either (i) no Challenge (as defined below) is properly raised during the Challenge Period or (ii) with respect only to those parties who properly file a Challenge, such Challenge is fully and finally adjudicated, shall be referred to as the “**Challenge Period Termination Date**”), (A) a contested matter, adversary proceeding, challenging or otherwise objecting to the admissions, stipulations, findings, or releases included in the Debtors’ Stipulations (including with respect to any lien of the Prepetition Secured Parties on, or the validity or enforceability of, any outstanding intercompany loan or other intercompany debt obligation of any Non-Debtor Affiliate owing to any Debtor or other Non-Debtor Affiliate), or (B) a contested matter, adversary proceeding against any or all of the Prepetition Secured Parties in connection with or related to the Prepetition First Lien Obligations or the Prepetition Second Lien Obligations, or the actions or inactions of any of the Prepetition Secured Parties arising out of or related to the Prepetition First Lien Obligations, the Prepetition First Lien Loan Documents, the Prepetition Second Lien Obligations or the Prepetition Second Lien Note Documents, including any claim against any or all of the Prepetition Secured Parties in the nature of a “lender liability” cause of

action, setoff, counterclaim, or defense to the Prepetition First Lien Obligations or the Prepetition Second Lien Obligations (including those under sections 506, 544, 547, 548, 549, 550, and/or 552 of the Bankruptcy Code or by way of suit against any of the Prepetition Secured Parties) (clauses (i) and (ii) collectively, the “**Challenges**” and, each individually, a “**Challenge**”), and *second*, obtains a final, non-appealable order in favor of such party in interest sustaining any such Challenge in any such timely-filed contested matter, adversary proceeding, or other action (any such Challenge timely brought for which such a final and non-appealable order is so obtained, a “**Successful Challenge**”). Notwithstanding the foregoing, the filing by the Committee of a motion seeking derivative standing which attaches to such motion a draft complaint setting forth the causes of action for which derivative standing is sought (the “**Purported Causes of Action**”) shall constitute a timely Challenge solely with respect to the Purported Causes of Action. If a chapter 7 trustee or a chapter 11 trustee is appointed or elected during the Challenge Period, then the Challenge Period Termination Date with respect to such trustee only shall be the later of (i) the last day of the Challenge Period and (ii) the date that is twenty (20) days after the date on which such trustee is appointed or elected. Except as otherwise expressly provided herein, from and after the Challenge Period Termination Date and for all purposes in these Cases and any Successor Cases (and after the dismissal of these Cases or any Successor Cases), (i) all payments made to or for the benefit of the Prepetition First Lien Secured Parties or the Prepetition Second Lien Secured Parties pursuant to, or otherwise authorized by, this Final Order or otherwise (whether made prior to, on, or after the Petition Date) shall be indefeasible and not be subject to counterclaim, set-off, subordination, recharacterization, defense, disallowance, recovery or avoidance, (ii) any and all such Challenges by any party in interest shall be deemed to be forever released, waived, and barred, (iii) all of the

Prepetition First Lien Obligations shall be deemed to be fully allowed claims within the meaning of section 506 of the Bankruptcy Code (which claims and Liens shall have been deemed satisfied to the extent the Prepetition First Lien Obligations are converted into Roll Up DIP Obligations as provided herein), and (iv) the Debtors' Stipulations, including the release provisions therein, shall be binding on all parties in interest in these Cases or any Successor Cases, including any Committee or chapter 11 or chapter 7 trustee. Notwithstanding the foregoing, to the extent any Challenge is timely asserted, the Debtors' Stipulations and the other provisions in clauses (i) through (iv) in the immediately preceding sentence shall nonetheless remain binding and preclusive on any Committee and on any other party in interest from and after the Challenge Period Termination Date, except to the extent that such Debtors' Stipulations or the other provisions in clauses (i) through (iv) of the immediately preceding sentence were expressly challenged in such Challenge and such Challenge becomes a Successful Challenge. For the avoidance of doubt, any chapter 7 or 11 trustee appointed or elected in these Chapter 11 Cases during the Challenge Period shall, until the Challenge Period Termination Date with respect to any Challenge (whether commenced by such trustee or commenced by any other party in interest on behalf of the Debtors' estates), be deemed to be a party other than the Debtors and shall not, for purposes of such Challenge, be bound by the acknowledgments, admissions, confirmations, stipulations and waivers of the Debtors in this Final Order. The Challenge Period may be extended only with the written consent of the Prepetition First Lien Agent and/or the Prepetition Second Lien Collateral Agent, as applicable, in their respective sole discretion. Notwithstanding any provision to the contrary herein, nothing in this Final Order shall be construed to grant standing on any party in interest, including any Committee, to bring any Challenge on behalf of the Debtors' estates. The failure of any party in interest, except the Committee, to obtain an

order of this Court prior to the Challenge Period Termination Date granting standing to bring any Challenge on behalf of the Debtors' estates shall not be a defense to failing to commence a Challenge prior to the Challenge Period Termination Date as required under this Paragraph 6 or to require or permit an extension of the Challenge Period Termination Date.

7. **Carve-Out.** Subject to the terms and conditions contained in this Paragraph 7, each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve-Out in accordance with the terms of this Final Order:

(i) **Carve-Out.** For purposes of this Final Order, "**Carve-Out**" means (a) all unpaid fees required to be paid in these Cases to the clerk of the Bankruptcy Court and to the office of the United States Trustee under 28 U.S.C. § 1930(a)(6) (as determined by final order of the Court or by agreement with the United States Trustee); (b) (X) subject to the terms and conditions of this Final Order, the reasonable unpaid fees, costs, and disbursements of professionals, other than Stifel (as defined below), retained by the Debtors in these Cases (collectively, together with Stifel, the "**Debtors' Professionals**") that are (i) incurred prior to the delivery by the DIP Agent and/or the Prepetition First Lien Agent of a Carve-Out Trigger Notice (as defined below), (ii) provided for in the Approved Budget (as modified by the Budget Covenants; provided, for the avoidance of doubt, that the fees and expenses of the Debtors' Professionals shall not exceed the amount in the Approved Budget for the applicable time period), (iii) ultimately allowed by this Court under sections 327, 330, or 363 of the Bankruptcy Code and (iv) unpaid after application of any retainers being held by such professionals and any other available proceeds of unencumbered assets of the Debtors and (Y) subject to the terms and conditions of this Final Order, and solely following approval by the Bankruptcy Court of the

