

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

In re:)	
)	Chapter 11
)	
TUPPERWARE BRANDS CORPORATION, <i>et al.</i> , ¹)	Case No. 24-12156 (BLS)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket No. 6, 103, 180, 257, 323 & 360 & 379

**FINAL ORDER (I) AUTHORIZING
THE DEBTORS TO USE CASH COLLATERAL, (II) GRANTING
ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES, (III)
MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF**

Upon the Motion² of the above-captioned debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned cases and pursuant to sections 105, 361, 362, 363, 503, 506, 507 and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2002-1, 4001-1, 4001-2, 9006-1, and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure for the District of Delaware (the “Local Rules”) for the United States Bankruptcy Court for the District of Delaware (the “Court”), seeking entry of this Final Order (the “Final Order”), among other things:

- (a) subject to the restrictions set forth herein, authorizing the Debtors to use Cash Collateral (as defined herein) of the Prepetition Secured Parties (as defined herein)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Tupperware Brands Corporation (2333); Dart Industries Inc. (5570); Deerfield Land Corporation (0323); Premiere Products, Inc. (4064); Tupperware Brands Latin America Holdings, L.L.C. (0264); Tupperware Home Parties LLC (1671); Tupperware International Holdings Corporation (8983); Tupperware Products, Inc. (8796); and Tupperware U.S., Inc. (2010). The location of the Debtors' service address in these chapter 11 cases is: 14901 S Orange Blossom Trail, Orlando, FL 32837.

² The Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 6] (the “Motion”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion, or in the APA (as defined herein).

under the applicable Prepetition Secured Debt Documents (as defined herein), and provide adequate protection to the Prepetition Secured Parties pursuant to sections 361 and 363(e) of the Bankruptcy Code for any diminution in value of their respective interests in the Prepetition Collateral (as defined herein), including Cash Collateral, resulting from the imposition of the automatic stay or the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral), including granting adequate protection claims with recourse to and liens on all estate assets including Avoidance Assets (as defined herein);

- (b) authorizing the Debtors to waive: (i) the Debtors' right to surcharge the Prepetition Collateral or the Adequate Protection Collateral (as defined herein) pursuant to section 506(c) of the Bankruptcy Code; and (ii) any "equities of the case" exception under section 552(b) of the Bankruptcy Code;
- (c) approving certain stipulations and releases by the Debtors and the Committee, as set forth herein;
- (d) vacating and/or modifying the automatic stay to the extent set forth herein to the extent necessary to permit the Debtors and the Prepetition Secured Parties to implement and effectuate the terms and provisions of this Final Order and to deliver any notices of termination described and as further set forth herein;
- (e) waiving the equitable doctrine of "marshaling" and any other similar doctrine with respect to any of the Prepetition Collateral (including Cash Collateral) and the Adequate Protection Collateral for the benefit of any party other than the Prepetition Secured Parties; and
- (f) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Final Order.

The Court having considered the relief requested in the Motion, the First Day Declaration, the *Preliminary Objection of Ad Hoc Group of Secured Lenders to Debtors' Motion for Authority to Use Cash Collateral* [Docket No. 47] (the "Preliminary AHG Objection"), the *Omnibus Objection of Ad Hoc Group of Secured Lenders to Certain of the Debtors' Pending Motions* [Docket No. 154] (the "Supplemental AHG Objection"), and the evidence submitted and arguments made by the Debtors at the hearing held on September 25, 2024 (the "Bridge Hearing"), the hearing held on October 17–18 and October 22, 2024 (the "Second Day Hearing," or the "Hearing"); and notice of the Hearing having been given in accordance with Bankruptcy Rules 2002 and 4001 and all applicable Local Rules; and the Hearing having been held and concluded; and all objections to the relief requested in the Motion having been withdrawn, resolved, or

overruled on the merits by the Court; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the relief requested in the Motion is necessary to avoid harm to the Debtors and their estates, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that no other or further notice of the Motion or the Hearing need be given under the circumstances; and after due deliberation and consideration, and good and sufficient cause appearing therefor; **BASED UPON THE RECORD ESTABLISHED AT THE HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**³

A. Petition Date. On September 17–18, 2024 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court. On September 20, 2024, this Court entered an order approving the joint administration of these chapter 11 cases. [Docket No. 69].

B. Debtors in Possession. 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. These chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No trustee or examiner has been appointed in these chapter 11 cases.

C. Jurisdiction and Venue. The Court has jurisdiction over these proceedings, pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for these chapter 11 cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Committee Formation. On September 30, 2024, the U.S. Trustee appointed an official committee of unsecured creditors in these chapter 11 cases pursuant to section 1102 of the Bankruptcy Code (the “Committee”). *See* Docket No. 106.

E. Notice. On September 25, 2024, the Court held the Bridge Hearing following which the Court entered the *Bridge Order (I) Authorizing the Debtors’ Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 103] (the “Bridge Order”). On October 15, 2024, the Court entered the *Revised Bridge Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 180] (the “Revised Bridge Order”). On October 17–18 and October 22, 2024, the Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2) and Local Rule 4001-2(b).⁴ On November 6, 2024, the Court entered the *Revised Bridge Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 323], and on November 20, 2024, the Court entered the *Revised Bridge Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to*

⁴ The Revised Bridge Order was extended at the Hearing by agreement with the Prepetition Secured Parties until the hearing for entry of this Final Order. Transcript of the Hearing at 117, *In re Tupperware Brands Corp.*, No. 24-12156 (BLS) (Bankr. D. Del. 2024) [Docket No. 229]; Transcript of the Hearing at 4,7, *In re Tupperware Brands Corp.*, No. 24-12156 (BLS) (Bankr. D. Del. 2024) [Docket No. 244].

the Prepetition Secured Parties, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief [Docket No. 360]. Proper, timely, adequate, and sufficient notice of the Hearing and the relief requested in the Motion has been provided under the circumstances in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the Motion or the entry of this Final Order shall be required.

