

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

TRONOX INCORPORATED, *et al.*,

Debtors.

)
) Chapter 11
)

) Case No. 09-10156 (ALG)
)

) (Jointly Administered)
)
)

**FINAL ORDER (I) AUTHORIZING DEBTORS (A) TO OBTAIN
POSTPETITION FINANCING UNDER 11 U.S.C. §§ 105, 361, 362, 363(b),
364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) AND 364(e), (B) TO UTILIZE CASH
COLLATERAL UNDER 11 U.S.C. § 363 AND (C) TO USE POSTPETITION
FINANCING TO PURCHASE RECEIVABLES PORTFOLIO AND (II)
GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED
PARTIES UNDER 11 U.S.C. §§ 361, 362, 363 AND 364**

Upon the motion (the “**Motion**”), dated January 12, 2009, of Tronox Incorporated (“**Tronox**”) and Tronox Worldwide LLC (the “**Borrower**”) and its affiliated debtors, each as a debtor and debtor-in-possession (together with Tronox and the Borrower, the “**Debtors**”), in the above-captioned Chapter 11 cases (the “**Cases**”) under sections 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”), Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and the corresponding local rules of this District (the “**Local Rules**”) seeking, among other things:

- (1) authorization for the Borrower to enter into the Credit Agreement, dated as of January 12, 2009, substantially in the form attached as Exhibit A to the Motion (the “**DIP Credit Agreement**”;



together with the Guarantee and Collateral Agreement and any other related agreement, instrument or other document delivered or executed in connection with the DIP Credit Agreement, the “**DIP Documents**”), among Credit Suisse (“**Credit Suisse**”), as administrative agent (in such capacity, the “**DIP Administrative Agent**”), the lenders from time to time party thereto (collectively, the “**DIP Lenders**”), and JPMorgan Chase Bank, N.A. (“**JPMorgan Chase**”), as collateral agent (in such capacity, the “**DIP Collateral Agent**”; together with the DIP Administrative Agent, the “**DIP Agents**”), in connection with postpetition financing (the “**Financing**”) in the aggregate principal amount of \$125,000,000 (the actual available principal amount at any time being subject to those conditions set forth in the DIP Documents), to be arranged by Credit Suisse Securities (USA) LLC;

(2) authorization for all of the other Debtors (the “**Guarantors**”) to guaranty the Borrower’s obligations in connection with the Financing;

(3) authorization for the Debtors to execute and enter into the DIP Documents and to perform such other and further acts as may be required in connection with the DIP Documents;

(4) the granting of adequate protection to the lenders under the Credit Agreement, dated as of November 28, 2005 (as heretofore amended, supplemented or otherwise modified, the “**Prepetition Credit**

Agreement”), among Tronox, the Borrower, the lenders party thereto from time to time (collectively the “**Prepetition Lenders**”), and Credit Suisse as administrative agent for the Prepetition Lenders (in such capacity, the “**Prepetition Agent**”), and the Guarantee and Collateral Agreement, dated as of November 28, 2005 (as heretofore amended, supplemented or otherwise modified, the “**Prepetition Guarantee and Collateral Agreement**”; together with the Prepetition Credit Agreement and the mortgages and all other ancillary documentation executed in connection therewith, the “**Prepetition Agreements**”), between the Borrower and Credit Suisse, as Collateral Agent, whose liens are being primed by the Financing;

(5) authorization for the Debtors to use the Prepetition Lenders’ “cash collateral” (as such term is defined in Section 363(a) of the Bankruptcy Code) in which the Prepetition Lenders have an interest, and the granting of adequate protection to the Prepetition Lenders with respect to, among other things, such use of their cash collateral, the priming of their liens, the imposition of the automatic stay and all use and diminution in the value of the Prepetition Collateral (as defined below);

(6) approval of certain stipulations by the Debtors with respect to the amount, priority, validity, enforceability and perfection of the claims arising under, and the liens granted pursuant to, the Prepetition Agreements;

(7) subject only to and effective upon entry of the Final Order (as defined below), the Debtors' waiver of any right to surcharge against collateral under section 506(c) of the Bankruptcy Code;

(8) authority to repurchase, free and clear of all liens, encumbrances and other interests in property, all right, title and interest in and to certain accounts receivable and other related rights (the **"Receivables Portfolio"**) sold, assigned and initially transferred to Tronox Funding LLC (**"Tronox Funding"**) pursuant to the Purchase and Sales Agreement, dated as of September 26, 2007 (as heretofore amended, supplemented or otherwise modified, the **"Purchase and Sales Agreement"**), among Tronox Funding, Tronox LLC and Tronox Pigments (Savannah) Inc. and in turn sold, assigned and transferred to certain parties under the Receivables Sale Agreement, dated as of September 26, 2007 (as amended, supplemented or otherwise modified prior to the Petition Date, the **"Receivables Sale Agreement"**), among Tronox Funding, Tronox Worldwide LLC, ABN Amro Bank N.V., as agent (the **"Prepetition Receivables Facility Agent"**), the Committed Purchasers from time to time party thereto (the **"Receivables Purchasers"**) and Amsterdam Funding Corporation;

(9) as part of the Financing, the "rollup" and conversion of approximately \$79,500,000 of face amount in respect of letters of credit issued and outstanding under the Prepetition Credit Agreement (the

“Existing Letters of Credit”) and any letter of credit fees in respect thereof into postpetition debt with superpriority administrative claim status and secured by postpetition liens (the **“Rolled Prepetition Obligation”**), of which approximately \$35,000,000 would be deemed rolled up and converted as of the date of the closing of the Financing and the rollup and conversion of the other Existing Letters of Credit not rolled up and converted as of the date of the closing would be rolled up and converted to postpetition obligations subject to and effective upon entry of the Final Order;

(10) pursuant to Bankruptcy Rule 4001, that an interim hearing (the **“Interim Hearing”**) on the Motion for the proposed interim order annexed to the Motion (a) authorizing the Borrower, on an interim basis, to forthwith borrow or obtain letters of credit from the DIP Lenders under the DIP Documents up to an aggregate principal or face amount not to exceed \$125,000,000 (subject to any limitations on borrowings under the DIP Credit Agreement), (b) authorizing the Debtors’ use of cash collateral and (c) granting the adequate protection described herein; and

(11) that this Court schedule a final hearing (the **“Final Hearing”**) to be held within 30 days after entry of the Interim Order to consider entry of a final order (the **“Final Order”**) authorizing the balance of the borrowings and letter of credit issuances under the DIP Documents on a final basis and the rollup and conversion of the Rolled Prepetition

Obligations, as set forth in the Motion and the DIP Documents filed with this Court.

The Debtors having served notice that is appropriate under the circumstances, as required under sections 102(1), 363 and 364 of the Bankruptcy Code, Bankruptcy Rule 4001(b) and Local Rule 4001-2, of the Motion, the relief requested therein on an interim basis and the Interim Hearing on, among others, the thirty largest unsecured creditors of each of the Debtors on a consolidated basis, on the DIP Agents, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders and the Office of the United States Trustee for the Southern District of New York.

The Interim Hearing having been held by this Court on January 13, 2009, and this Court having entered an interim order, dated January 13, 2009 (the “**Interim Order**”), that, among other things, (i) authorized the Borrower on an interim basis to borrow and obtain letters of credit from the DIP Lenders up to an aggregate amount not to exceed \$100,000,000 in accordance with the terms of the Interim Order and the DIP Documents, (ii) authorized each Guarantor to guaranty such borrowings and the Borrower’s obligation under each letter of credit, (iii) authorized the rollup and conversion of certain Rolled Prepetition Obligations to postpetition obligations of the Debtors, (iv) authorized the Debtors’ use of cash collateral, (v) granted the adequate protection described in the Interim Order and (vi) scheduled the Final Hearing to consider entry of the Final Order authorizing the Debtors to incur the full amount of the obligations under the DIP Documents on a final basis and the rollup and conversion of the remaining Existing

Letters of Credit and associated fees to postpetition obligations of the Debtors, as set forth in the Motion and the DIP Documents filed with this Court.