retention by the Debtors of Stifel, Nicolaus & Company, Incorporated (“**Stifel**”) as the Debtors’ investment banker on the terms set forth in that certain engagement letter agreement dated as of August 19, 2015 by and among Stifel and Taylor-Wharton International LLC (the “**Stifel Engagement Letter**”), the fees, if any, owing to Stifel under section 5 of the Stifel Engagement Letter plus reasonable out-of-pocket expenses incurred by Stifel in an amount not to exceed \$50,000 (for the avoidance of doubt, the Carve-Out shall not include any amounts owed to Stifel on account of any indemnification, contribution or similar provision of the Stifel Engagement Letter including, without limitation, Attachment A thereto); *provided*, that the portion of the Carve-Out described in this clause (Y) shall not apply to any fees, if any, owing to Stifel under section 5 of the Stifel Engagement Letter in respect of any Sale (as defined in the Stifel Engagement Letter) if, *first*, Stifel’s engagement pursuant to the Stifel Engagement Letter has expired or been terminated as of the closing of such Sale, and, *second*, the Debtor has retained another investment banker or financial advisor who is owed fees in respect of such Sale; (c) subject to the terms and conditions of this Final Order, the reasonable unpaid fees, costs, and disbursements of professionals retained by the Committee in these Cases (collectively, the “**Committee’s Professionals**”) and all reasonable unpaid out-of-pocket expenses of the members of any Committee (“**Committee Members**”), in each case that are incurred prior to the delivery by the DIP Agent and/or the Prepetition First Lien Agent of a Carve-Out Trigger Notice and in accordance with the Approved Budget and the Budget Covenants, and that are allowed by this Court under sections 328, 330, or 1103 of the Bankruptcy Code and remain unpaid after application of any other available proceeds of unencumbered assets of the Debtors, in an aggregate amount (for both Committee Members and the Committee’s Professionals) not to exceed \$400,000 (the “**Committee Pre-Default Professional Fee Carve-Out**”); *provided* that

upon Payment in Full of the allowed DIP Obligations, the DIP Superpriority Claims, the Prepetition First Lien Obligations (other than the Prepetition First Lien Obligations in respect of Term Loan C) and the First Lien Adequate Protection Superpriority Claims (other than the First Lien Adequate Protection Superpriority Claims in respect of Term Loan C), the Committee Pre-Default Professional Fee Carve-Out shall be increased to \$700,000 and such amount shall be and hereby is approved as part of the Approved Budget; (d) the reasonable unpaid fees, costs, and disbursements of the Debtors' Professionals that are incurred after the delivery of a Carve-Out Trigger Notice by the DIP Agent and/or the Prepetition First Lien Agent, that are included in the Approved Budget for the applicable period and comply with the Budget Covenants and are allowed by this Court under sections 327, 330 or 363 of the Bankruptcy Code after application of any retainers being held by such professionals and any other available proceeds of unencumbered assets of the Debtors, in an aggregate amount not to exceed \$150,000 (the "**Debtors' Professionals Carve-Out Cap**"); and (e) the reasonable unpaid fees, costs, and disbursements of the Committee Professionals and the reasonable unpaid expenses of Committee Members that are incurred after the delivery of a Carve-Out Trigger Notice by the DIP Agent and/or the Prepetition First Lien Agent, that are included in the Approved Budget for the applicable period and comply with the Budget Covenants and are allowed by this Court under sections 328, 330 or 1103 of the Bankruptcy Code after application of any other available proceeds of unencumbered assets of the Debtors, in an aggregate amount (for both Committee Members and the Committee's Professionals) not to exceed \$50,000 (the "**Committee Carve-Out Cap**" and, together with the Debtors' Professionals Carve-Out Cap, the "**Post-Default Carve-Out Cap**"). The term "**Carve-Out Trigger Notice**" shall mean a written notice delivered by the DIP Agent and/or the Prepetition First Lien Agent to the Debtors' lead counsel,

the United States Trustee, and lead counsel to any Committee appointed in these Cases, which notice may be delivered at any time following the occurrence and during the continuation of any Termination Event (as defined below), expressly stating that the Post-Default Carve-Out Cap is triggered. The DIP Agent shall be entitled to establish and maintain reserves against borrowing availability under the DIP Facility on account of the Carve-Out (including, for avoidance of doubt, the DIP Agent's estimate of future fees and expenses of the Debtors' Professionals, the Committee's Professionals and the Committee Members that may be incurred before or after the delivery of Carve-Out Trigger Notice) in accordance with the terms of the DIP Credit Agreement. No amounts set forth in this subparagraph 7(i) with respect to the Post-Default Carve-Out Cap may be modified without the prior written consent of the DIP Agent or the Prepetition First Lien Agent, as applicable.

(ii) No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees. Neither the DIP Secured Parties nor the Prepetition First Lien Secured Parties shall be responsible for the direct payment or reimbursement of any fees or disbursements of any of the Debtors' Professionals, Committee's Professionals or Committee Members incurred in connection with the Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed (i) to obligate any DIP Secured Party, any Prepetition First Lien Secured Party or any Prepetition Second Lien Secured Party in any way to pay compensation to, or to reimburse expenses of, any of the Debtors' Professionals, the Committee's Professionals or Committee Members, or to guarantee that the Debtors or their estates have sufficient funds to pay such compensation or reimbursement or (ii) to increase the Carve-Out if actual allowed fees and expenses of any of the Debtors' Professionals, Committee's Professionals or Committee Members are higher in fact than the amounts in the Approved

Budget or the Carve-Out Cap. Notwithstanding any provision in this Paragraph 7 to the contrary, no portion of the Carve-Out, Cash Collateral, Prepetition First Lien Collateral, Prepetition Second Lien Collateral, DIP Collateral or proceeds of the DIP Facility shall be utilized for the payment of professional fees and disbursements to the extent restricted under Paragraph 16 hereof. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, any Committee, any other official or unofficial committee in these Cases or any Successor Cases, or of any other person or entity, or shall affect the right of any DIP Secured Party or any Prepetition First Lien Secured Party to object to the allowance and payment of any such fees and expenses.

(iii) Payment of Allowed Professional Fees and Expenses Prior to the Termination Declaration Date. Prior to the occurrence of the Termination Declaration Date (as defined below), the Debtors shall be permitted to pay allowed fees and expenses of the Debtors' Professionals, the Committee's Professionals and the Committee Members (to the extent the fees and expenses of the Debtors' Professionals, the Committee's Professionals and the Committee Members were incurred in accordance with the Approved Budget), subject to this Final Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any interim compensation procedures order entered by this Court. The amounts paid prior to the Carve-Out Trigger Notice shall not reduce the Post-Default Carve-Out Cap.

(iv) Submission of Invoices. At the end of each calendar month, the Debtors' Professionals, Committee's Professionals and the Committee Members (or counsel for the Committee on behalf of the Committee Members) shall submit to the DIP Agent and the Prepetition First Lien Agent their respective invoices for professional services rendered in the

immediately preceding month (or in the case of Committee Members, their respective expenses), which invoices may be redacted to exclude privileged information.

8. **Waiver of 506(c) Claims.** Effective upon the date of entry of the Interim Order in the case of the DIP Secured Parties (and their DIP Liens and their other rights in respect of the DIP Collateral, the Prepetition First Lien Collateral and Cash Collateral), and effective as of the date of this Final Order in the case of the Prepetition First Lien Secured Parties (and their Prepetition First Liens and their other rights in respect of the DIP Collateral, the Prepetition First Lien Collateral and Cash Collateral), and as a further condition of (i) the DIP Facility and any obligation of the DIP Secured Parties to make credit extensions pursuant to the DIP Loan Documents (and the consent of the DIP Secured Parties and the Prepetition First Lien Secured Parties to the payment of the Carve-Out to the extent provided herein) and (ii) the Debtors' use of Cash Collateral pursuant to the Interim Order and this Final Order, (a) no costs or expenses of administration of the Cases or any Successor Cases shall be charged against or recovered from or against any or all of the DIP Secured Parties and/or the Prepetition First Lien Secured Parties, the Prepetition First Lien Collateral, the DIP Collateral and the Cash Collateral, in each case pursuant to section 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the DIP Agent and the Prepetition First Lien Agent, and (b) no such consent shall be implied from any other action, inaction, or acquiescence of any or all of the DIP Secured Parties and the Prepetition First Lien Secured Parties.