F. Cash Collateral. Subject to any exceptions, exclusions, or other limitations expressly set forth in the Prepetition Secured Debt Documents (including, for the avoidance of doubt, the exclusion of property held by the Swiss Borrower other than specified cash collateral that is subject to account control agreements pursuant to the Prepetition Secured Debt Documents), all of the Prepetition Loan Parties' (as defined herein) cash, cash equivalents, negotiable instruments, investment property, and securities, including cash and other amounts on deposit or maintained in any account or accounts of the Prepetition Loan Parties, existing as of the Petition Date, and any amounts generated by (i) dividends or other distributions from subsidiaries of the Debtors whose equity interests are pledged as Prepetition Collateral and (ii) the collection of accounts receivable (including intercompany accounts receivable owing to the Debtors from non-Debtor subsidiaries) and any other disposition of the Prepetition Collateral, existing as of the Petition Date, and the proceeds of any of the foregoing, wherever located, is cash collateral within the meaning of section 363(a) of the Bankruptcy Code of all (or certain of) the Prepetition Secured Parties, as more fully described in the Prepetition Secured Debt Documents ("Cash Collateral").

G. Stipulations. The Debtors and the Committee admit, stipulate, and agree to the following (collectively, the "Stipulations"):

1. Prepetition Credit Agreement.

(a) Prepetition Credit Agreement Loan Documents. Pursuant to that certain Credit Agreement, dated as of November 23, 2021 (as amended, restated, amended and restated,

supplemented, waived, and/or otherwise modified from time to time, the “Prepetition Credit Agreement,” and collectively with any other agreements and documents executed or delivered in connection therewith, each as it may be amended, restated, amended and restated, supplemented, waived, and/or otherwise modified from time to time, the “Prepetition Credit Agreement Loan Documents”), by and among Tupperware Brands Corporation (the “Parent Borrower”), Tupperware Products AG (the “Swiss Borrower,” and, together with the Parent Borrower, the “Borrowers,” and the Borrowers, together with the other Debtors, the “Prepetition Credit Agreement Loan Parties”), the lenders from time to time party thereto (the “Prepetition Credit Agreement Lenders”), and Wells Fargo Bank, National Association, as administrative agent and collateral agent (the “Prepetition Credit Agreement Agent,” and together with the Prepetition Credit Agreement Lenders, the “Prepetition Credit Agreement Secured Parties”), the Prepetition Credit Agreement Lenders, as applicable, agreed to provide credit to the Borrowers, as applicable, in the form of four credit facilities consisting of: (a) a global tranche revolving credit facility (the “Revolving Credit Facility”); (b) term A loans denominated in U.S. dollars (the “USD Term A Loan Facility”); (c) term C loans denominated in U.S. dollars (the “USD Term C Loan Facility”); and (d) term D loans denominated in euros (the “EUR Term D Loan Facility”).

(b) Prepetition Credit Agreement Debt. As of the Petition Date, the Prepetition Credit Agreement Loan Parties were, as applicable, justly and lawfully indebted and liable to the Prepetition Credit Agreement Lenders without defense, challenge, objection, claim, counterclaim, or offset of any kind, in the aggregate principal amount of not less than \$817,867,975.17 (consisting of \$7,000,000 in borrowings under the Revolving Credit Facility, an aggregate principal amount of approximately \$15,300,000 of outstanding letters of credit, \$399,932,753.53 in borrowings under the USD Term A Loan Facility, \$177,527,498.54 in borrowings under the

USD Term C Loan Facility, and €196,466,417.21 in borrowings under the EUR Term D Loan Facility), in each case pursuant to, and in accordance with the terms of, the Prepetition Credit Agreement Loan Documents, plus accrued and unpaid interest, fees, expenses, disbursements (including attorneys' fees and financial advisors' fees and related expenses and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, chargeable, or reimbursable under the Prepetition Credit Agreement Loan Documents incurred in connection therewith as provided in the Prepetition Credit Agreement Loan Documents (collectively, the "Prepetition Credit Agreement Debt"), which Prepetition Credit Agreement Debt has been guaranteed on a joint and several basis by each of the Parent Borrower and the other Debtors (other than the Swiss Borrower) (the "Prepetition Credit Agreement Guarantors"). The Swiss Borrower is only liable for its own borrowings under the Prepetition Credit Agreement. It is neither a guarantor nor jointly nor severally liable in respect of other borrowings made to the Parent Borrower pursuant to the Prepetition Credit Agreement.

(c) Prepetition Credit Agreement Priority Liens. As more fully set forth in the Prepetition Credit Agreement Loan Documents, prior to the Petition Date, the Borrowers and the Prepetition Credit Agreement Guarantors each granted to the Prepetition Credit Agreement Secured Parties a first-priority (subject to certain permitted liens, including, without limitation, the Prepetition Bridge Facility Priority Liens on the Prepetition Bridge Collateral (each as defined herein)) security interest in, and continuing lien on (the "Prepetition Credit Agreement Priority Liens"), certain collateral (as set forth and pursuant to the Prepetition Credit Agreement Loan Documents) (including Cash Collateral, and with respect to the Swiss Borrower, no additional collateral other than Cash Collateral as specified in the Prepetition Secured Debt Documents) and

all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (the “Prepetition Credit Agreement Collateral”).

2. *Prepetition Bridge Credit Agreement.*

(a) Prepetition Bridge Facility Loan Documents. Pursuant to that certain Bridge Loan Credit Agreement, dated as of August 12, 2024 (as amended, restated, amended and restated, supplemented, waived, and/or otherwise modified from time to time, the “Prepetition Bridge Credit Agreement,” and together with any other agreements and documents executed or delivered in connection therewith, each as it may be amended, restated, amended and restated, supplemented, waived, and/or otherwise modified from time to time, collectively, the “Prepetition Bridge Facility Loan Documents,” and together with the Prepetition Credit Agreement Loan Documents, the “Prepetition Secured Debt Documents”), by and among the Parent Borrower, each of the other Debtors except for the Swiss Borrower, as guarantors party thereto (the “Prepetition Bridge Guarantors,” and together with the Parent Borrower, the “Prepetition Bridge Loan Parties,” and together with the Prepetition Credit Agreement Loan Parties, the “Prepetition Loan Parties”), the lenders from time to time party thereto (the “Prepetition Bridge Lenders,” and together with the Prepetition Credit Agreement Lenders, the “Prepetition Lenders”), GLAS USA LLC, as administrative agent (the “Prepetition Bridge Administrative Agent”), and GLAS Americas LLC, as collateral agent (the “Prepetition Bridge Collateral Agent,” and together with the Prepetition Bridge Administrative Agent, the “Prepetition Bridge Agents,” and the Prepetition Bridge Agents together with the Prepetition Credit Agreement Agent, the “Prepetition Agents,” and the Prepetition Bridge Agents together with the Prepetition Bridge Lenders, the “Prepetition Bridge Facility Secured Parties,” and together with the Prepetition Credit Agreement Secured Parties, the “Prepetition Secured Parties”), the Prepetition Bridge Lenders, as applicable, agreed to provide the Initial Bridge Loans and the Delayed Draw Bridge Loans (each as defined in the Prepetition

Bridge Credit Agreement, collectively, the “Prepetition Bridge Loans,” and the facility pursuant to which the Prepetition Bridge Loans were provided, the “Prepetition Bridge Facility”).