The Debtors having served appropriate notice of the Motion, the relief requested therein on a final basis, the Interim Order and the Final Hearing on the Office of the United States Trustee for the Southern District of New York, counsel for the agent for the Debtors' prepetition secured lenders and postpetition secured lenders, counsel to the Official Committee of Unsecured Creditors, the Office of the United States Attorney for the Southern District of New York, the parties requesting service pursuant to Bankruptcy Rule 2002 (as of January 14, 2009) and the Debtors' lienholders and landlords (as defined in Exhibit C to the Affidavit of Service dated January 15, 2009 [Dkt No. 58]) in accordance with the terms of the Interim Order, sections 363 and 364 of the Bankruptcy Code, Bankruptcy Rule 4001 and the Local Bankruptcy Rules.

Upon the record made by the Debtors at the Interim Hearing and the Final Hearing and after due deliberation and consideration and sufficient cause appearing thereof;

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

1. *Disposition.* The Motion is granted on a final basis on the terms set forth in this Final Order. Any objections to the relief sought in the Motion or this Final Order that have not been previously resolved or withdrawn are overruled on the merits. This Final Order shall be valid, binding and enforceable on all parties in interest and fully effective immediately upon entry.

2. *Jurisdiction.* This Court has jurisdiction over the Cases and the Motion as a core proceeding, and over the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. On January 21, 2009, the Office of the United States Trustee appointed an Unsecured Creditors' Committee (the "**Committee**"; together with any other statutory committee appointed in these Cases, the "**Statutory Committees**"). No request has been made for the appointment of a trustee or examiner.

3. *Notice.* Under the circumstances, the notice given by the Debtors of the Motion, the relief requested therein, the Interim Hearing and the Final Hearing constitutes appropriate, due and sufficient notice thereof and complies with sections 363 and 364 of the Bankruptcy Code, Bankruptcy Rules 4001(b) and (c) and the Local Rules, and no other or further notice of the relief sought at the Final Hearing and the relief granted herein is necessary or required.

4. *Debtors' Stipulations.* Without prejudice to the rights of any other party (but subject to the limitations thereon contained in paragraph 19), the Debtors admit, stipulate and agree that:

(a) as of January 12, 2009 when these Cases were commenced by the Debtors (the "**Petition Date**"), (i) the Borrower was indebted and liable to the Prepetition Lenders, without defense, counterclaim or offset of any kind, in the aggregate principal amount of not less than \$212,816,978 in respect of loans made by the Prepetition Agent and the Prepetition Lenders, (ii) the Borrower was contingently liable to the Prepetition Agent and the Prepetition Lenders in the aggregate face amount of not less than \$79,500,000 in respect of the Borrower's reimbursement obligations with respect to

letters of credit issued under the Prepetition Credit Agreement which remained outstanding as of the Petition Date (it being understood that such amount may change as a result of fluctuations in the currency exchange rates), (iii) the Borrower was indebted and liable to the Prepetition Agent and the Prepetition Lenders for unpaid interest, fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees that are chargeable or reimbursable under the Prepetition Agreements), charges and other obligations incurred in connection with such loans and letters of credit as provided in the Prepetition Agreements, (iv) the Borrower was liable to certain of the Prepetition Lenders in respect of Hedge Agreements (as defined in the Prepetition Credit Agreement) to which the Borrower or any of the other Debtors was a party (items (i) through (iv), the **"Prepetition Debt"**), (v) each Debtor party to a guarantee executed and delivered in respect of the Prepetition Debt was contingently liable to the Prepetition Agent and the Prepetition Lenders under each such guarantee in the aggregate amount of not less than the aggregate amount of the Prepetition Debt, (vi) the Prepetition Debt constitutes the legal, valid and binding obligation of the Debtors, enforceable in accordance with its terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (vii) no portion of the Prepetition Debt is subject to avoidance, recharacterization, recovery or subordination under the Bankruptcy Code or applicable nonbankruptcy law and (viii) the Debtors do not have, hereby forever release, and are forever barred from bringing, any claims, counterclaims, causes of action, defenses or setoff rights, whether arising under the Bankruptcy Code or otherwise, against the

Prepetition Lenders, the Prepetition Agent and their respective affiliates, members, subsidiaries, agents, officers, directors, employees and attorneys;

(b) the liens and security interests granted to the Prepetition Agent (the “**Prepetition Liens**”) under and in connection with the Prepetition Agreements (including, without limitation, all security agreements, pledge agreements, mortgages, deeds of trust, control agreements and other security documents executed by any of the Debtors in favor of the Prepetition Agent, for its benefit and for the benefit of the Prepetition Lenders) in connection with the Prepetition Agreements, are (i) valid, binding, perfected, enforceable, first-priority liens and security interests in the personal and real property described in the Prepetition Agreements (the “**Prepetition Collateral**”), (ii) not subject to avoidance, recharacterization or subordination under the Bankruptcy Code or applicable nonbankruptcy law and (iii) subject and subordinate only to (A) the DIP Liens (as defined below), (B) the liens securing the Rolled Prepetition Obligations (the “**Rolled Liens**”), (C) the Carve Out (as defined below) and (D) valid, perfected and unavoidable liens permitted under the Prepetition Credit Agreement to the extent such permitted liens are senior to or *pari passu* with the liens of the Prepetition Agent on the Prepetition Collateral; and

(c) the aggregate value of the Prepetition Collateral exceeds the aggregate amount of the Prepetition Debt.

5. *Findings Regarding the Financing.*

(a) Good cause has been shown for the entry of this Final Order.

(b) The Debtors need to obtain the full amount of the Financing (including the rollup and conversion of the Rolled Prepetition Obligations) and use the Prepetition Collateral, including the Cash Collateral (as defined below), in order to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, to make capital expenditures, to repurchase from Tronox Funding the Receivables Portfolio that was previously sold to Tronox Funding and to satisfy other working capital and operational needs. As a condition to any postpetition lending, the DIP Lenders require the Debtors to repurchase the Receivables Portfolio previously sold to Tronox Funding. A loan facility in the amount of the DIP Facility that does not require a repurchase of the receivables previously sold to Tronox Funding is not available to the Debtors. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral, incurrence of new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the going concern values of the Debtors and to a successful reorganization of the Debtors.

(c) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without the Debtors granting to the DIP Agents and the DIP Lenders, subject to the Carve Out as provided for herein, the DIP Liens and the Superpriority Claims (each as defined

below) under the terms and conditions set forth in this Final Order and in the DIP Documents.

(d) The terms of the Financing, including the rollup and conversion of the Rolled Prepetition Obligations to postpetition obligations of the Debtors, and the use of the Prepetition Collateral, including the Cash Collateral, are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(e) The Financing, the rollup and conversion of the Rolled Prepetition Obligations and the use of Prepetition Collateral, including the Cash Collateral, have been negotiated in good faith and at arm's length among the Debtors, the DIP Agents, the DIP Lenders and the Prepetition Agent, and all of the Debtors' obligations and indebtedness arising under, in respect of or in connection with the Financing and the DIP Documents, including without limitation, (i) all loans made to, and all letters of credit issued for the account of, the Debtors under the DIP Credit Agreement, (ii) any **"Obligations"** (as defined in the DIP Credit Agreement), including credit extended in respect of overdrafts and related liabilities and other depository, treasury, and cash management services and other clearing services provided by any DIP Agent or their respective affiliates (all of the foregoing in clauses (i) and (ii) collectively, the **"DIP Obligations"**) and (iii) the Rolled Prepetition Obligations, shall be deemed to have been extended by the DIP Agents, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders and their affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e)

of the Bankruptcy Code, and shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(f) The Receivables Purchasers have a first claim to post-petition collections in respect of the Receivables Portfolio by virtue of their valid, perfected, first priority security interest thereon. The repurchase of the Receivables Portfolio by the Debtors will afford the Debtors enhanced liquidity in the near term as pre-petition accounts receivable and related assets in the Receivables Portfolio are collected.

(g) Absent granting the relief sought by this Final Order, the Debtors' estates will be immediately and irreparably harmed. Consummation of the Financing, including the rollup and conversion of the Rolled Prepetition Obligations to postpetition obligations of the Debtors, and authorization of the use of the Prepetition Collateral, including the Cash Collateral, in accordance with this Final Order and the DIP Documents is therefore in the best interests of the Debtors' estates.