9. **After-Acquired Property.** Except as otherwise expressly provided in this Final Order, pursuant to section 552(a) of the Bankruptcy Code, all property acquired by the Debtors on or after the Petition Date is not, and shall not be, subject to any Lien of any person or entity resulting from any security agreement entered into by the Debtors prior to the Petition Date,

except to the extent that such property constitutes proceeds of property of the Debtors that is subject to a valid, enforceable, perfected, and unavoidable Lien as of the Petition Date (or a valid, enforceable and unavoidable Lien that is perfected subsequent to the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code) that is not subject to subordination or avoidance under the Bankruptcy Code or other provisions or principles of applicable law.

10. **Protection of DIP Secured Parties' and Prepetition First Lien Secured Parties' Rights.**

(a) Unless the DIP Agent and the Prepetition First Lien Agent shall have provided their prior written consent or all DIP Obligations and Prepetition First Lien Obligations have been Paid in Full, there shall not be entered in any of these Cases or any Successor Cases any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other Lien on all or any portion of the DIP Collateral or Prepetition First Lien Collateral and/or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the Prepetition First Liens, the First Lien Adequate Protection Liens, the First Lien Adequate Protection Superpriority Claims and/or the other DIP Protections; (ii) the use of Cash Collateral for any purpose other than to Pay in Full the DIP Obligations and the Prepetition First Lien Obligations or as otherwise permitted in the DIP Loan Documents and this Final Order, (iii) the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor or any creditor's taking any setoff against any of its prepetition indebtedness based upon any such return pursuant to

section 553 of the Bankruptcy Code or otherwise, or (iv) any modification of any of the DIP Secured Parties' or the Prepetition First Lien Secured Parties' rights under this Final Order, the DIP Loan Documents or the Prepetition First Lien Loan Documents with respect any DIP Obligations or Prepetition First Lien Obligations.

(b) The Debtors (and/or their legal and financial advisors in the case of clauses (ii) through (iv) below) will, whether or not the DIP Obligations have been Paid in Full, (i) maintain books, records, and accounts to the extent and as required by the DIP Loan Documents, (ii) reasonably cooperate with, consult with, and provide to the DIP Secured Parties and the Prepetition First Lien Secured Parties all such information and documents that any or all of the Debtors are obligated (including upon request by any of the DIP Secured Parties or the Prepetition First Lien Secured Parties) to provide under the DIP Loan Documents or the provisions of this Final Order, (iii) permit consultants, advisors and other representatives (including third party representatives) of each of the DIP Agent and the Prepetition First Lien Agent to visit and inspect any of the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour the Debtors' business premises and other properties, and to discuss, and provide advice with respect to, their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, independent public accountants and other professional advisors (other than legal counsel) as and to the extent required by the DIP Loan Documents and/or the Prepetition First Lien Loan Documents, (iv) permit the DIP Agent and the Prepetition First Lien Agent and their respective consultants, advisors and other representatives to consult with the Debtors' management and advisors on matters concerning the Debtors' businesses, financial condition, operations and assets and the Debtors' sale process, and (v) permit the DIP Agent and the

Prepetition First Lien Agent to conduct, at their discretion and at the Debtors' cost and expense, field audits, collateral examinations and inventory appraisals at reasonable times in respect of any or all of the DIP Collateral and the Prepetition First Lien Collateral. Notwithstanding anything to the contrary contained herein, the Debtors do not waive any right to attorney-client, work product, or similar privilege, and the Debtors shall not be required to provide the DIP Agent, the Prepetition First Lien Agent, or their respective counsel and financial advisors with any information subject to attorney-client privilege or consisting of attorney work product. For avoidance of doubt, the Prepetition First Lien Agent shall have the same access and cooperation rights as the DIP Agent for purposes of this subparagraph (b); *provided* that to the extent the DIP Agent and the Prepetition First Lien Agent concurrently exercise the same access and cooperation rights, the Debtors shall only be required to reimburse either the DIP Agent or the Prepetition First Lien Agent, but not both, for costs and expenses in connection with such access and cooperation rights.

11. **Proceeds of Subsequent Financing.** Without limiting the provisions and protections of Paragraph 10 above, if at any time prior to the Payment in Full of all the DIP Obligations and the Prepetition First Lien Obligations (including subsequent to the confirmation of any chapter 11 plan or plans with respect to any of the Debtors), the Debtors' estates, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed shall obtain credit or incur debt pursuant to sections 364(b), 364(c), 364(d), or any other provision of the Bankruptcy Code in violation of this Final Order or the DIP Loan Documents, then all of the cash proceeds derived from such credit or debt and all Cash Collateral shall immediately be turned over to the DIP Agent for application to the DIP Obligations or as provided in Paragraph 2(p).

12. **Cash Collection.** Except as otherwise provided in Paragraph 2(g) of this Final Order, all collections and proceeds of any DIP Collateral or Prepetition First Lien Collateral or services provided by any Debtor and all Cash Collateral that shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall be promptly deposited in the same lock-box and/or deposit accounts into which the collections and proceeds of the Prepetition First Lien Collateral were deposited under the Prepetition First Lien Loan Documents (or in such other accounts as are designated by the DIP Agent from time to time) (collectively, the “**Cash Collection Accounts**”), which accounts shall be subject to the sole dominion and control of the DIP Agent and the Prepetition First Lien Agent (and the funds in such accounts may be used by the Debtors to the extent provided in this Final Order and the DIP Loan Documents). Upon the direction of the DIP Agent or, following Payment in Full of the DIP Obligations, the Prepetition First Lien Agent, at any time after the occurrence of a Termination Event and subject to the provisions of Paragraphs 2(g), 7 and 15, all proceeds in the Cash Collection Accounts shall be remitted to the DIP Agent for application to the DIP Obligations or as provided in Paragraph 2(p), and the DIP Agent and the Prepetition First Lien Agent shall be entitled to take all action that is necessary or appropriate to effectuate the foregoing. Unless otherwise agreed to in writing by the DIP Agent and the Prepetition First Lien Agent, the Debtors shall maintain no accounts except those identified in the *Debtors’ Motion Pursuant to 11 U.S.C. 105(a) and 345(b), Fed. R. Bankr. 2015 and Del. Bankr. L.R. 2015-2 for an Order (I) Authorizing and Approving Use of Prepetition Cash Management System, (ii) Authorizing Continued Use of Prepetition Bank Accounts and Business Forms, (III) Waiving the Requirements of 11 U.S.C. 345(b) on an Interim Bases, and (IV) Allowing Banks to Continue to Setoff Ordinary Administrative Fees Against the Debtors’ Bank*

Accounts filed contemporaneously herewith (the "**Cash Management Order**"). The Debtors and the financial institutions where the Debtors' Cash Collection Accounts are maintained (including those accounts identified in any Cash Management Order), are authorized and directed to remit, without offset or deduction, funds in such Cash Collection Accounts upon receipt of any direction to that effect from the DIP Agent or, following Payment in Full of the DIP Obligations, the Prepetition First Lien Agent. The Debtors are authorized to incur obligations and liabilities for treasury, depository or cash management services, including overnight overdraft services, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services provided on a postpetition basis by any financial institution at which any Cash Collection Account is maintained; provided, however, that (i) any Lien securing any such obligations shall be junior to the DIP Lien on the funds in the Cash Collection Accounts at such financial institution, and (ii) except to the extent otherwise required by this Court, nothing herein shall require any DIP Secured Party or Prepetition First Lien Secured Party to incur any overdrafts or provide any such services or functions to the Debtors.