(b) Prepetition Bridge Facility Debt. As of the Petition Date, the Prepetition Bridge Loan Parties were justly and lawfully indebted and liable to the Prepetition Bridge Facility Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, in the aggregate principal amount of not less than \$8,000,000, plus accrued and unpaid interest, fees, expenses, disbursements (including attorneys’ fees and financial advisors’ fees and related expenses and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, chargeable, or reimbursable under the Prepetition Bridge Facility Loan Documents incurred in connection therewith as provided in the Prepetition Bridge Facility Loan Documents (collectively, the “Prepetition Bridge Facility Debt,” and together with the Prepetition Credit Agreement Debt, the “Prepetition Secured Debt”), which Prepetition Bridge Facility Debt has been guaranteed on a joint and several basis by each of the Prepetition Bridge Guarantors.

(c) Prepetition Bridge Facility Priority Liens. As more fully set forth in the Prepetition Bridge Facility Loan Documents, prior to the Petition Date, Debtor Tupperware U.S., Inc. (the “Grantor”) granted to the Prepetition Bridge Facility Secured Parties a first-priority (subject to certain permitted liens) security interest in, and continuing lien on (the “Prepetition Bridge Facility Priority Liens,” together with the Prepetition Credit Agreement Priority Liens, the “Prepetition Liens”), the Collateral⁵ (as defined in the Prepetition Bridge Credit Agreement) and

⁵ “Collateral” (as defined in the Prepetition Bridge Credit Agreement) means: (a) the Finished Goods Inventory Collateral (as defined herein); (b) all books and records pertaining to the Finished Goods Inventory Collateral; and (c) all Proceeds (as defined in the Prepetition Bridge Credit Agreement) and products of any and all of the foregoing and all collateral security and guarantees given by any Person (as defined in the Prepetition Bridge Credit Agreement) with respect to any of the foregoing.

all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising (the “Prepetition Bridge Collateral” and, together with the Prepetition Credit Agreement Collateral, the “Prepetition Collateral”).

3. *Validity, Perfection, and Priority of the Prepetition Liens and the Prepetition Secured Debt.*

(a) The Debtors acknowledge and agree that as of the Petition Date: (i) the Prepetition Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected on all of the Prepetition Collateral and were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition Credit Agreement Priority Liens were senior in priority over any and all other liens on the Prepetition Credit Agreement Collateral, subject only to (x) the Prepetition Bridge Facility Priority Liens on the Prepetition Bridge Collateral and (y) certain liens senior by operation of law (solely to the extent any such liens were permitted by the Prepetition Credit Agreement Loan Documents and were valid, properly perfected, non-avoidable, and senior in priority to the Prepetition Credit Agreement Priority Liens as of the Petition Date and that are not subject to reduction, disallowance, disgorgement, counterclaim, surcharge, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, the “Permitted Prepetition Credit Agreement Prior Liens”); (iii) the Prepetition Bridge Facility Priority Liens were senior in priority over any and all other liens on the Prepetition Bridge Collateral, subject only to certain liens senior by operation of law (solely to the extent any such liens were permitted by the Prepetition Bridge Facility Loan Documents and were valid, properly perfected, non-avoidable, and senior in priority

“Finished Goods Inventory Collateral” means all of the Inventory (as defined in the Prepetition Bridge Credit Agreement) of the Grantor located in the United States constituting finished goods to be sold by the Grantor in the ordinary course of business, excluding, for the avoidance of doubt, (a) any Inventory of the Grantor constituting (i) raw materials, (ii) work-in-process, or (iii) materials used or consumed in the ordinary course of business of the Grantor and (b) any intellectual property of the Grantor.

to the Prepetition Bridge Facility Priority Liens as of the Petition Date and that are not subject to reduction, disallowance, disgorgement, counterclaim, surcharge, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, the “Permitted Prepetition Bridge Facility Prior Liens,” and together with the Permitted Prepetition Credit Agreement Prior Liens, the “Permitted Prior Liens”); (iv) the Prepetition Secured Debt constitutes legal, valid, binding, and non-avoidable obligations of the applicable Debtors enforceable in accordance with the terms of the applicable Prepetition Secured Debt Documents and there exists no basis upon which the Debtors or their subsidiaries can properly challenge or avoid the validity, enforceability, priority, or perfection of the Prepetition Secured Debt or the Prepetition Liens; (v) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Liens or the Prepetition Secured Debt exist, and no portion of the Prepetition Liens or the Prepetition Secured Debt is subject to any challenge or defense, including, without limitation, attachment, avoidance, disallowance, cross-claims, disgorgement, impairment, reduction, recharacterization, recovery, right of recoupment, set-off or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law (foreign or domestic); (vi) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including, without limitation, “lender liability” causes of action or avoidance claims under Chapter 5 of the Bankruptcy Code (whether arising under applicable state law or federal law (including, without limitation, any recharacterization, subordination, avoidance, disgorgement, recovery or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code)) or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to

the Prepetition Secured Debt Documents, the Prepetition Secured Debt, or the Prepetition Liens; and (vii) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Secured Debt, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition Secured Debt (whether arising from subrogation, reimbursement, or otherwise). All Cash Collateral and all proceeds of the Prepetition Collateral, including proceeds realized from a sale or disposition thereof, or from payment thereon, shall be used and/or applied in accordance with the terms and conditions of this Final Order and the applicable Prepetition Secured Debt Documents, and for no other purpose.