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

(a) The Debtors were by the Interim Order and are hereby authorized to enter into the DIP Documents. The Borrower was by the Interim Order and is hereby authorized to borrow money and obtain letters of credit pursuant to the DIP Credit Agreement, convert and rollup the Rolled Prepetition Obligations into postpetition obligations as set forth herein, and the Guarantors are hereby authorized to guaranty such borrowings (including the Rolled Prepetition Obligations) and the Borrower's obligations with respect to such letters of credit, up to an aggregate principal or face amount of

\$125,000,000 (plus interest, fees and other expenses and amounts provided for in the DIP Documents) (but excluding the amount of Rolled Prepetition Obligations to be rolled up and converted, which shall be separately authorized as set forth in paragraph 15 hereof), in accordance with the terms of this Final Order and the DIP Documents, which shall be used for all purposes permitted under the DIP Documents, including, without limitation, (i) to pay fees and expenses associated with the DIP Documents, (ii) to provide working capital needs and general corporate purposes of the Debtors, (iii) to make payments in respect of adequate protection and other expenses incurred during the pendency of the Cases, (iv) to fund the repurchase of the Receivables Portfolio previously sold to Tronox Funding by certain of the Debtors under the Purchase and Sales Agreement and (v) to make payments or fund amounts otherwise permitted in this Final Order and the DIP Documents. In addition to such loans and obligations, the Debtors were by the Interim Order and are authorized to incur overdrafts and related liabilities arising from treasury, depository and cash management services including any automated clearing house fund transfers provided to or for the benefit of any of the Debtors by the DIP Agents or any of their affiliates; *provided* that nothing herein shall require any DIP Agent, affiliate or any other party to incur overdrafts or to provide such services or functions to the Debtors.

(b) In furtherance of the foregoing and without further approval of this Court, each Debtor was by the Interim Order and is authorized and directed to perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees that may be reasonably required or necessary for the

Debtors' performance of their obligations under the DIP Documents, including, without limitation:

(i) the execution, delivery and performance of the DIP Credit Agreement and the other DIP Documents, any mortgages contemplated thereby and any exhibits attached thereto,

(ii) the execution, delivery and performance of one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case in such form as the Debtors, the DIP Agents and the requisite DIP Lenders may agree (it being understood that no further approval of the Court shall be required for any amendment, waiver, consent or modification to or under the DIP Documents (and the fees to be paid in connection therewith) that **is not materially adverse to the Debtors**) ~~does not (A) shorten the maturity date thereunder, (B) increase the commitments, the rate of interest or the letter of credit fees payable thereunder, (C) change any default or event of default thereunder, (D) add any covenant or amend any covenant therein to be more restrictive on the Debtors or (E) amend or modify any other term or condition if the effect of such amendment or modification would be to confer additional rights on the DIP Agents or the DIP Lenders in a manner adverse in any material respect to the Prepetition Agent or the Prepetition Lenders;~~ *provided* that the Debtors shall provide the Committee with **five days'** written notice of the terms of any such proposed amendment, waiver, consent or other modification **and shall file any such amendment, waiver, consent or other modification on the Court's docket.** ~~(any of the foregoing, a "Modification") and such Modification shall become effective in accordance with its terms; provided further~~

~~that if any such Modification shall require the payment of any fees (other than such fees contemplated by the terms of the DIP Documents then in effect), then the Debtors shall provide the Committee with three business days' prior written notice of such fee and such fee shall be payable without further Bankruptcy Court approval or order only if the Debtors and the DIP Agents shall not have received a written response from the Committee setting forth any objection to such fee prior to the expiration of such period),~~

(iii) the non-refundable payment to the DIP Agents or the DIP Lenders, as the case may be, of the fees referred to in the DIP Credit Agreement (and in the separate letter agreements between them in connection with the Financing) and reasonable costs and expenses as may be due from time to time, including, without limitation, fees and expenses of the professionals retained as provided for in the DIP Documents; *provided* that the Debtors shall provide to the Committee, within ten days of receipt thereof, a copy of the monthly invoices of each such professional, and

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

(c) Upon execution and delivery of the DIP Documents, the DIP Documents were, as of the Closing Date (as defined in the DIP Credit Agreement), and shall continue to constitute valid and binding obligations of each of the Debtors, enforceable against each Debtor party thereto in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Documents, the Interim Order or this Final Order shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable law (including without limitation,

under sections 502(d) or 548 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 defense, reduction, setoff, recoupment or counterclaim.

7. *Receivables Portfolio.*

(a) As of the Petition Date, the Prepetition Receivables Facility Agent and the Receivables Purchasers agreed to sell all their right, title and interest in the Receivables Portfolio to the Borrower for approximately \$41.1 million plus expenses (the “**Payoff Amount**”), pursuant to the terms of a Termination and Release Agreement substantially in the form attached as Exhibit C to the Motion (the “**Termination Agreement**”). The Debtors were under the Interim Order and are hereby authorized to enter into the Termination Agreement, to enter into such other and further agreements and arrangements in connection therewith and to take all such actions as may be reasonably requested in connection therewith.

(b) Promptly upon the satisfaction of the conditions to borrowing under the DIP Credit Agreement, the Borrower is hereby authorized and directed to use proceeds of the Financing to repurchase all right, title and interest of the Prepetition Receivables Facility Agent and the Receivables Purchasers in the Receivables Portfolio pursuant to the terms of the Termination Agreement.

(c) Upon the payment of the Payoff Amount, the Prepetition Receivables Facility Agent and the Receivables Purchasers (solely in their capacities as such) shall have no further rights with respect to the Debtors, the Receivables Portfolio or

any claims or liens relating thereto (all of which claims and liens shall be deemed automatically terminated without further action), whether such claims or liens arise under the Receivables Sale Agreement or otherwise, and the Debtors and their estates shall have no further obligations to the Prepetition Receivables Facility Agent and the Receivables Purchasers (solely in their capacities as such) in connection with the Receivables Portfolio, the Receivables Sale Agreement or otherwise. Upon payment of the Payoff Amount, the Prepetition Receivables Facility Agent will take all such actions and deliver all such other instruments and documents as may be reasonably requested by the Debtors or the DIP Collateral Agent to effectuate the transfer of the Receivables Portfolio at the sole cost and expense of the Debtors.

(d) The Receivables Portfolio shall be transferred to one or more of the Debtors free and clear of all liens and encumbrances and the interests of any entity in the Receivables Portfolio and such transfer shall constitute a legal, valid and effective transfer of all right, title and interest of the Prepetition Receivables Facility Agent and the Receivables Purchasers in the Receivables Portfolio, and shall vest the Debtors with all right, title and interest in and to the Receivables Portfolio.

8. *Superpriority Claims.*

(a) Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed claims against the Debtors with priority over any and all administrative expenses, diminution claims (including all Adequate Protection Obligations (as defined below)) and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all

administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 or 1114 of the Bankruptcy Code (the “**Superpriority Claims**”), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall be payable from and have recourse to all pre- and postpetition property of the Debtors and all proceeds thereof (including proceeds or property in respect of any Avoidance Action (as defined below), whether or not such proceeds or property is recovered from a judgment, settlement or otherwise (the “**Avoidance Action Proceeds**”)), subject only to the payment of the Carve Out to the extent specifically provided for herein.

(b) For purposes of this Order, the “**Carve Out**” means (i) the unpaid fees and interest due and payable to the Clerk of the Bankruptcy Court and the Office of the United States Trustee pursuant to 28 U.S.C. § 1930; (ii) all reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed \$250,000; (iii) in the event of the occurrence and during the continuance of an Event of Default, the payment of allowed and unpaid professional fees and disbursements incurred by Holdings, the Borrower, the Guarantors and the Committee (other than any such fees and disbursements incurred in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the DIP Agents, the DIP Lenders, the Prepetition Agent or the Prepetition Lenders) after the first Business Day following delivery by the DIP Administrative Agent

of a Carve-Out Trigger Notice (as defined in the DIP Credit Agreement), in an aggregate amount not in excess of \$5,000,000 (the “**Carve Out Cap**”); and (iv) all unpaid professional fees and disbursements incurred by Holdings, the Borrower, the Guarantors and the Committee, in each case, incurred or accrued on or prior to the first Business Day following delivery by the DIP Administrative Agent of a Carve-Out Trigger Notice, in each of clauses (i), (ii), (iii) and (iv) hereof to the extent allowed by the Bankruptcy Court at any time prior to or after such date. Notwithstanding the foregoing, prior to delivery of a Carve-Out Trigger Notice, the payment by the Debtors of the compensation and reimbursement of expenses allowed and payable under sections 330 and 331 of the Bankruptcy Code shall not reduce the Carve-Out. Nothing herein shall be construed to prejudice any objections to any of the fees, expenses, reimbursement or compensation described in clauses (iii) and (iv) above. Cash or other amounts on deposit in the Letter of Credit Account (as defined in the DIP Credit Agreement) shall not be subject to the Carve Out.