13. **Disposition of DIP Collateral; Credit Bid.**

(a) Unless the DIP Obligations and the Prepetition First Lien Obligations are Paid in Full upon the closing of a sale or other disposition of the DIP Collateral or Prepetition First Lien Collateral, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or any Prepetition First Lien Collateral (or enter into any binding agreement to do so) without the prior written consent of the DIP Agent and the Prepetition First Lien Agent (and no such consent shall be implied from any other action, inaction, or acquiescence by any DIP Secured Party or Prepetition First Lien Secured Party or any order of this Court), except as

permitted in the DIP Loan Documents and/or the Prepetition First Lien Loan Documents, as applicable, and this Final Order. Except to the extent the DIP Loan Documents otherwise expressly provide, all proceeds from the sale, transfer, lease, encumbrance or other disposition of any DIP Collateral outside the ordinary course of business shall be remitted to the DIP Agent for application to the DIP Obligations or as provided in Paragraph 2(p). In addition, the Debtors are authorized and directed to enter into such blocked account agreements (with cash dominion, if the DIP Agent so elects) with the DIP Agent and such financial institutions as the DIP Agent may require, and, if it so elects, the DIP Agent shall be entitled to enjoy the benefit of all control agreements to which the Prepetition First Lien Agent is a party without the need to enter into new blocked account agreements.

(b) Subject to Paragraph 6 of this Final Order, the Prepetition First Lien Agent (or one or more of its designees, affiliates or assignees) shall have the unqualified right to credit bid up to the full amount of any Prepetition First Lien Obligations in any sale of the Prepetition First Lien Collateral (or any DIP Collateral subject to any First Lien Adequate Protection Liens) under or pursuant to (i) section 363 of the Bankruptcy Code, (ii) any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code to the extent any sale contemplated thereunder does not result in Payment in Full of all of the DIP Obligations on the effective date of such plan, or (iii) section 725 of the Bankruptcy Code; provided, however, that if the Prepetition First Lien Agent (or one or more of its designees, affiliates or assignees) submits and consummates a credit bid of any portion of the Prepetition First Lien Obligations for some or all of the Prepetition First Lien Collateral (or any DIP Collateral subject to any First Lien Adequate Protection Liens) (the portion of the Prepetition First Lien Obligations constituting the credit bid, the **“Credit Bid Prepetition First Lien Obligations,”** and the Prepetition First Lien Collateral (or

DIP Collateral subject to any First Lien Adequate Protection Liens) that are subject to such credit bid, the “**Credit Bid Assets**”) and a challenge under Paragraph 6 of this Final Order is filed that subsequently results in a final non-appealable order finding that any portion of the Credit Bid Assets acquired in such credit bid transaction were not subject to valid perfected liens and secured claims of the Prepetition First Lien Agent (the “**Specified Credit Bid Assets**”), then the Prepetition First Lien Agent shall remit cash consideration to the estate(s) of the applicable Debtors or their successor(s), in an amount equal to the portion of the Credit Bid Prepetition First Lien Obligations allocable to such Specified Credit Bid Assets (or if no such allocation was made as part of the credit bid, the fair market value of such Specified Credit Bid Assets, as may be determined by agreement of the Debtors and Committee or further order of the Court). Notwithstanding the foregoing, the Committee shall be permitted to object to the credit bid of (a) the Prepetition First Lien Agent (or one or more of its designees, affiliates or assignees) or (b) the DIP Agent (or one or more of its designees, affiliates or assignees) solely with respect to any Roll Up DIP Obligations included in such credit bid, on any grounds, at any time on or prior to the hearing to approve such credit bid; *provided*, that (x) following the conclusion of the Challenge Period the only objections with respect to any matters subject to the Debtors’ Stipulations shall be with respect to those issues that are either the subject of a pending Challenge or for which a final non-appealable order has been entered in favor of any party in interest sustaining a Challenge and (y) following the Challenge Period Termination Date no objection may be raised with respect to any matters subject to the Debtors’ Stipulations except to the extent relating solely to issues for which a final non-appealable order has been entered in favor of any party in interest sustaining a Challenge. Subject to subsection (b) of the immediately prior sentence, the DIP Agent (or one or more of its designees, affiliates or assignees) shall have the unqualified right to credit bid any or all

of the DIP Obligations under or pursuant to (i) section 363 of the Bankruptcy Code, (ii) any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) section 725 of the Bankruptcy Code. If the DIP Agent or the Prepetition First Lien Agent or their respective designees, affiliates or assignees make a credit bid in connection with any auction or other sale process relating to the sale or other disposition of any DIP Collateral or Prepetition First Lien Collateral, then for purposes of such auction or sale process or any applicable order of this Court, the DIP Agent and/or Prepetition First Lien Agent shall be automatically deemed to be a qualified bidder and its bid shall be automatically deemed to constitute a qualified bid, regardless of whether the qualified bidder or qualified bid requirements are satisfied.

14. **Termination Events**. The following shall constitute a termination event under this Final Order and the DIP Loan Documents unless waived in writing by each of the DIP Agent and the Prepetition First Lien Agent (each, a "**Termination Event**"):

(a) The occurrence of an "Event of Default" under the DIP Credit Agreement, as set forth therein (a "**DIP Default Termination Event**").

(b) Any other breach, default or other violation by any of the Debtors of the terms and provisions of this Final Order.

(c) The failure of the DIP Agent, the Prepetition First Lien Agent and the Debtors to agree upon the Supplemental Approved Budget on or before the date of the Sale Re-Evaluation Event or the fifth business day after a Bid Re-Evaluation Event or a Cash Surplus Re-Evaluation Event as set forth in Section 2(e) above.

(d) The Debtors' failure to timely and strictly comply with any of the obligations and deadlines set forth in Schedule 1 attached hereto (the "**Sale/Chapter 11 Milestones**").