(b) The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Prepetition Collateral (including any Cash Collateral) and acquire equipment, inventory, and other personal property, all of which (subject to any exceptions, exclusions, or limitations provided for in the applicable Prepetition Secured Debt Documents) constitute Prepetition Collateral under the Prepetition Secured Debt Documents (as applicable) that is subject to the applicable Prepetition Secured Parties' valid and perfected Prepetition Liens.

(c) The Debtors desire to use a portion of such cash, rents, income, offspring, products, proceeds, and profits in their business operations that constitute Cash Collateral of the Prepetition Secured Parties under section 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds, and profits, in existence as of the Petition Date, including balances of funds in certain of the Debtors' prepetition and postpetition operating bank accounts, also constitute Cash Collateral that is subject to the applicable Prepetition Secured Parties' valid and perfected Prepetition Liens.

4. No Claims or Causes of Action.

The Debtors stipulate that no claims or causes of action exist against, or with respect to, any of the Prepetition Secured Parties and each of their respective Representatives (as defined

herein) under any agreements by and among the Debtors and any such party that is in existence as of the Petition Date.

5. *No Control.*

The Debtors and the Committee stipulate that none of the Prepetition Secured Parties control (or have in the past controlled) the Debtors or their properties or operations, have authority to determine the manner in which any Debtor's operations are conducted, or are control persons or insiders of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Final Order, the Prepetition Secured Debt, or the Prepetition Secured Debt Documents.

H. Releases. Effective as of the date hereof, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of its and their respective past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, and the Committee and its members (in their capacity as such) hereby, absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the Prepetition Secured Parties and their respective Representatives, solely in their capacity as Prepetition Secured Parties and not as equity sponsors or other parties in interest (collectively, the "Released Parties"), from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, defenses, offsets, demands, debts, accounts, contracts, liabilities, responsibilities, disputes, remedies, indebtedness, obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorney's fees, costs, expenses, judgments of every type, and causes of action arising prior to the Petition Date (collectively, the "Released Claims") of any kind, nature, or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, fixed, contingent, pending or threatened, arising in law or equity, upon contract or tort or under any state

or federal or common law or statute or regulation or otherwise, arising out of or related to (as applicable) the Prepetition Secured Debt Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors, or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause, or thing whatsoever arising at any time on or prior to the date of this Final Order, including, without limitation, (i) any so-called “lender liability” or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, enforceability, perfection, or avoidability of the Prepetition Liens. The Debtors further waive and release any defense, right of counterclaim, right of set-off, or deduction to the payment of the Prepetition Secured Debt that the Debtors now have or may claim to have against the Released Parties, arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the Court entering the Final Order. For the avoidance of doubt, nothing in this paragraph shall in any way limit or release the obligations of the Prepetition Secured Parties under this Final Order, if any.

I. Default. The Debtors are in default under the Prepetition Secured Debt Documents.

J. Findings Regarding the Use of Cash Collateral.

(a) This Court concludes that good cause has been shown for entry of this Final Order and entry of this Final Order is in the best interests of the Debtors’ respective estates and creditors as its implementation will, among other things, allow for the continued operation of the

Debtors' existing business. Without receiving the relief sought by this Final Order, the Debtors' estates will be immediately and irreparably harmed.

(b) The Debtors have a critical need to use Cash Collateral in accordance with the Approved Budget (as defined herein), in order to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with contract counterparties, vendors, suppliers, and customers, to make payroll, to make capital expenditures, to satisfy other working capital and operational needs, and fund expenses of these chapter 11 cases. The Debtors' access to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral is necessary and vital to the preservation and maintenance of the Debtors' estates and the going concern value of the Debtors. The Debtors do not have sufficient sources of working capital and financing to operate their business in the ordinary course of business or to maintain their properties without the use of Cash Collateral. Absent the ability to use Cash Collateral and the other Prepetition Collateral, the continued operation of the Debtors' businesses would not be possible, and immediate and irreparable harm to the Debtors and their estates would be inevitable.

(c) The Prepetition Agents, on behalf of the Prepetition Secured Parties, have consented to the Debtors' use of the Cash Collateral exclusively on and subject to the terms and conditions set forth herein and for the limited duration of such use provided for herein.

(d) Based on the Motion, the First Day Declaration, and the record presented to the Court at the Hearing, the terms of the Adequate Protection Obligations and the terms on which the Debtors may continue to use the Cash Collateral pursuant to this Final Order (x) are fair and reasonable, (y) reflect the Debtors' prudent exercise of business judgment consistent with their

fiduciary duties, and (z) constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral, including Cash Collateral.

(e) The Prepetition Secured Parties and the Debtors have acted in good faith regarding the Debtors' continued use of the Cash Collateral to fund the administration of the Debtors' estates and the continued operation of the Debtors' businesses, (including the incurrence, granting and payment of, and performance under the Adequate Protection Obligations and the granting of the Adequate Protection Liens), in accordance with the terms hereof. The Prepetition Secured Parties (and their respective successors and assigns) shall be entitled to the full protection of section 363(m) and 364(e) of the Bankruptcy Code, to the extent such sections apply, in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(f) The Prepetition Secured Parties are entitled to adequate protection to the extent set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided to the Prepetition Secured Parties in this Final Order for any diminution in the value of the Prepetition Secured Parties' interest in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, is consistent with and authorized by the Bankruptcy Code and is offered by the Debtors to protect such parties' interests in the Prepetition Collateral in accordance with sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to (i) protect the Prepetition Secured Parties from the postpetition diminution of their respective interests in the value of the Prepetition Collateral and (ii) obtain the foregoing consents and

agreements, and (x) are fair and reasonable, (y) reflect the Debtors' prudent exercise of business judgment, and (z) constitute reasonably equivalent value and fair consideration.

(g) Nothing in this Final Order shall (i) be construed as a consent by any of the Prepetition Secured Parties for the use of Cash Collateral other than on the terms set forth in this Final Order, (ii) be construed as a consent by any party to the terms of any financing or any lien encumbering the Prepetition Collateral (whether senior or junior), except to the extent expressly contemplated hereby, or (iii) prejudice, limit, or otherwise impair the rights of any of the Prepetition Secured Parties to seek new, different, or additional adequate protection or assert the interests of any of the Prepetition Secured Parties and the rights of any other party in interest to object to such relief are hereby preserved.