(c) In the event that the Debtors consummate a sale of all or substantially all of their assets under section 363 of the Bankruptcy Code in a single transaction or series of related transactions (a “**Sale**”), then the Debtors shall deposit an amount up to the Carve Out Cap in a segregated account to be established at, and maintained with, the DIP Collateral Agent, and the amounts so deposited shall not be setoff by the DIP Collateral Agent against the DIP Obligations, the Adequate Protection Obligations, the Rolled Prepetition Obligations or the Prepetition Debt (the “**Carve-Out Account**”). Upon delivery of a Carve-Out Trigger Notice by the DIP Administrative

Agent, all funds in the Carve-Out Account shall be used for the payment of allowed and unpaid professional fees and disbursements incurred by Holdings, the Borrower, the Guarantors and the Committee after the delivery of such Carve-Out Trigger Notice.

(d) At any time after the delivery by the DIP Administrative Agent of a Carve-Out Trigger Notice, the Debtors shall deposit in the Carve-Out Account an amount up to the Carve-Out Cap from proceeds from the sale of Collateral. All funds in the Carve-Out Account deposited therein under this paragraph (d) shall be used for the payment of allowed and unpaid professional fees and disbursements incurred by Holdings, the Borrower, the Guarantors and the Committee after the delivery of such Carve-Out Trigger Notice.

9. *DIP Liens.*

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

(a) First Lien on Cash Balances and Unencumbered Property.

Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all pre- and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (collectively, “**Unencumbered Property**”), including without limitation, any and all cash and cash collateral of the Debtors (whether maintained with the DIP Collateral Agent or otherwise) and any investment of such cash and cash collateral, inventory, the Receivables Portfolio and any other accounts receivable, any other right to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries and the proceeds of all the foregoing.

Unencumbered Property shall exclude the Debtors’ claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code (collectively, the “**Avoidance Actions**”).

(b) Liens Priming Prepetition Lenders’ Liens. Pursuant to

section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all pre- and postpetition property of the Debtors (including, without limitation, any and all cash and cash collateral of the Debtors (whether maintained with the DIP Collateral Agent or otherwise) and any investment of such cash and cash collateral, inventory, the

Receivables Portfolio and any other accounts receivable, any other right to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries, and the proceeds of all the foregoing), whether now existing or hereafter acquired, that is subject to the Prepetition Liens securing the Prepetition Debt. Such security interests and liens shall be senior in all respects to (i) the interests in such property of the Prepetition Lenders arising from current and future liens of the Prepetition Lenders (including, without limitation, Adequate Protection Liens (as defined below) granted hereunder as adequate protection) and (ii) the Rolled Liens, but shall not be senior to any valid, perfected and unavoidable interests of other parties arising out of liens, if any, on such property existing immediately prior to the Petition Date, or to any valid, perfected and unavoidable interests in such property arising out of liens to which the liens of the Prepetition Lenders become or became subject to subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code.

(c) Liens Junior to Certain Other Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected security interest in and lien upon all pre- and postpetition property of the Debtors (other than the property described in clauses (a) or (b) of this paragraph 9, as to which the liens and security interests in favor of the DIP Collateral Agent will be as described in such clauses), whether now existing or hereafter acquired, that is subject to valid, perfected and unavoidable liens in existence immediately prior to the Petition Date (other than the

Prepetition Liens, which shall be governed by paragraph 9(b)) or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which liens in favor of the DIP Collateral Agent are junior to such valid, perfected and unavoidable liens.

(d) Liens Senior to Certain Other Liens. The DIP Liens shall not be (a) subject or subordinate to (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, (ii) any liens arising after the Petition Date including, without limitation, to the extent permitted by applicable law, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors or (iii) any intercompany or affiliate liens of the Debtors or (b) subordinated to or made pari passu with any other lien or security interest under sections 363 or 364 of the Bankruptcy Code or otherwise.

10. *Protection of DIP Lenders' Rights.*

(a) So long as there are any borrowings or letters of credit or other amounts (other than contingent indemnity obligations as to which no claim has been asserted when all other amounts have been paid and no letters of credit are outstanding) outstanding, or the DIP Lenders have any Commitment (as defined in the DIP Credit Agreement) under the DIP Credit Agreement, the Prepetition Agent, the Prepetition Lenders and the holders of the Rolled Liens shall (i) take no action to foreclose upon or recover in connection with the liens granted thereto pursuant to the Prepetition

Agreements, the Interim Order or this Final Order, or otherwise exercise remedies against any Collateral, except to the extent authorized by an order of this Court and the Prepetition Agent hereby reserves the right to seek such relief, (ii) be deemed to have consented to any release of Collateral authorized under the DIP Documents and (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the Collateral unless, solely as to this clause (iii), the DIP Collateral Agent files any financing statement or other document to perfect the liens granted pursuant to the Interim Order or this Final Order, or as may be required by applicable state law to continue the perfection of valid and unavoidable liens or security interests as of the Petition Date.

(b) The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the DIP Agents and the DIP Lenders to exercise and enforce, (i) upon the occurrence and continuance of an Event of Default and the giving of five business days' notice to the Debtors, the Prepetition Agent (on behalf of the Prepetition Lenders and holders of the Rolled Prepetition Obligations) and counsel for the Committee, all rights and remedies against the Collateral under the DIP Documents (including, without limitation, the right to setoff monies of the Debtors in accounts maintained with the DIP Administrative Agent, the DIP Collateral Agent or any DIP Lender). In any hearing regarding any exercise of rights or remedies, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and is continuing, and each of the

Debtors, the Prepetition Agent (on behalf of itself and the Prepetition Lenders and the holders of the Rolled Prepetition Obligations) and any Statutory Committee hereby waive their right to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Collateral Agent, the DIP Administrative Agent or the DIP Lenders set forth in this Order or the DIP Documents. In no event shall the DIP Agents, the DIP Lenders, the Prepetition Agent (on behalf of itself and the holders of the Adequate Protection Obligations or the Rolled Prepetition Obligations) or the Prepetition Lenders be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Collateral. The failure of the DIP Administrative Agent, the DIP Collateral Agent or any DIP Lender to seek relief or otherwise exercise or enforce its rights and remedies under the DIP Documents, the Interim Order or this Final Order shall not constitute a waiver of the DIP Administrative Agent’s, the DIP Collateral Agent’s or any DIP Lender’s rights or remedies hereunder, thereunder or otherwise.

(c) Entry of this Final Order shall be without prejudice to the right of the Prepetition Agent and the Prepetition Lenders to seek relief in the Cases and to appear and be heard on any matter before the Court.

11. *Limitation on Charging Expenses Against Collateral.* Except to the extent of the Carve Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including conversion of any of the Cases to a case under Chapter 7 of the Bankruptcy Code or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral or Collateral under

section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Agents, the DIP Lenders, the Prepetition Agent (on behalf of itself and the holders of the Rolled Prepetition Obligations) or the Prepetition Lenders, as the case may be, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agents, the DIP Lenders, the Prepetition Agent or the Prepetition Lenders.

12. *The Cash Collateral.* To the extent any funds were on deposit with any Prepetition Lender as of the Petition Date, including, without limitation, all funds deposited in, or credited to, an account of any Debtor with any Prepetition Lender immediately prior to the Petition Date (regardless of whether, as of such time, such funds had been collected or made available for withdrawal by any such Debtor), such funds (the “**Deposited Funds**”) may be subject to rights of setoff in favor of such Prepetition Lender. By virtue of any such setoff rights and section 553 of the Bankruptcy Code, the Prepetition Debt may be secured by the Deposited Funds for purposes of these Cases under section 506(a) of the Bankruptcy Code. The Prepetition Lenders are obligated, to the extent provided in the Prepetition Agreements, to share the benefit of such setoff rights with the other Prepetition Lenders party to such Prepetition Agreements. The Debtors’ cash, including all cash and other amounts on deposit or maintained in any account subject to a control agreement with the Prepetition Agent and any proceeds of the Prepetition Collateral (including the Deposited Funds or any other funds on deposit at a Prepetition Lender or at any other institution as of the Petition Date) are “cash collateral” of the Prepetition Lenders within the meaning of section 363(a) of the Bankruptcy Code.