15. **Rights and Remedies Upon Termination Event.**

(a) Any automatic stay otherwise applicable to the DIP Secured Parties is hereby modified, without requiring prior notice to or authorization of this Court, to the extent necessary to permit the DIP Secured Parties to exercise (i) immediately upon the occurrence and during the continuance of any Termination Event, all rights and remedies under this Final Order, the DIP Loan Documents and/or applicable non-bankruptcy law (other than those rights and remedies against the DIP Collateral as provided in subparagraph 15(b) below), including the right to (i)(1) declare all DIP Obligations to be immediately due and payable, (2) declare the termination, reduction or restriction of any further commitment to extend credit to the Debtors, to the extent any such commitment remains, and/or (3) terminate the DIP Facility and any other DIP Loan Documents as to any future liability or obligation of the DIP Agent and the other DIP Secured Parties, but without affecting any of the DIP Obligations or the DIP Liens securing the DIP Obligations; and/or (ii) declare a termination, reduction or restriction on the ability of the Debtors to use any Cash Collateral (any such declaration under any of clauses 15(a)(i)(1), (2) or (3) or (ii) shall be made to the respective lead counsel to the Debtors, the Committee and the U.S. Trustee, and shall be referred to herein as a “**Termination Declaration**” and the date that is the earliest to occur of any such Termination Declaration being herein referred to as the “**Termination Declaration Date**”).

(b) In addition to the rights and remedies described above, five (5) Business Days following the Termination Declaration Date, unless prior to such time this Court determines that a Termination Event has not occurred and/or is not continuing, the DIP Agent is hereby granted relief from the automatic stay, without further notice, hearing, motion, order or other action of any kind, to foreclose on, or otherwise enforce and realize on, its DIP Liens on all

or any portion of the DIP Collateral, including by collecting accounts receivable and applying the proceeds thereof to the DIP Obligations or as provided by Paragraph 2(p), and by occupying the Debtors' premises to sell or otherwise dispose of the DIP Collateral. Solely during the five Business Day period after a Termination Declaration Date, the Debtors and any Committee shall be entitled to an emergency hearing before this Court for the purpose of contesting whether a Termination Event has occurred. During such five Business Day period, the Debtors may not use Cash Collateral or any amounts previously or thereafter advanced under the DIP Credit Facility except to pay payroll and other expenses critical to keep the business of the Debtors operating in accordance with the Approved Budget. Notwithstanding the foregoing, the Debtors may continue to use Cash Collateral and/or the Sale Set Aside, to the extent applicable, to pay accrued expenses incurred by the Debtors prior to such Termination Declaration Date solely to the extent (x) such accrued expenses are provided for in the Approved Budget for the period ending prior to such Termination Declaration Date and (y) the payment of such expenses shall not result in the outstanding DIP Obligations to exceed the Aggregate Revolving Loan Commitment (as defined in the DIP Credit Agreement and excluding the incremental \$1,000,000 set forth in clause (b) of the definition thereof).

(c) Upon the effectiveness of any relief from the automatic stay with respect to the DIP Facility pursuant to Paragraph 15(b) hereof, the Prepetition First Lien Agent shall have relief from the automatic stay to the same extent as the DIP Agent, and without further notice, hearing, motion, order or other action of any kind, to foreclose on, or otherwise enforce and realize on its Prepetition First Priority Liens and the First Lien Adequate Protection Liens on, all or any portion of the DIP Collateral or Prepetition First Lien Collateral (including by collecting accounts receivable and applying the proceeds thereof to the Prepetition First Lien

Obligations, and by occupying the Debtors' premises to sell or otherwise dispose of the DIP Collateral or Prepetition First Lien Collateral) or otherwise exercise remedies against the DIP Collateral or Prepetition First Lien Collateral permitted by this Final Order, the Prepetition First Lien Loan Documents and/or applicable non-bankruptcy law; provided however, that any such foreclosure or other enforcement by the Prepetition First Lien Agent of any Prepetition First Priority Liens or any First Lien Adequate Protection Liens or any other such exercise of remedies by the Prepetition First Lien Agent against the DIP Collateral or Prepetition First Lien Collateral shall not interfere with or otherwise be inconsistent with any foreclosure or other enforcement by the DIP Agent of any DIP Liens or other DIP Protections or any other exercise of remedies by the DIP Agent, and any proceeds received by the Prepetition First Lien Agent in connection with such foreclosure, enforcement or other exercise of remedies shall be turned over to the DIP Agent for application to the DIP Obligations or as provided in Paragraph 2(p).

(d) Subject to the provisions of Paragraph 6 hereof, all proceeds realized in connection with the exercise of the rights and remedies of the DIP Secured Parties or the Prepetition First Lien Secured Parties shall be turned over to the DIP Agent (or following Payment in Full of the DIP Obligations, the Prepetition First Lien Agent) for application to the DIP Obligations or as provided in Paragraph 2(p).

(e) Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Agent or the other DIP Secured Parties contained in this Final Order or the DIP Loan Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Loan Documents, upon five (5) Business Days' written notice to the Debtors and any landlord, lienholder, licensor, or other third party owner of any leased or licensed premises or intellectual property that a Termination Event has occurred

and is continuing, the DIP Agent (i) may, unless otherwise provided in any separate agreement by and between the applicable landlord or licensor and the DIP Agent (the terms of which shall be reasonably acceptable to the parties thereto), enter upon any leased or licensed premises of the Debtors for the purpose of exercising any remedy with respect to any DIP Collateral located thereon and (ii) shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the applicable license and to use any and all trademarks, trade names, copyrights, licenses, patents, or any other similar assets of the Debtors that are owned by or subject to a Lien of any third party and that are used by Debtors in their businesses, in the case of either subparagraph (i) or (ii) of this Paragraph 15(e) without interference from lienholders or licensors thereunder, subject to such lienholders' or licensors' rights under applicable law; provided, however, that the DIP Agent, on behalf of the DIP Secured Parties, shall pay only rent and additional rent, fees, royalties, or other monetary obligations of the Debtors that first arise after the written notice referenced above from the DIP Agent and that accrue during the period of such occupancy or use by such DIP Agent calculated on a *per diem* basis. Nothing herein shall require the Debtors, the DIP Agent, or the other DIP Secured Parties to assume any lease, license or other contract under Bankruptcy Code section 365(a) as a precondition to the rights afforded to the DIP Agent and the other DIP Secured Parties in this Paragraph 15(e).

(f) Subject to the Payment in Full of the DIP Obligations, notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the Prepetition First Lien Agent or the other Prepetition First Lien Secured Parties contained in this Final Order or the Prepetition First Lien Loan Documents, or otherwise available at law or in equity, the Prepetition First Lien Agent shall succeed to, and be entitled to, all of the rights, remedies, benefits and protections accorded to the DIP Agent pursuant to Paragraph 15(e), as if

all references therein to the “DIP Agent” and the “DIP Parties” are references to the “Prepetition First Lien Agent” and the “Prepetition First Lien Secured Parties.”

(g) The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified pursuant to the terms of this Final Order and the DIP Loan Documents as necessary to (i) permit the Debtors to grant the First Lien Adequate Protection Liens and the DIP Liens and to incur all liabilities and obligations to the DIP Secured Parties and the Prepetition First Lien Secured Parties under the DIP Loan Documents, the DIP Facility, and this Final Order, (ii) authorize the DIP Secured Parties and the Prepetition First Lien Secured Parties to retain and apply payments made in accordance with the DIP Loan Documents, the Prepetition First Lien Loan Documents and/or this Final Order, (iii) to permit each of the DIP Agent, the other DIP Secured Parties, the Prepetition First Lien Agent and the other Prepetition First Lien Secured Parties to perform any act authorized under this Final Order and the DIP Loan Documents, and (iv) otherwise to the extent necessary to implement and effectuate the provisions of this Final Order and the DIP Loan Documents.