(h) The Debtors stipulate, and the Court finds, that (i) each of the Prepetition Secured Parties and the Prepetition Agents shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and (ii) the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties and the Prepetition Agents with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Collateral.

(i) The Debtors have prepared and delivered to the Prepetition Administrative Agents (for delivery to the Prepetition Secured Parties) an Approved Budget (as defined herein). The Approved Budget reflects, among other things, the Debtors' anticipated sources and uses of cash for each calendar week and the estimated accrual of fees and expenses for Professional Persons (as defined below), for each calendar week, in form and substance satisfactory to each of the Prepetition Administrative Agents. The Approved Budget may not be modified, amended, and updated except in accordance with the terms of this Final Order and solely to the extent in form

and substance satisfactory to each of the Prepetition Administrative Agents. In providing their consent to the use of the Debtors' Cash Collateral, the Prepetition Secured Parties are relying, in part, upon the Debtors' agreement to comply with the Approved Budget (including the Budget Covenants) and the Adequate Protection Milestone (as defined herein) and this Final Order.

(j) Nothing in this Final Order shall prejudice, limit, or otherwise impair the rights of the Prepetition Agents (for the benefit of the Prepetition Secured Parties) or the ad hoc group of Prepetition Credit Agreement Lenders and Prepetition Bridge Lenders represented by Dechert LLP (the "Ad Hoc Group") to seek new, different, or additional adequate protection under any circumstances or to seek any other relief.

K. Good Faith. The terms of the Debtors' use of Cash Collateral pursuant to this Final Order have been the subject of extensive negotiations conducted in good faith and at arm's length between the Debtors and the Prepetition Secured Parties and, pursuant to sections 105, 361, and 363 of the Bankruptcy Code, the Prepetition Secured Parties are hereby found to have acted in good faith in connection with the negotiation and entry of this Final Order, and each is entitled to the full protections arising under sections 363(m) of the Bankruptcy Code.

L. Permitted Prior Liens; Continuation of Prepetition Liens. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party in interest, including, but not limited to, the Debtors, the Prepetition Agents, the Ad Hoc Group, the other Prepetition Secured Parties, and the Committee in each case to the extent any such party has standing to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Prior Lien and/or security interests. The right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code

is not a Permitted Prior Lien and is expressly subject to the Prepetition Liens. The Prepetition Liens of each of the Prepetition Secured Parties are continuing liens and the respective Prepetition Collateral of each such Prepetition Secured Party is and will continue to be encumbered by such liens in light of the integrated nature of the respective Prepetition Secured Debt Documents applicable to each such Prepetition Secured Party.

M. Term Sheet. Prior to entry into the APA, the Debtors, the Ad Hoc Group and the Committee agreed on a term sheet [Docket No. 243-1] (the “Term Sheet”).

N. Asset Purchase Agreement. Simultaneously with entry of this Final Order, the Court entered an *Order (A) Authorizing and Approving the Sale of Acquired Assets Free and Clear of all Liens, Claims, Encumbrances and Other Interests, (B) Authorizing and Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* (the “Sale Order”), which order approves an Asset Purchase Agreement (the “APA”) among Tupperware Brands Corporation and its subsidiaries named therein as sellers (the “Sellers”) and Wells Fargo, National Association, as the Administrative Agent and Party Products Holdings LLC, as buyer (the “Buyer”) and the agreements for acquisition via credit bid of the collateral constituting 100% of the equity interests in Premiere Brands International Holdings BV, from Dart Industries Inc. and Tupperware Home Parties, LLC (the “MX SPA Agreements”).

O. Immediate Entry. The Debtors have requested immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(b)(2) and Local Rule 4001-2(b). Absent granting the relief set forth in this Final Order, the Debtors’ estates will be immediately and irreparably harmed. Permitting the use of Cash Collateral, in accordance with this Final Order is therefore necessary, essential, and appropriate for the management and preservation of the Debtors’ estates and in the

best interests of the Debtors' estates and is consistent with the Debtors' exercise of their fiduciary duties. Sufficient cause therefore exists for immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(b)(2) and Local Rule 4001-2(b).

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. **Motion Approved.** The Motion is granted, the incurrence and granting of the Adequate Protection Obligations is authorized and approved, and the use of Cash Collateral is authorized, in each case subject to the terms and conditions set forth in this Final Order. All objections to this Final Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits.

2. **Use of Cash Collateral.** The Debtors are hereby authorized, subject to the terms and conditions of this Final Order (including the Carve-Out (as defined herein) and compliance with the Approved Budget (including the Budget Covenants) and the Adequate Protection Milestone) during the period from the date of this Order through the effective date a Liquidating Plan, to use the Cash Collateral for (a) working capital, general corporate purposes, and administrative costs and expenses of the Debtors incurred in the chapter 11 cases, including first-day related relief subject to the terms hereof (including the Approved Budget and the Budget Covenants), (b) satisfaction of Adequate Protection Obligations owed to the Prepetition Secured Parties, as provided by this Final Order, and (c) to fund the Carve out Reserves in accordance with this Final Order. All of the liens of the Prepetition Secured Parties on such Cash Collateral shall be deemed to extend to such cash irrespective of the accounts in which it is held. Notwithstanding

anything to the contrary herein, prior to Closing the Debtors shall not make any disbursements other than disbursements for payroll, commissions, and taxes without the prior approval of the Ad Hoc Group's financial advisor, which approval can be made via email confirmation.