The Debtors' cash, all Deposited Funds and all such proceeds of Prepetition Collateral are referred to herein as "**Cash Collateral.**"

13. *Use of Cash Collateral.* The Debtors are authorized to use all Cash Collateral of the Prepetition Lenders during the period from the date of the Interim Order through and including the Termination Date (as defined in the DIP Credit Agreement), *provided* that the Prepetition Lenders are granted adequate protection as hereinafter set forth. The Debtors' right to use Cash Collateral shall terminate automatically on the Termination Date. In addition, if the Borrower voluntarily terminates the Commitments prior to the Maturity Date (as each such term is defined in the DIP Credit Agreement), the Debtors shall, for the benefit of the Prepetition Lenders, continue to comply with the requirements of Articles V and VI of the DIP Credit Agreement and, upon any failure by the Debtors to observe any such requirement or upon the occurrence of any event that would have constituted an Event of Default under the DIP Credit Agreement prior to the termination of the Commitment, the Prepetition Agent on behalf of the Prepetition Lenders shall have the immediate right unilaterally to terminate the Debtors' right to use Cash Collateral.

14. *Adequate Protection.* The Prepetition Lenders are entitled, pursuant to sections 361, 363(e) and 364(d)(1) of the Bankruptcy Code, to adequate protection of their interest in the Prepetition Collateral, including the Cash Collateral, for and equal in amount to the aggregate diminution in the value of the Prepetition Lenders' interest in the Prepetition Collateral, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors (or other decline in value) of Cash Collateral and any

other Prepetition Collateral, the priming of the Prepetition Liens by the DIP Liens and the Rolled Liens pursuant to the DIP Documents, the Interim Order and the Final Order, and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. As adequate protection, the Prepetition Agent and the Prepetition Lenders are hereby granted the following (collectively, the “**Adequate Protection Obligations**”):

(a) Adequate Protection Liens. The Prepetition Agent (for itself and for the benefit of the Prepetition Lenders) is hereby granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements) a replacement security interest in and lien upon all the Collateral, subject and subordinate only to (i) the DIP Liens granted to the DIP Collateral Agent for the benefit of the DIP Lenders in the Interim Order or this Final Order and pursuant to the DIP Documents and any liens on the Collateral to which such liens so granted to the DIP Collateral Agent are junior, (ii) the Rolled Liens granted to the Prepetition Agent for the benefit of the holders of the Rolled Prepetition Obligations pursuant to the Interim Order or this Final Order and any liens on the Collateral to which such liens are junior and (iii) the Carve Out (the “**Adequate Protection Liens**”). The Adequate Protection Liens shall not be (A) subject or subordinate to (x) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, (y) any liens arising after the Petition Date including, without limitation, to the extent permitted by applicable law, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission,

board or court for any liability of the Debtors or (z) any intercompany or affiliate liens of the Debtors or (B) subordinated to or made pari passu with any other lien or security interest under Sections 363 or 364 of the Bankruptcy Code or otherwise, except the DIP Liens and the Rolled Liens on the terms and conditions set forth in the Interim Order or this Final Order and the DIP Documents.

(b) Section 507(b) Claim. The Prepetition Agent and the Prepetition Lenders are hereby granted, subject to the payment of the Carve Out, a superpriority claim as provided for in section 507(b) of the Bankruptcy Code with priority in payment over any and all administrative expenses of the kinds specified or ordered under any provisions of the Bankruptcy Code, including sections 105, 326, 328, 330, 331, 503, 507(a), 726, 1113 or 1114 of the Bankruptcy Code (the “**507(b) Claims**”). The 507(b) Claims granted hereunder shall be payable from and have recourse to all pre- and postpetition property of the Debtors and all proceeds thereof, including Avoidance Action Proceeds, subject only to the payment of the Carve Out to the extent specifically provided for herein. The 507(b) Claims shall be junior to (i) the claims under section 364(c)(1) of the Bankruptcy Code held by the DIP Agents and the DIP Lenders in respect of the DIP Obligations and (ii) the claims under section 364(c)(1) of the Bankruptcy Code held by the holders of the Rolled Prepetition Obligations in respect thereof. The Prepetition Agent and the Prepetition Lenders shall not receive or retain any payments, property or other amounts in respect of the 507(b) Claims granted hereunder or under the Prepetition Agreements unless and until the DIP Obligations and the Rolled Prepetition Obligations have indefeasibly been paid in cash in full (or, to the extent Existing Letters of Credit

remain outstanding and undrawn, to deposit with the Prepetition Agent cash collateral as provided in Section 8 of the Prepetition Credit Agreement).

(c) Interest, Fees and Expenses. The Prepetition Agent shall receive from the Debtors (or, in respect of any amounts to be paid in connection with any Hedge Agreement, the Prepetition Lender that is the counterparty thereto shall receive directly from the Debtors) (i) immediate cash payment of (x) all accrued and unpaid interest on the Prepetition Debt and letter of credit fees as of December 31, 2008, in each case at the rates applicable immediately prior to the Petition Date under the Prepetition Agreements, (y) all other accrued and unpaid fees and disbursements (including, but not limited to, fees owed to the Prepetition Agent and its counsel, financial and other consultants) owing to the Prepetition Agent under the Prepetition Agreements and incurred prior to the Petition Date and (z) the scheduled amortization payment due on December 31, 2008, (ii) current cash payment of all fees and expenses payable to the Prepetition Agent under the Prepetition Agreements, including, but not limited to, any administration fees and the reasonable fees and disbursements of counsel, financial and other consultants for the Prepetition Agent promptly upon receipt of invoices thereof and (iii) on the first business day of each month, (x) all accrued but unpaid interest on the Prepetition Debt at the LIBO Rate (as defined in the Prepetition Credit Agreement) plus 4.50%; *provided* that the LIBO Rate shall not be less than 2.50% and (y) other fees at the rate applicable as of the Petition Date under the Prepetition Agreements, *provided* that, without prejudice to the rights of any other party to contest such assertion, the Prepetition Lenders reserve their rights to assert claims for the payment of additional interest calculated at any other

applicable rate of interest (including, without limitation, default rates), or on any other basis, provided for in the Prepetition Agreements, and for the payment of any other amounts provided for in the Prepetition Agreements; *provided, further*, that the Debtors and the Committee reserve the right to seek, upon notice and a hearing, to (i) have the payments made hereunder recharacterized as payments on account of the principal amount of the Prepetition Debt outstanding as of the Petition Date in accordance with Section 506 of the Bankruptcy Code or (ii) have the payments disgorged or obtain other remedies, in each case with respect to payments made hereunder to the extent that such payments were made solely on account of unsecured prepetition debt owing by any Debtor, and the Prepetition Agent and the Prepetition Lenders reserve all rights to object to such recharacterization, disgorgement or other remedies on all grounds. None of the fees, costs and expenses payable under this paragraph shall be subject to separate or prior approval by this Court (but this Court shall resolve any dispute as to the reasonableness of any such fees, costs and expenses), and no recipient of any such payment shall be required to file any motion or interim or final fee application with respect thereto; *provided* that the Debtors shall provide to the Committee, within ten days of receipt thereof, a copy of the monthly invoices for the Prepetition Agent's professionals.

(d) Monitoring of Collateral. The Prepetition Agent shall be permitted to retain expert consultants and financial advisors at the expense of the Debtors. The Debtors shall cooperate with and permit the Prepetition Agent's consultants and advisors to have reasonable access for purposes of monitoring the business of the Debtors and the value of the Collateral.

(e) Information. The Debtors shall provide the Prepetition Agent and the Prepetition Lenders with copies of all reports, information and other materials that are provided to, or required to be provided to, the DIP Agents or the DIP Lenders and such other reports and materials as reasonably requested by the Prepetition Agent. The Debtors shall provide the Committee with copies of all reports, information and other materials that are provided to, or required to be provided to, the DIP Agents or the DIP Lenders and such other reports and materials as reasonably requested by the Committee.