16. **Restriction on Use of Proceeds.** Notwithstanding anything herein to the contrary, no loans and/or proceeds from the DIP Facility, DIP Collateral, Cash Collateral (including any retainer held by any professionals for the below-referenced parties), Prepetition First Lien Collateral, Prepetition Second Lien Collateral or any portion of the Carve-Out may be used by (a) any Debtor, Committee or trustee or other estate representative appointed in the Cases or any Successor Cases, or any other person, party, or entity (including any of the Debtors’ Professionals, the Committee’s Professionals or the Committee Members) to investigate or prosecute any Challenge (including any litigation or other action) in connection with the value of the Prepetition First Lien Collateral, Prepetition Second Lien Collateral or the

DIP Collateral (or to pay any professional fees and disbursements incurred in connection therewith) at any time; or (b) any Debtor, any Committee, or any trustee or other estate representative appointed in the Cases or any Successor Cases, or any other person, party, or entity (including any of the Debtors' Professionals, the Committee's Professionals or the Committee Members) to (or to pay any professional fees and disbursements incurred in connection therewith): (i) request authorization to obtain postpetition loans or other financial accommodations pursuant to section 364(c) or (d) of the Bankruptcy Code, or otherwise, other than from the DIP Secured Parties, or to seek any modification to this Final Order not approved by the DIP Agent and, to the extent such modification would affect the rights of any of the Prepetition First Lien Secured Parties, the Prepetition Second Lien Secured Parties, the Prepetition First Lien Agent or the Prepetition Second Lien Collateral Agent; (ii) investigate (except as set forth below), assert, join, commence, support, or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination, or similar relief against, or adverse to the interests of, in any capacity, any or all of the DIP Secured Parties, the Prepetition Secured Parties, their respective affiliates, assigns or successors and the respective officers, directors, employees, agents, attorneys, representatives and other advisors of the foregoing, with respect to any transaction, occurrence, omission, action, or other matter (including formal or informal discovery proceedings in anticipation thereof), including (A) any Challenges and any Avoidance Actions or other actions arising under chapter 5 of the Bankruptcy Code; (B) any action with respect to the validity, enforceability, priority, and extent of the DIP Obligations and/or the Prepetition First Lien Obligations and/or the Prepetition Second Lien Obligations, or the validity, extent, and priority of the DIP Liens, the Prepetition First Liens, the First Lien Adequate

Protection Liens, the Prepetition Second Liens or the Second Lien Adequate Protection Liens; (C) any action seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Liens, the other DIP Protections, the Prepetition First Liens, the First Lien Adequate Protection Liens, the other Prepetition First Lien Adequate Protection, the Prepetition Second Liens, the Second Lien Adequate Protection Liens or the other Prepetition Second Lien Adequate Protection; (D) except to contest in good faith the occurrence or continuance of any Termination Event as permitted in Paragraph 15, any action seeking, or having the effect of, preventing, hindering, or otherwise delaying any or all of the DIP Secured Parties', and, after the Payment in Full of the DIP Obligations, the Prepetition First Lien Secured Parties', assertion, enforcement, or realization on the Cash Collateral, the DIP Collateral or the Prepetition First Lien Collateral in accordance with the DIP Loan Documents or the Prepetition First Lien Loan Documents, as applicable, or this Final Order; and/or (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties hereunder or under the DIP Loan Documents or the Prepetition First Lien Loan Documents or the Prepetition Second Lien Note Documents, as applicable, or any payments made thereunder or in respect thereof; provided, however, up to \$75,000 in the aggregate of the Carve-Out, any DIP Collateral, any Prepetition First Lien Collateral, and Prepetition Second Lien Collateral, any Cash Collateral and proceeds of the DIP Facility may be used by the Committee to investigate (but not to prosecute) the claims and/or Liens of the Prepetition First Lien Agent and the other Prepetition First Lien Secured Parties under the Prepetition First Lien Loan Documents (but not the claims and/or Liens of the DIP Agent and the other DIP Secured Parties) or the Prepetition Second Lien Collateral Agent and the other Prepetition Second Lien Secured Parties under the Prepetition Second Lien Note

Documents so long as such investigation occurs within the Challenge Period; (iii) pay any fees or similar amounts to any person (other than the Prepetition First Lien Secured Parties) who has proposed or may propose to purchase interests in any of the Debtors without the prior written consent of the DIP Agent and the Prepetition First Lien Agent; or (iv) use or seek to use Cash Collateral or sell or otherwise dispose of DIP Collateral or Prepetition First Lien Collateral, unless otherwise permitted hereby, without the prior written consent of the DIP Agent and the Prepetition First Lien Agent.

17. **Proofs of Claim.** The Prepetition First Lien Secured Parties and the Prepetition Second Lien Secured Parties will not be required to file proofs of claim in any of the Cases or Successor Cases for any claim allowed herein. 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 will not be required to file any request for allowance and/or payment of any administrative expenses, and this Final Order shall be deemed to constitute a timely filed request for allowance and/or payment of any Prepetition First Lien Obligations constituting administrative expenses or any DIP Obligations, as applicable. Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of the Cases or Successor Cases to the contrary, each of the Prepetition First Lien Agent, for the benefit of itself and the other Prepetition First Lien Secured Parties, the Prepetition Second Lien Collateral 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, is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement, in its

discretion) in each of the Cases or Successor Cases (i) in the case of 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 Collateral 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, Prepetition Second Lien Collateral Agent and the DIP Agent, a request or aggregate requests for allowance and/or payment of any portion of the Prepetition First Lien Obligations or Prepetition Second Lien Obligations constituting administrative expenses or any DIP Obligations, as applicable.

18. **Preservation of Rights Granted Under the Final Order.**

(a) **No Non-Consensual Modification or Extension of Final Order.** The Debtors irrevocably waive any right to seek any amendment, modification, or extension of this Final Order (including through any chapter 11 plan of reorganization) without the prior written consent of the DIP Agent and the Prepetition First Lien Agent, and no such consent shall be implied by any other action, inaction, or acquiescence of the DIP Secured Parties or any of the Prepetition First Lien Secured Parties. In the event any or all of the provisions of this Final Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court, such modification, amendment, or vacatur shall not affect the validity, perfection, priority, allowability, enforceability, or non-avoidability of any advances, payments, or use of cash authorized or made hereby or pursuant to the DIP Loan Documents, or Lien, claim, priority or other DIP Protections authorized or created hereby or pursuant to the DIP Loan Documents. Based on the findings set forth in this Final Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility, and subject in all respects to Paragraph 6 of this Final Order, in the event any or all of the provisions of this Final Order are

hereafter reversed, modified, vacated, or stayed by a subsequent order of this Court or any other court, the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to the protections provided in section 364(e) of the Bankruptcy Code, and notwithstanding any such reversal, modification, vacatur, or stay, any use of Cash Collateral or any DIP Obligations or any DIP Protections (including the Prepetition Adequate Protection) incurred or granted by the Debtors prior to the actual receipt of written notice by the DIP Agent or the Prepetition First Lien Agent, as applicable, of the effective date of such reversal, modification, vacatur, or stay shall remain in full force and effect and be binding on all parties in interest and be governed in all respects by the original provisions of this Final Order (and shall maintain their respective priorities as provided by this Final Order), and the DIP Secured Parties, the Prepetition First Lien Secured Parties and the Second Lien Secured Parties shall be entitled to all of the DIP Protections (including the Prepetition Adequate Protection) and all other rights, remedies, Liens, priorities, privileges, protections, and benefits granted pursuant to section 364(e) of the Bankruptcy Code, this Final Order, or the DIP Loan Documents.