3. **Adequate Protection of Prepetition Credit Agreement Secured Parties.**

The Prepetition Credit Agreement Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in all Prepetition Credit Agreement Collateral, including Cash Collateral (as applicable), to the extent of the aggregate diminution in the value of the Prepetition Credit Agreement Secured Parties' interests in the Prepetition Credit Agreement Collateral (including Cash Collateral (as applicable)) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from (a) the sale, lease, or use by the Debtors of the Prepetition Credit Agreement Collateral, including Cash Collateral (as applicable), (b) the payment of any amounts under the Carve-Out or pursuant to this Final Order, or any other order of the Court or provision of the Bankruptcy Code or otherwise, and (c) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (collectively, the "Prepetition Credit Agreement Adequate Protection Claims"). In consideration of the foregoing, the Prepetition Credit Agreement Agent, for the benefit of the Prepetition Credit Agreement Secured Parties, is hereby granted the following (collectively, the "Prepetition Credit Agreement Adequate Protection Obligations"):

(a) Prepetition Credit Agreement Adequate Protection Liens. The Prepetition Credit Agreement Agent, for itself and for the benefit of the applicable Prepetition Credit Agreement Secured Parties, is hereby granted (effective and perfected upon the date of this Final Order and without the necessity of the execution of any mortgages, security agreements, pledge

agreements, financing statements, or other agreements), in the aggregate amount of the Prepetition Credit Agreement Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the following (all property identified in clauses (i), (ii), and (iii) below being collectively referred to as the “Prepetition Credit Agreement Adequate Protection Collateral”), in each case, subject only to the Carve-Out (all such liens and security interests, collectively, the “Prepetition Credit Agreement Adequate Protection Liens”):

- (i) *First-Priority Liens on Unencumbered Property:* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first-priority senior security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Prepetition Credit Agreement Loan Parties (excluding the Swiss Borrower), whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to (A) a valid, perfected, and non-avoidable lien or (B) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and the proceeds, products, rents, and profits thereof (collectively, the “Unencumbered Property”). Unencumbered Property includes, without limitation, any and all unencumbered cash of the Prepetition Credit Agreement Loan Parties (whether maintained with the Prepetition Credit Agreement Agent or otherwise) and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, claims and causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, real property leaseholds, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock or other equity interests of subsidiaries, joint ventures and other entities, wherever located, intercompany loans and notes, servicing rights, swap and hedge proceeds and termination payments, and the proceeds, products, rents and profits, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing (including, claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or applicable state-law equivalents

(collectively, “Avoidance Actions”), including any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement, or otherwise (collectively, “Avoidance Proceeds” and together with Avoidance Actions, the “Avoidance Assets”). For the avoidance of doubt, such liens shall be *pari passu* with the liens granted pursuant to paragraph 4(a)(i) hereof.

- (ii) *Liens Junior to Certain Other Liens.* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected security interest in and lien upon all tangible and intangible pre- and postpetition property of each Debtor (excluding the Swiss Borrower) that is not Prepetition Credit Agreement Collateral but is subject to either (A) valid, perfected, and non-avoidable liens in existence immediately prior to the Petition Date (other than the Prepetition Credit Agreement Priority Liens but including the Prepetition Bridge Facility Priority Liens) or (B) valid and non-avoidable 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 (any such liens described in the foregoing clauses (A) and (B), the “Other Senior Liens”), and the proceeds, products, rents, and profits thereof, whether arising under section 552(b) of the Bankruptcy Code or otherwise, which security interest and lien shall be junior and subordinate to any such valid, perfected, and non-avoidable Other Senior Liens on such property in existence immediately prior to the Petition Date. For the avoidance of doubt, such liens shall be *pari passu* with the liens granted pursuant to paragraph 4(a)(ii) hereof to the extent relating to the same property.
- (iii) *Liens Senior to Prepetition Credit Agreement Priority Liens.* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-voidable priming replacement lien on, and security interest in, all prepetition and postpetition property of the Debtors that is of the same nature, scope, and type as the Prepetition Credit Agreement Collateral, and all products, proceeds, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise; *provided* that the Prepetition Credit Agreement Adequate Protection Liens set forth in this sub-clause (iii) shall be senior to the Prepetition Credit Agreement Priority Liens; *provided, further*, that the Prepetition Credit Agreement Adequate Protection Liens set forth in this sub-clause (iii) shall be junior to the Prepetition Bridge Facility Priority Liens, the Prepetition Bridge Loan Adequate Protection Liens on property that is the same nature, scope, and type as the Prepetition Bridge Collateral and all products, proceeds, rents, and profits thereof, set forth in paragraph 4(a)(iii), and the Permitted Prior Liens.

(b) Prepetition Credit Agreement 507(b) Claims. The Prepetition Credit Agreement Agent, for itself and for the benefit of the other Prepetition Credit Agreement Secured Parties, is hereby granted, subject to the Carve-Out, allowed superpriority administrative expense claims as provided for in section 507(b) of the Bankruptcy Code in the amount of the Prepetition Credit Agreement Adequate Protection Claims with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “Prepetition Credit Agreement 507(b) Claims”), subject to the following sentence and which administrative claims shall have recourse to and be payable from (i) all prepetition and postpetition property of the Debtors and (ii) all proceeds thereof, including, in each case, any Avoidance Assets . The Prepetition Credit Agreement 507(b) Claims shall be subject and subordinate only to the Carve-Out and shall be equal in priority with the Prepetition Bridge Facility 507(b) Claims (as defined herein).

(c) Prepetition Credit Agreement Secured Parties Financial Reporting. The applicable Debtors shall provide any reporting described in this Final Order and shall provide the Prepetition Credit Agreement Secured Parties and the U.S. Trustee with copies of all Approved Budgets. Upon request by either of the Prepetition Administrative Agents or the Ad Hoc Group, the Debtors’ advisors shall make themselves reasonably available to discuss significant items and developments in the Chapter 11 Cases, including with respect to any material contracts, any material litigation, and any material operational or regulatory matters.

(d) Closing Milestone. No later than seven (7) calendar days after entry of the Sale Order, the closing of the APA and MX SPA Agreements (the “Closing”) shall have occurred (the “Adequate Protection Milestone”). The Adequate Protection Milestone may be extended with

the consent of the Ad Hoc Group, which consent may be granted or withheld in its sole and absolute discretion.