(f) Payment from Proceeds of Collateral. Subject to funding the Carve-Out Account in accordance with paragraph 8(c) of this Final Order, the Debtors are authorized and directed to pay to the Prepetition Agent, for the benefit of the Prepetition Lenders, 100% of the Net Cash Proceeds (as defined in the DIP Credit Agreement) resulting from a Sale that are not required to be paid in respect of the DIP Obligations or the Rolled Prepetition Obligations; *provided* that prior to making any such payment to the Prepetition Agent, the Debtors shall give the Committee five business days' notice of such payment and such payment shall be made only if no written objection is received by the Debtors and the Prepetition Agent prior to the expiration of such period. If such written objection is received by the Debtors and the Prepetition Agent, then the payment shall not be made without further order of this Court.

15. *Rolled Prepetition Obligations.* (a) (i) As of the Closing Date (as defined in the DIP Credit Agreement), the Existing Letters of Credit issued and outstanding under the Prepetition Credit Agreement listed on Schedule I hereto were deemed converted into the Rolled Prepetition Obligations and (ii) as of the date of the entry of this Final Order,

the remaining Existing Letters of Credit listed on Schedule II that are issued and outstanding under the Prepetition Credit Agreement and any accrued and unpaid letter of credit fees outstanding as of the date of this Final Order associated therewith shall be deemed converted into the Rolled Prepetition Obligations (it being understood that the amounts set forth on Schedule I and Schedule II may change as a result of fluctuations in the currency exchange rates). The Existing Letters of Credit may be extended, at any time prior to the Termination Date, by the applicable Issuing Lender under the Prepetition Credit Agreement (the “**Prepetition Issuing Lender**”) to a date no later than 12 months after the Maturity Date (as defined in the DIP Credit Agreement). Each of the Debtors agrees to (i) pay the fees and other charges to the Prepetition Issuing Lenders and the Prepetition Lenders at the times, in the amounts and subject to the other terms and conditions set forth in Section 3.3 of the Prepetition Credit Agreement and (ii) reimburse each Prepetition Issuing Lender at the times, in the amounts and subject to the other terms and conditions set forth in Sections 3.5, 3.6 and 3.7 of the Prepetition Credit Agreement.

(b) Upon or prior to the occurrence of the Termination Date, the Debtors shall (i) cause all Existing Letters of Credit which expire after the Termination Date to be returned to the Prepetition Issuing Lender undrawn and marked “cancelled” or, to the extent the Debtors are unable to return any such Existing Letters of Credit, (ii) either (x) provide one or more “back-to-back” letters of credit to the applicable Prepetition Issuing Lender in form and substance reasonably satisfactory to each such Prepetition Issuing Lender that is a beneficiary of such “back-to-back” letter of credit, issued by a bank reasonably satisfactory to each such Prepetition Issuing Lender, or (y)

deposit cash in an account maintained with such Prepetition Issuing Lender as collateral security for the payment and performance of the Rolled Prepetition Obligations (it being understood that the sum of the amounts of (x) and (y) to be in an aggregate amount equal to 105% of the Rolled Prepetition Obligations outstanding at such time).

(c) The Prepetition Agent (for itself and for the benefit of the holders of the Rolled Prepetition Obligations) is hereby granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements) a security interest in and lien upon all the Collateral, subject and subordinate only to (i) the DIP Liens granted to the DIP Collateral Agent for the benefit of the DIP Lenders in the Interim Order or this Final Order and pursuant to the DIP Documents and any liens on the Collateral to which such liens so granted to the DIP Collateral Agent are junior and (ii) the Carve Out. The Rolled Liens shall not be (A) subject or subordinate to (w) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, (x) any liens arising after the Petition Date including, without limitation, to the extent permitted by applicable law, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors, (y) the Adequate Protection Liens or (z) any intercompany or affiliate liens of the Debtors or (B) subordinated to or made pari passu with any other lien or security interest under sections 363 or 364 of the Bankruptcy Code or otherwise, except the DIP Liens on the terms and conditions set forth in the Interim Order or this Final Order.

(d) Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the Rolled Prepetition Obligations shall constitute allowed claims against the Debtors with priority over any and all administrative expenses, diminution claims (including all Adequate Protection Obligations) and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over the 507(b) Claims of the Prepetition Agent and the Prepetition Lenders granted hereunder and over any and all other administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall be payable from and have recourse to all pre- and postpetition property of the Debtors and all proceeds thereof, including Avoidance Action Proceeds, subject only to the Carve Out to the extent specifically provided for herein (the **“Rolled Superpriority Claims”**).

(e) Each of the Debtors agree that (i) its obligations hereunder shall not be discharged by the entry of the an order confirming a Chapter 11 plan (and each of the Debtors, pursuant to section 1141(d)(4) of the Bankruptcy Code, hereby waives such discharge) and (ii) the liens and claims granted to the Prepetition Issuing Lender and the Prepetition Lenders described in paragraphs (c) and (d) above shall not be affected in any manner by the entry of an order confirming a Chapter 11 plan, unless in each case the Rolled Prepetition Obligations are paid in full in cash on the effective date of such

Chapter 11 plan and the actions described in paragraph (b) above in respect of the Existing Letters of Credit have been taken.

16. *Reservation of Rights of the Prepetition Lenders.* (a) The Court finds that the adequate protection provided herein is reasonable and sufficient under the circumstances to protect the interests of the Prepetition Agent and the Prepetition Lenders. Notwithstanding anything to the contrary contained herein, the grant of adequate protection to the Prepetition Agent and the Prepetition Lenders is without prejudice to the right of the Prepetition Agent or any Prepetition Lender to seek any modification of, or further or different, adequate protection, and the Debtors reserve all rights to object to any such request for a modification of, or further or different, adequate protection.

(b) The consent of the Prepetition Lenders to the priming of the Prepetition Liens by the DIP Liens, the Rolled Liens and the Carve-Out (i) is limited to the Financing authorized under this Final Order, and shall not extend to any other postpetition financing or to any modified version or replacement of the Financing and (ii) does not constitute, and shall not be construed as constituting, an acknowledgement or stipulation by the Prepetition Agent or the Prepetition Lenders that, absent such consent, their interests in the Prepetition Collateral would be adequately protected pursuant to this Final Order.

(c) Except on the terms of this Final Order, at all times before the Termination Date, the Debtors are hereby enjoined and prohibited from at any time (i) using the Cash Collateral and (ii) using the Postpetition Collateral.

17. *Perfection of DIP Liens, Rolled Liens and Adequate Protection Liens.*

(a) Subject to the provisions of paragraph 10(a) above, the DIP Agents, the DIP Lenders, the Prepetition Agent and the Prepetition Lenders are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over, or take any other action in order to validate and perfect the DIP Liens, the Rolled Liens and Adequate Protection Liens granted to them hereunder. Whether or not the DIP Collateral Agent on behalf of the DIP Lenders or the Prepetition Agent on behalf of the Prepetition Lenders or the holders of the Rolled Prepetition Obligations shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments that may be otherwise required under federal or state law in any jurisdiction, or take any action, including taking possession, to validate and perfect such security interests and liens, and, or take possession of or control over, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, as of the date of entry of the Interim Order. The failure of the Debtors to execute any documentation relating to the enforceability, priority or perfection of the DIP Liens, the Rolled Liens or the Adequate Protection Liens shall in no way affect the validity, perfection or priority of the DIP Liens, the Rolled Liens or the Adequate Protection Liens.

(b) If the DIP Collateral Agent (solely with respect to the DIP Liens) or the Prepetition Agent (solely with respect to the Adequate Protection Liens or the Rolled Liens), in their sole discretion, elects to file any financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise to confirm perfection of the DIP Liens, the Adequate Protection Liens or the Rolled Liens, as applicable, the Debtors shall cooperate with and assist in such process, the stay imposed under section 362 of the Bankruptcy Code is hereby lifted to permit the filing and recording of a certified copy of the Interim Order or this Final Order or any such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, and all such documents shall be deemed to have been filed and recorded at the time of and on the date of entry of the Interim Order. Upon the request of the DIP Collateral Agent (solely with respect to the DIP Liens) or the Prepetition Agent (solely with respect to the Adequate Protection Liens or the Rolled Liens), without any further consent of any party, the Debtors authorized to take, execute, deliver and file such instruments (in each case without representation or warranty of any kind) to enable the DIP Collateral Agent or the Prepetition Agent as applicable, to further validate, perfect, preserve and enforce the DIP Liens, the Adequate Protection Liens or the Rolled Liens, as applicable.