(b) Dismissal. If any order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, then notwithstanding any such dismissal, (i) the DIP Protections (including the Prepetition Adequate Protection) and all other rights, remedies, Liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties, respectively, shall remain in full force and effect and be binding on all parties in interest and be governed in all respects by the provisions of this Final Order (and shall maintain their respective priorities as provided by this Final Order) until all DIP Obligations and all Prepetition First Lien Obligations have been Paid in Full, and such order of dismissal shall so provide (in accordance with sections 105 and 349 of

the Bankruptcy Code), and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing such DIP Protections (including the Prepetition Adequate Protection) and all other rights, remedies, Liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties, respectively.

(d) Survival of Final Order. The provisions of this Final Order and the DIP Loan Documents, any actions taken pursuant hereto or thereto, and all of the DIP Protections (including the Prepetition Adequate Protection), and all other rights, remedies, Liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition First Lien Secured Parties, respectively, shall survive, and shall not be modified, impaired, or discharged by, the entry of any order confirming any plan of reorganization in any Case or Successor Case, converting any Case to a case under chapter 7, dismissing any of the Cases, withdrawing of the reference of any of the Cases or any Successor Cases or providing for abstention from handling or retaining of jurisdiction of any of the Cases or any Successor Case in this Court, or terminating the joint administration of these Cases or any Successor Case or by any other act or omission. The terms and provisions of this Final Order, including all of the DIP Protections (including the Prepetition Adequate Protection) and all other rights, remedies, Liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition First Lien Secured Parties, respectively, shall continue in full force and effect and be binding on all parties in interest notwithstanding the entry of any such order, and such DIP Protections (including the Prepetition Adequate Protection), and such other rights, remedies, Liens priorities, privileges, protections and benefits, shall continue in full force and effect in these proceedings and in any Successor Cases and after dismissal of any thereof, and shall

maintain their respective priorities as provided by this Final Order. Subject to the provisions of Paragraph 2(d) of this Final Order and Paragraph 6 of this Final Order with respect to the treatment of the Roll Up DIP Obligations pursuant to any chapter 11 plan of reorganization with respect to any of the Debtors, the DIP Obligations shall not be discharged by the entry of an order confirming any such chapter 11 plan, the Debtors having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code.

19. **Insurance Policies.** The DIP Agent, the other DIP Secured Parties, the Prepetition First Lien Agent and the other Prepetition First Lien Secured Parties shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and loss payees, as applicable, on each insurance policy maintained by the Debtors that in any way relates to the DIP Collateral, and the Debtors shall take such actions as are reasonably requested by the DIP Agent or the Prepetition First Lien Agent from time to time to evidence or effectuate the foregoing.

20. **Other Rights and Obligations.**

(a) **Expenses.** As provided in the DIP Loan Documents (and without limiting the Debtors' respective obligations thereunder), the applicable Debtors will pay all reasonable expenses incurred by the DIP Agent (including the reasonable and documented fees and disbursements of all counsel for the DIP Agent and any internal or third-party appraisers, consultants, advisors and auditors engaged by or for the benefit of the DIP Agent and/or its counsel) in connection with the preparation, execution, delivery, and administration of the DIP Loan Documents, the Interim Order, this Final Order, and any other agreements, instruments, pleadings, or other documents prepared or reviewed in connection with any of the foregoing, whether or not any or all of the transactions contemplated hereby or by the DIP Loan Documents

are consummated.

(b) Notice of Professional Fees. Professionals for the DIP Agent and the Prepetition First Lien Agent (including professionals engaged by counsel to the DIP Agent or Prepetition First Lien Agent, as applicable) (collectively, the “**Lender Professionals**”) shall not be required to submit invoices to this Court, United States Trustee, any Committee or any other party in interest. Copies of itemized invoices submitted to the Debtors by such Lender Professionals shall be immediately forwarded by the Debtors to the United States Trustee, counsel for any Committee, and such other parties as this Court may direct. The itemized invoices shall be sufficiently detailed to enable a determination as to the reasonableness of such fees and expenses; provided, however, that such itemized invoices may be redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such summary invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine or other applicable privilege. If the Debtors, United States Trustee or any Committee object to the reasonableness of the fees and expenses of any of the Lender Professionals and cannot resolve such objection within twenty days of receipt of such invoices, then the Debtors, United States Trustee, or the Committee, as the case may be, shall file with this Court and serve on such Lender Professionals an objection (the “**Fee Objection**”) limited to the issue of the reasonableness of such fees and expenses, and any failure by any such party to file a Fee Objection within such twenty day period shall constitute a waiver of any right of such party to object to the applicable invoice. Notwithstanding any provision herein to the contrary, any objection to, and any hearing on an objection to, payment of any fees, costs, and expenses set forth in a professional fee invoice in respect of Lender Professionals shall

be limited to the reasonableness of the particular items or categories of the fees, costs, and expenses that are the subject of such objection. The Debtors shall timely pay in accordance with the terms and conditions of this Final Order (a) the undisputed fees, costs, and expenses reflected on any invoice to which a Fee Objection has been timely filed and (b) all fees, costs and expenses on any invoice to which no Fee Objection has been timely filed. All such unpaid fees, costs, expenses, and charges of the DIP Agent that have not been disallowed by this Court on the basis of an objection filed by the Debtor, the United States Trustee or the Committee (or any subsequent trustee of the Debtors' estates) in accordance with the terms hereof shall constitute DIP Obligations and shall be secured by the DIP Collateral as specified in this Final Order. Any and all fees, commissions, costs, and expenses paid prior to the Petition Date by any Debtor to the DIP Agent or the other DIP Secured Parties in connection with or with respect to the DIP Facility, the DIP Credit Agreement, or the other DIP Loan Documents are hereby approved in full and non-refundable and shall not otherwise be subject to any Challenge.

(c) Binding Effect. Subject only to Paragraph 6 above, the provisions of this Final Order, including all findings herein, and the DIP Loan Documents shall be binding upon all parties in interest in these Cases and any Successor Cases, including the DIP Secured Parties, the Prepetition Secured Parties, any Committee, and the Debtors and their respective estates, 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 or responsible person appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), whether in any of the Cases, in any Successor Cases, or upon dismissal of any such Case or Successor Case; provided, however, that the DIP Secured Parties and the Prepetition

First Lien Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 or chapter 11 trustee or other responsible person appointed for the estates of the Debtors in any Case or Successor Case.