4. **Adequate Protection of Prepetition Bridge Facility Secured Parties.** The Prepetition Bridge Facility Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Bridge Collateral, including Cash Collateral (as applicable), to the extent of the aggregate diminution in the value of the Prepetition Bridge Facility Secured Parties' interests in the Prepetition Bridge Collateral (including Cash Collateral (as applicable)) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from (a) the sale, lease, or use by the Debtors of the Prepetition Bridge Collateral, including Cash Collateral (as applicable), (b) the payment of any amounts under the Carve-Out or pursuant to this Final Order, or any other order of the Court or provision of the Bankruptcy Code or otherwise, and (c) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (the "Prepetition Bridge Loan Adequate Protection Claims" and, together with the Prepetition Credit Agreement Adequate Protection Claims, the "Adequate Protection Claims"). In consideration of the foregoing, the Prepetition Bridge Agents, for the benefit of the Prepetition Bridge Facility Secured Parties, are hereby granted the following (collectively, the "Bridge Loan Adequate Protection Obligations," and together with the Prepetition Credit Agreement Adequate Protection Obligations, the "Adequate Protection Obligations"):

(a) **Prepetition Bridge Loan Adequate Protection Liens.** The Prepetition Bridge Collateral Agent, for itself and for the benefit of the other Prepetition Bridge Facility Secured Parties, is hereby granted (effective and perfected upon the date of this Final Order and without

the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements, or other agreements), in the aggregate amount of the Prepetition Bridge Loan Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the following (all property identified in clauses (i), (ii), and (iii) below being collectively referred to as the “Prepetition Bridge Loan Adequate Protection Collateral,” and together with the Prepetition Credit Agreement Adequate Protection Collateral, the “Adequate Protection Collateral”), in each case, subject only to the Carve-Out (all such liens and security interests, the “Prepetition Bridge Loan Adequate Protection Liens,” and together with the Prepetition Credit Agreement Adequate Protection Liens, the “Adequate Protection Liens”):

- (i) *First-Priority Liens on Unencumbered Property*: Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first-priority senior security interest in and lien upon all the Unencumbered Property. For the avoidance of doubt, such liens shall be *pari passu* with the liens granted pursuant to paragraph 3(a)(i) hereof.
- (ii) *Liens Junior to Certain Other Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected security interest in and lien upon all tangible and intangible pre- and postpetition property of each Debtor (excluding the Swiss Borrower) that is not Prepetition Bridge Collateral but is subject to either (A) valid, perfected, and non-avoidable liens in existence immediately prior to the Petition Date (other than the Prepetition Bridge Facility Priority Liens but including the Prepetition Credit Agreement Priority Liens) or (B) valid and non-avoidable 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, and the proceeds, products, rents, and profits thereof, whether arising under section 552(b) of the Bankruptcy Code or otherwise, which security interest and lien shall be junior and subordinate to any such valid, perfected, and non-avoidable liens described in the foregoing clauses (A) and (B) on such property in existence immediately prior to the Petition Date. For the avoidance of doubt, such liens shall be *pari passu* with the liens granted pursuant to paragraph 3(a)(ii) hereof to the extent relating to the same property.
- (iii) *Liens Senior to Prepetition Bridge Facility Priority Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding,

continuing, enforceable, fully-perfected, non-voidable priming replacement lien on, and security interest in, all prepetition and postpetition property of the Debtors that is of the same nature, scope, and type as the Prepetition Bridge Collateral, and all products, proceeds, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise; *provided* that the Prepetition Bridge Loan Adequate Protection Liens set forth in this sub-clause (iii) shall be senior to the Prepetition Bridge Facility Priority Liens, the Prepetition Credit Agreement Priority Liens, and the Prepetition Credit Agreement Adequate Protection Liens set forth in paragraph 3(a)(iii) hereof but junior to the Permitted Prior Liens.

(b) Prepetition Bridge Facility 507(b) Claims. The Prepetition Bridge Administrative Agent, for itself and for the benefit of the other Prepetition Bridge Facility Secured Parties, is hereby granted, subject to the Carve-Out, allowed superpriority administrative expense claims as provided for in section 507(b) of the Bankruptcy Code in the amount of the Prepetition Bridge Loan Adequate Protection Claims with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “Prepetition Bridge Facility 507(b) Claims” and, together with the Prepetition Credit Agreement 507(b) Claims, the “507(b) Claims”), subject to the following sentence and which administrative claims shall have recourse to and be payable from (i) all prepetition and postpetition property of the Debtors and (ii) all proceeds thereof, including, in each case, any Avoidance Assets. The Prepetition Bridge Facility 507(b) Claims shall be subject and subordinate to the Carve-Out and shall be equal in priority with the Prepetition Credit Agreement 507(b) Claims.

(c) Prepetition Bridge Facility Secured Parties Financial Reporting. The applicable Debtors shall provide (i) any reporting described in this Final Order and (ii) copies of all Approved Budgets to the Prepetition Bridge Facility Secured Parties and the U.S. Trustee. Upon request by either of Prepetition Administrative Agents or the Ad Hoc Group, the Debtors’ advisors shall make themselves reasonably available to discuss significant items and developments

in the Chapter 11 Cases, including with respect to any material contracts, any material litigation, and any material operational or regulatory matters.

(d) Milestones. The Debtors shall comply with the Adequate Protection Milestone, which Adequate Protection Milestone may be extended with the consent of the Ad Hoc Group, which consent may be granted or withheld in its sole and absolute discretion.

5. **Status of Adequate Protection Liens**. Subject to the Carve-Out, unless otherwise provided for in this Final Order, the Adequate Protection Liens shall not be: (a) subject or subordinate to or made *pari passu* with (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 or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal, or other governmental unit (including any regulatory body), commission, board, or court for any liability of the Debtors or (iii) any intercompany or affiliate liens of the Debtors or security interests of the Debtors; or (b) subject or subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof.

6. **Adequate Protection Obligations Binding**. Upon entry of this Final Order, the Adequate Protection Obligations shall constitute valid, binding, and non-avoidable obligations of the Debtors, enforceable against each Debtor and its estate in accordance with the terms of this Final Order, and any successors thereto, including any trustee appointed in the chapter 11 cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the chapter 11 cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”).