(c) A certified copy of the Interim Order or this Final Order may, in the discretion of the DIP Collateral Agent (with respect to the DIP Liens) or the Prepetition Agent (with respect to the Adequate Protection Liens and the Rolled Liens), be filed with or recorded in filing or recording offices in addition to or in lieu of such

financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of the Interim Order or this Final Order for filing and recording.

~~(d) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other Collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the transactions granting DIP Liens, the Rolled Liens or the Adequate Protection Liens, in such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor, in favor of the DIP Agent, the DIP Lenders, the holders of the Rolled Prepetition Obligations, the Prepetition Agent or the Prepetition Lenders in accordance with the terms of the DIP Credit Agreement or this Final Order.~~

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

(a) Unless all DIP Obligations, Rolled Prepetition Obligations and Adequate Protection Obligations shall have been paid in full (and, with respect to outstanding letters of credit issued pursuant to the DIP Credit Agreement and Existing Letters of Credit, cash collateralized in accordance with the provisions of the DIP Credit Agreement and this Final Order, as applicable), the Debtors shall not seek, and it shall constitute an Event of Default and terminate the right of the Debtors to use Cash

Collateral if there is entered (i) any modifications or extensions of this Final Order without the prior written consent of the DIP Agents and the Prepetition Agent, and no such consent shall be implied by any other action, inaction or acquiescence by the DIP Agents or the Prepetition Agent, or (ii) an order converting or dismissing any of the Cases. If an order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (A) the DIP Liens, the Rolled Liens, the Adequate Protection Liens, the Superpriority Claims, the Rolled Superpriority Claims and the 507(b) Claims granted to the DIP Agents and the DIP Lenders and, as applicable, the Prepetition Agent and the Prepetition Lenders pursuant to this Final Order shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations, Rolled Prepetition Obligations and Adequate Protection Obligations shall have been paid and satisfied in full (and that such DIP Liens, the Rolled Liens, the Adequate Protection Liens, the Superpriority Claims, the Rolled Superpriority Claims and the 507(b) Claims shall, notwithstanding such dismissal, remain binding on all parties in interest), (B) the other rights under this Final Order shall not be affected and (C) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (A) in this paragraph.

(b) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect (i) the validity of any DIP Obligations, Rolled Prepetition Obligations or

Adequate Protection Obligations incurred prior to the actual receipt of written notice by the DIP Agents or Prepetition Agent, as applicable, of the effective date of such reversal, modification, vacatur or stay or (ii) the validity or enforceability of any lien, or the priority thereof authorized or created hereby or pursuant to the DIP Credit Agreement with respect to any DIP Obligations or the Interim Order or this Final Order, as applicable, with respect to any Rolled Prepetition Obligations or Adequate Protection Obligations. Notwithstanding any such reversal, modification, vacatur or stay, any use of Cash Collateral, or DIP Obligations, Rolled Prepetition Obligations or Adequate Protection Obligations incurred by the Debtors to the DIP Agents, the DIP Lenders, the Prepetition Agent, any Prepetition Issuing Lender or the Prepetition Lenders before the actual receipt of written notice by the DIP Agents and Prepetition Agent of the effective date of such reversal, modification, stay or vacatur shall be governed in all respects by the original provisions of the Interim Order and this Final Order, as applicable, and the DIP Agents, the DIP Lenders, Prepetition Agent, the Prepetition Issuing Lenders and the Prepetition Lenders shall be entitled to all the rights, remedies, privileges and benefits granted in sections 363(e) and 364(m) of the Bankruptcy Code, the Interim Order, this Final Order and pursuant to the DIP Documents with respect to all uses of Cash Collateral, DIP Obligations, Rolled Prepetition Obligations and Adequate Protection Obligations.

(e) Except as expressly provided in this Final Order or in the DIP Documents, the DIP Liens, the Rolled Liens, the Adequate Protection Liens, the Superpriority Claims, the 507(b) Claims, the Rolled Superpriority Claims and all other

rights and remedies of the DIP Agents, the DIP Lenders, the holders of the Rolled Prepetition Obligations, the Prepetition Agent, the Prepetition Issuing Lenders and the Prepetition Lenders granted by the provisions of the Interim Order, this Final Order and the DIP Documents shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases or terminating the joint administration of these Cases, or (ii) the entry of an order confirming a Chapter 11 plan in any of the Cases. ~~and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations, Rolled Prepetition Obligations and Adequate Protection Obligations.~~ The terms and provisions of this Final Order and the DIP Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the Rolled Liens, the Adequate Protection Liens, the Superpriority Claims, the Rolled Superpriority Claims and the 507(b) Claims and all other rights and remedies of the DIP Agents, the DIP Lenders, the Prepetition Agent, the Prepetition Issuing Lenders and the Prepetition Lenders granted by the provisions of this Final Order and the DIP Documents shall continue in full force and effect until the DIP Obligations, the Rolled Prepetition Obligations and the Adequate Protection Obligations are indefeasibly paid in full in cash.

19. *Effect of Stipulations on Third Parties.* The stipulations and admissions contained in this Final Order, including, without limitation, in paragraph 4 of this Final Order, shall be binding upon the Debtors and any successor thereto (including, without

limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) in all circumstances. The stipulations and admissions contained in this Final Order, including, without limitation, in paragraph 4 of this Final Order, shall be binding upon all other parties in interest, including, without limitation, any Statutory Committee, unless (a) a party in interest (including any Statutory Committee) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in paragraph 20) by no later than the date that is 90 days after the date of entry of the Final Order (or such later date (x) as has been agreed to, in writing, by the Prepetition Agent in its sole discretion or (y) as has been ordered by the Court for good cause shown) (i) challenging the validity, enforceability, priority or extent of the Prepetition Debt or the Prepetition Liens on the Prepetition Collateral or (ii) otherwise asserting or prosecuting any Avoidance Action or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, “**Claims and Defenses**”) against the Prepetition Agent or any of the Prepetition Lenders or their respective affiliates, members, subsidiaries, representatives, directors, officers, attorneys or advisors (each a “**Released Party**”) in connection with matters related to the Prepetition Agreements, the Prepetition Debt or the Prepetition Collateral, and (b) there is a final order in favor of the plaintiff sustaining any such challenge or claim in any such timely filed adversary proceeding or contested matter, *provided* that, as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date. If no such adversary proceeding or contested matter is timely filed, (w) the Prepetition Debt shall constitute allowed claims, not subject to counterclaim, setoff,

subordination, recharacterization, recovery, defense or avoidance for purposes in the Cases and any subsequent chapter 7 case, (x) the Prepetition Liens on the Prepetition Collateral shall be deemed to be legal, valid, binding, perfected and of the priority described in paragraph 4(b), not subject to recharacterization, subordination, avoidance or reduction, (y) the release of the Claims and Defenses by the Debtors shall be binding on all parties in interest in the Cases and any case under Chapter 7 of the Bankruptcy Code and (z) the Prepetition Debt, the Prepetition Liens, the Prepetition Agent and the Prepetition Lenders shall not be subject to any other or further challenge by any party in interest seeking to exercise the rights of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any estate representative or a chapter 7 or 11 trustee appointed or elected for any of the Debtors). If any such adversary proceeding or contested matter is timely filed, the stipulations and admissions contained in this Final Order, including, without limitation, **paragraph 4** of this Final Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any Statutory Committee and on any other person or entity, except to the extent that such findings and admissions were expressly challenged in such adversary proceeding or contested matter. The Prepetition Agent and the Prepetition Lenders agree not to object to the standing of the Committee to commence an adversary proceeding or contested matter to commence and prosecute the Claims and Defenses against a Released Party so long as such adversary proceeding matter is timely commenced in accordance with this paragraph 19, *provided* that nothing herein shall prejudice, limit, impair or otherwise affect the right of the Prepetition Agent or any

Prepetition Lender to object to any fees or expenses incurred (or to be incurred) by such Committee in connection with the commencement and prosecution of such Claims and Defenses.