(d) No Waiver. The failure of the Prepetition First Lien Secured Parties or the DIP Secured Parties to seek relief or otherwise exercise their rights and remedies under this Final Order, the Prepetition First Lien Loan Documents, the DIP Loan Documents or otherwise (or any delay in seeking or exercising same) shall not constitute a waiver of any of such parties' rights hereunder, thereunder, or otherwise. Nothing contained in this Final Order (including the authorization of the use of any Cash Collateral) shall impair or modify any rights, claims, or defenses available in law or equity to any Prepetition First Lien Secured Party or any DIP Secured Party, including rights of a party to a swap agreement, securities contract, commodity contract, forward contract, or repurchase agreement with a Debtor to assert rights of setoff or other rights with respect thereto as permitted by law (or the right of a Debtor to contest such assertion). Except as prohibited by this Final Order, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, any right or ability of the Prepetition First Lien Secured Parties or the DIP Secured Parties under the Bankruptcy Code or under non-bankruptcy law to (i) request conversion of the Cases or any Successor Cases to cases under chapter 7, dismissal of the Cases or any Successor Cases, or the appointment of a trustee or examiner in the Cases or any Successor Cases, or to oppose the use of Cash Collateral in any Successor Case or on terms other than those set forth in this Final Order, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, any chapter 11 plan or plans with respect to any of the Debtors or seek early termination of the Debtors' exclusive rights to propose a plan under the Bankruptcy Code, or (iii) except as

expressly provided herein, exercise any of the rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Secured Parties or the Prepetition First Lien Secured Parties, respectively, under the DIP Loan Documents or the Prepetition First Lien Loan Documents, the Bankruptcy Code or otherwise. Except to the extent otherwise expressly provided in this Final Order or by law, neither the commencement of the Cases nor the entry of this Final Order shall limit or otherwise modify the rights and remedies of the Prepetition First Lien Secured Parties under the Prepetition First Lien Loan Documents or with respect to any non-Debtor entities or their respective assets, whether such rights and remedies arise under the Prepetition First Lien Loan Documents, applicable law, or equity.

(e) No Third Party Rights. Except as explicitly provided for herein or in any DIP Loan Document, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or direct, indirect, or incidental beneficiary. In determining to make any loan (whether under the DIP Credit Agreement or otherwise) or to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the DIP Loan Documents, the DIP Secured Parties and the Prepetition First Lien Secured Parties shall not (i) be deemed, solely by reason of having made the DIP Loans or acting in accordance with this Final Order, to be in control of the operations of the Debtors or 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 any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar federal, state or local statute or regulation) or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

(f) No Marshaling. Neither the DIP Secured Parties nor the Prepetition First Lien Secured Parties shall be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition First Lien Collateral, as applicable.

(g) Amendments. The Debtors are authorized and empowered, without further notice and hearing or approval of this Court, but subject to notice to the Committee and an opportunity for the Committee to object if it so elects, to amend, modify, supplement, or waive any provision of the DIP Loan Documents in accordance with the provisions thereof, in each case unless such amendment, modification, supplement, or waiver (i) increases the interest rate (other than as a result of the imposition of the default rate), (ii) increases the aggregate lending commitments of all of the DIP Lenders in respect of the DIP Facility by more than \$1,000,000, (iii) shortens the Maturity Date, or (iv) adds or amends (in any respect unfavorable to the Debtors) any Event of Default. No waiver, modification, or amendment of any of the provisions of the DIP Loan Documents shall be effective unless set forth in writing, signed by or on behalf of all the Debtors and the DIP Agent (after having obtained the approval of the requisite DIP Secured Parties under the DIP Credit Agreement) and, except as provided herein, approved by this Court. Notwithstanding the foregoing, no waiver, modification or amendment of any of the provisions of this Final Order or the DIP Loan Documents that would directly and adversely affect the rights or interests of the Prepetition First Lien Secured Parties, as applicable, shall be effective unless also consented to in writing by the Prepetition First Lien Agent on behalf of the Prepetition First Lien Secured Parties (after obtaining the approval of the requisite Prepetition First Lien Secured Parties under the Prepetition First Lien Credit Agreement).

(h) Inconsistency. In the event of any inconsistency between the terms and conditions of the DIP Loan Documents or the Interim Order and of this Final Order, the provisions of this Final Order shall govern and control. In the event of any inconsistency between the terms or conditions of this Final Order and the terms or conditions of any other order entered by this Court in the nature of a “first day order”, the provisions of this Final Order shall govern and control.

(i) Enforceability. This Final Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Final Order.

(j) Reservation of Rights. Nothing in this Final Order shall be deemed to constitute the consent of the DIP Secured Parties or the Prepetition First Lien Secured Parties, and each of the foregoing expressly reserve the right to object, to entry of any Order of the Bankruptcy Court that provides for the sale or other disposition of all or substantially all of the assets of the Debtors (or any other sale or other disposition of assets of any of the Debtors outside the ordinary course of business) to any party unless, in connection and concurrently with any such event, the proceeds of such sale are or will be sufficient to Pay in Full the DIP Obligations, the Prepetition First Lien Obligations, and the Prepetition First Lien Adequate Protection and all of the foregoing are Paid in Full on the closing date of such sale.

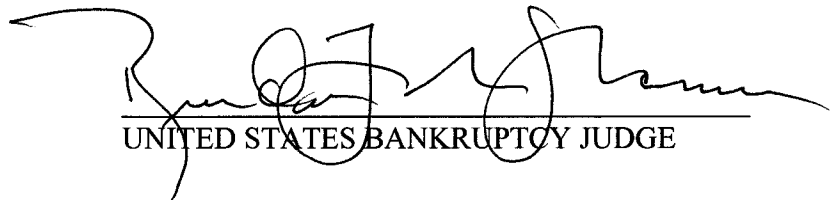
(k) No Requirement to Accept Title to Collateral. The DIP Secured Parties and the Prepetition First Lien Secured Parties shall not be obligated to accept title to any portion of the DIP Collateral or the Prepetition First Lien Collateral in payment of any of the DIP Obligations or Prepetition First Lien Obligations, as applicable, in lieu of payment in cash or cash equivalents, nor shall the DIP Secured Parties and the Prepetition First Lien Secured Parties be obligated to accept payment in cash or cash equivalents that is encumbered by any interest of any person or entity other than the DIP Secured Parties or the Prepetition First Lien Secured Parties, as applicable.

(l) 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 Final Order.

21. Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this Final Order according to its terms.

22. Section 503(b)(9) Claims. Up to \$500,000.00 of the amounts set forth in the line item of the Budget titled "Reclamation 503b" shall be used to pay allowed claims under Section 503(b)(9) of the Bankruptcy Code and such allowed claims under Section 503(b)(9) shall be treated, solely for purposes of the Budget, as incurred and permitted to be paid on the Petition Date.

Dated: November 5, 2015
Wilmington, Delaware



UNITED STATES BANKRUPTCY JUDGE