20. *Limitation on Use of Financing Proceeds and Collateral.* The Debtors have released and waived any and all claims and causes of action against the DIP Agents and the DIP Lenders and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors, related to the Financing, the Interim Order, this Final Order and the negotiation of the terms thereof. Notwithstanding anything herein or in any other order by this Court to the contrary, no borrowings or letters of credit under the DIP Credit Agreement, Cash Collateral, Prepetition Collateral, Collateral or the Carve Out may be used to (a) object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of any amount due under the Interim Order, this Final Order, the DIP Documents or the Prepetition Agreements, or the liens or claims granted under the Interim Order, this Final Order, the DIP Documents or the Prepetition Agreements, (b) challenge the purchase by the Borrower of the Receivables Portfolio, (c) assert any Claims or Defenses or causes of action against any of the DIP Agents, the DIP Lenders, the Prepetition Agent or the Prepetition Lenders or their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors, (d) prevent, hinder or otherwise delay any of the DIP Agents' or the Prepetition Agent's assertion, enforcement or realization on the Cash Collateral or the Collateral in accordance with the DIP Documents, the Prepetition Agreements or this Final Order, (e) seek to modify any of the rights granted to any of the DIP Agents, the DIP Lenders,

the Prepetition Agent, any Prepetition Issuing Lender or the Prepetition Lenders hereunder or under the DIP Documents or the Prepetition Agreements, in each of the foregoing cases without such parties' prior written consent or (f) pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court; *provided* that up to \$175,000 of Cash Collateral and proceeds of the Financing in the aggregate may be used to pay the allowed fees and expenses of professionals retained by the Committee incurred directly in connection with investigating, but not initiating or prosecuting, any Claims and Defenses against any Released Party.

21. *JPMorgan Chase as DIP Collateral Agent.* To the extent that any Prepetition Agent (or any predecessor, bailee, agent or designee thereof) is the secured party under any account control agreement, listed as loss payee under the Debtors' insurance policies as required under the Guarantee and Collateral Agreement or is the secured party under any other Prepetition Agreement, JPMorgan Chase, in its role as DIP Collateral Agent, is also deemed to be the secured party under such account control agreement, loss payee under the Debtors' insurance policies and the secured party under any other Prepetition Agreement, shall have all rights and powers associated with that position (including, without limitation, rights of enforcement) and shall act in that capacity and distribute any proceeds recovered or received in accordance with the DIP Documents and this Order. The Prepetition Agent (and any predecessor, bailee, agent or designee thereof) shall serve as agent and bailee for the DIP Collateral Agent for purposes of perfecting the DIP Liens, the Adequate Protection Liens and the Rolled Liens

on all DIP Collateral that is of a type such that perfection of a security interest therein may be accomplished only by possession or control by a secured party.

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

23. *Binding Effect; Successors and Assigns.* Subject to paragraph 19, the DIP Documents and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Agents, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders, any Statutory Committee and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors) and shall inure to the benefit of the DIP Agents, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders and the Debtors and their respective successors and assigns; *provided, however*, that the DIP Agents and the DIP Lenders shall have no obligation to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors, except as provided in paragraph 8(b)(ii) hereof. In determining to make any loan under the DIP Credit Agreement or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the DIP Documents, the DIP Agents and the DIP Lenders shall not be deemed 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, so long as the DIP Lenders’ actions do not constitute, within the meaning of 42

U.S.C. §§ 9601(20)(F), actual participation in the management or operational affairs of a vessel or facility owned or operated by a Debtor, or otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* as amended, or any similar federal or state statute).

24. *Effectiveness.* 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 of effectiveness of this Final Order as provided in such Rules.

25. *Master Proof of Claim.* The Prepetition Agent shall be authorized (but not required) to file a single master proof of claim against all Debtors (a “**Master Proof of Claim**”) on behalf of itself and the applicable Prepetition Lenders on account of the aggregate amount of prepetition claims arising under the Prepetition Agreements without setting forth the exposure of each individual Prepetition Lender in respect thereof, and the Prepetition Agent shall not be required to file a verified statement pursuant to Bankruptcy Rule 2019. If the Prepetition Agent so files a Master Proof of Claim against the Debtors, the Prepetition Agent and each Prepetition Lender (as applicable) and each of their respective successors and assigns shall be deemed to have filed a proof of claim in respect of its claims against the Debtors arising under the Prepetition Agreements, and such claim shall be allowed or disallowed as if such entity had filed a separate proof of

claim against each Debtor in the amount set forth in the applicable Master Proof of Claim. The Prepetition Agent shall be authorized to amend the Master Proof of Claim from time to time.

26. *Reservation of Rights.* Nothing in this Final Order or the DIP Documents shall permit the Debtors to violate 28 U.S.C. § 959(b). The United States of America objects to any provision in this Final Order or the DIP Documents providing for any liens (including replacement liens) or superpriority claims with respect to actions, claims or settlements brought under or relying upon the Federal Debt Collection Procedures Act, or the proceeds of such actions, claims or settlements, and this Final Order is without prejudice to all rights of the United States with respect to such objection, or the rights of the Debtors, any Statutory Committee, the DIP Agents, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders or any other party in interest to challenge or otherwise contest such objection, and all rights of such parties are hereby fully preserved. As to the United States, its agencies, departments or agents, nothing in this Final Order or the DIP Documents shall discharge, release or otherwise preclude any valid right of setoff or recoupment that any such entity may have.

27. *Agreement with the Debtors.* The Debtors (or any successor or assign) shall not use any proceeds of the Financing or Cash Collateral to bring any action or claim under **any statute or legal theory the proceeds of which would not reasonably be expected to inure to the benefit of the Debtors' estates,**, or relying upon, the Federal Debt Collection Procedures Act without the written consent of each of the DIP

Agents, the Prepetition Agent and the Committee, **which consent shall not be unreasonably withheld**, or further order of this Court.

28. *Headings.* Sections 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.

Dated: February 6, 2009
New York, New York

/s/ Allan L. Gropper

THE HONORABLE ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

Schedule I

Existing Letters of Credit
Subject to Conversion and Rollup as of Closing Date

<u>Account Party</u>	<u>Beneficiary</u>	<u>Face Amount</u>
Cimarron	US Nuclear Regulatory Commission	\$3,600,000
Tronox Worldwide	US EPA (Lakeview)	\$500,000
Tronox Inc.	ACE	\$2,785,000
Tronox Inc.	Safeco Insurance Company	\$24,500,000
Tronox Inc.	American Home Assurance	\$1,975,000
Tronox LLC	Oxbow	\$1,500,000
Tronox Pigments (Savannah), Inc.	Citicorp Leasing	\$50,000

Schedule II

Existing Letters of Credit
Subject to Conversion and Rollup as of Date of Entry of Final Order

Account Party	Beneficiary	Face Amount
Tiwest Joint Venture	Minister for Mining Act of 1978	18,280.00
Tronox Pigments (Netherlands) B.V.	Fonds Voor Sluiting Van Ondernemingen	USD Equivalent 1,068,107.33** EUR 929,865.66
Tronox Pigments International GmbH	ARIS - Sociedade De Servicos	USD Equivalent 3,512,500.00** EUR 2,500,000
Tronox Pigments (Holland) B.V.	John Zink International	USD Equivalent 748,572.76** EUR 532,792
Tronox LLC	City of West Chicago	1,019,789.00
Tronox Pigments GmbH	German Workers Union	USD Equivalent 713,740.00** EUR 508,000
Tronox Worldwide LLC	Citibank NY support German Workers Union Guaranty	USD Equivalent 1,225,160.00** DURO 872,000
Tronox Worldwide LLC	Illinois Emergency Management Agency (West Chicago)	25,000,000.00
Tronox Worldwide LLC	Republic Insurance Company	150,000.00
Tronox Worldwide LLC	Comilog	2,000,000.00
Tronox Worldwide LLC	Coral Energy Resources, L.P.	1,200,000.00
Tronox LLC/ Tronox Pigments (Savannah) Inc.	Southern Natural Gas Company	415,000.00
Tronox Pigments (Savannah) Inc.	SCANA Energy Marketing	2,000,000.00
Tronox LLC	BP Energy Company	3,700,000.00
Tronox LLC	US Bank	2,500,000.00

** As at the date of preparation of this schedule, the FX rate used to convert these L/Cs was 1.405