7. **Carve-Out.**

(a) As used in this Final Order, the “Carve-Out” means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in clause (iii) of this paragraph); (ii) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iii) of this paragraph); (iii) to the extent allowed at any time, whether by interim order, procedural order or otherwise, all unpaid fees and expenses (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (collectively, the “Debtor Professionals”) at any time before or on the first business day following delivery by a Prepetition Administrative Agent of a Carve-Out Trigger Notice (as defined herein), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice; (iv) Allowed Professional Fees of Debtor Professionals in an aggregate amount not to exceed \$250,000 incurred after the first business day following delivery by a Prepetition Administrative Agent of the Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve-Out Trigger Notice Cap”); and (v) the Allowed Professional Fees incurred by persons or firms retained by the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals,” and together with the Debtor Professionals, the “Professional Persons”) at any time in an aggregate amount not to exceed \$1,000,000 (the “Committee Carve-Out Cap”); *provided* that the Committee Carve-Out Cap shall increase to \$1,750,000 following Closing (the “Increased Committee Carve-Out Cap”).

(b) For purposes of the foregoing, “Carve-Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by a Prepetition Administrative Agent to the Debtors, their lead restructuring counsel, the U.S. Trustee, the other Prepetition Administrative Agent, and lead counsel to the Committee, which notice may be delivered following the occurrence and during the continuation of a Termination Event (as defined herein) and upon termination of the Debtors’ right to use Cash Collateral by the Prepetition Secured Parties stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(c) Carve-Out Reserves. On the day on which a Carve-Out Trigger Notice is given by a Prepetition Administrative Agent to the Debtors with a copy to counsel to the Committee (the “Termination Declaration Date”), the Carve-Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of (i) Allowed Professional Fees of Debtor Professionals and (ii) Allowed Professional Fees of Committee Professionals up to either the Committee Carve-Out Cap or the Increased Committee Carve-Out Cap, as applicable. The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees (the “Pre-Carve-Out Trigger Notice Reserve”) prior to any and all other claims. On the Termination Declaration Date, after funding the Pre-Carve-Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Post-Carve-Out Trigger Notice Cap (the “Post-Carve-Out Trigger Notice Reserve,” and together with the Pre-Carve-Out Trigger Notice Reserve, the “Carve-Out Reserves”) prior to any and all other claims. All funds in the Pre-Carve-Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (a)(i) through (a)(iii) and (a)(v) of the definition of

Carve-Out set forth above (the “Pre-Carve-Out Amounts”), but not, for the avoidance of doubt, the Post-Carve-Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve-Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition Administrative Agents for the benefit of the Prepetition Secured Parties, as applicable, unless the Prepetition Secured Debt has been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors’ creditors in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve-Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (iv) and the appropriate amount set forth in clause (a)(v) (less the amount set forth in clause (v) which has been funded into the Pre Carve-Out Trigger Notice Reserve), of the definition of Carve-Out set forth above (the “Post-Carve-Out Amounts”), and then, to the extent the Post-Carve-Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition Administrative Agents for the benefit of Prepetition Secured Parties, as applicable, unless the Prepetition Secured Debt has been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors’ creditors in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition Secured Debt Documents or this Final Order, if either of the Carve-Out Reserves is not funded in full in the amounts set forth in this paragraph 5, then, any excess funds in one of the Carve-Out Reserves following the payment of the Pre-Carve-Out Amounts and Post-Carve-Out Amounts, respectively, shall be used to fund the other Carve-Out Reserve, up to the applicable amount set forth in this paragraph 5, prior to making any payments to the Prepetition Secured Parties or any of the Debtors’ creditors, as applicable. Notwithstanding anything to the contrary in the Prepetition Secured Debt Documents or this Final Order, following delivery of a Carve-Out Trigger Notice, the Prepetition Agents shall not sweep or foreclose on cash (including cash received as a result of any sale or other disposition of any

assets) of the Debtors until the Carve-Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve-Out Reserves, with any excess paid to the Prepetition Agents, as applicable, for application in accordance with this Final Order and the Prepetition Secured Debt Documents. Further, notwithstanding anything to the contrary in this Final Order, (i) disbursements by the Debtors from the Carve-Out Reserves shall not constitute an advance or extension of credit under any of the Prepetition Secured Debt Documents or increase, or reduce the obligations under the Prepetition Secured Debt Documents, (ii) the failure of the Carve-Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve-Out, and (iii) in no way shall the Initial Budget, any Budget or Approved Budget, the Carve-Out, the Post-Carve-Out Trigger Notice Cap, the Carve-Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Final Order or in the Prepetition Secured Debt Documents, the Carve-Out shall be senior to all liens and claims securing the Prepetition Collateral, the Adequate Protection Liens, the 507(b) Claims, and any and all other forms of adequate protection, liens, or claims securing the Prepetition Secured Debt.

(d) Payment of Allowed Professional Fees to Reduce the Post-Trigger Carve-Out Notice Cap. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve-Out.

(e) No Direct Obligation to Pay Allowed Professional Fees. None of the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the chapter 11 cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or

otherwise shall be construed to obligate the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) Payment of Carve-Out on or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.

8. **Budget Maintenance and Compliance.**

(a) Until the Closing, the use of Cash Collateral and the Prepetition Collateral pursuant to this Final Order shall be limited in accordance with the budget attached hereto as **Exhibit 1** (the “Initial Budget”), as updated in accordance with the provisions of this Final Order (each such updated budget, an “Updated Budget,” and with the Initial Budget, the “Budgets,”) and subject to approval, in accordance with the terms of this Final Order, by each of the Prepetition Administrative Agents in writing in its sole discretion (which such discretion or any other right to exercise discretion or consent to actions described herein, will be exercised, in the case of each of the Prepetition Administrative Agents, in accordance with the instructions of the “Required Lenders” (as such term is defined in such Prepetition Administrative Agent’s respective Prepetition Secured Debt Documents) and the Ad Hoc Group (upon such approval in accordance with the terms of this Final Order, an “Approved Budget”). The Initial Budget has been approved by each of the Prepetition Administrative Agents and the Ad Hoc Group.

(b) Updated Budgets. If the Closing has not occurred, the Debtors shall furnish to the Prepetition Administrative Agents and the Ad Hoc Group on November 27, 2024, and on the Wednesday falling every two weeks thereafter (an “Updated Budget Delivery Date”), an

Updated Budget (which shall, for the avoidance of doubt, be in the same form, and contain all of the same line items, as the Initial Budget). Upon, and subject to, the approval of any such Updated Budget by each of the Prepetition Administrative Agents and the Ad Hoc Group (email from counsel being sufficient), such Updated Budget shall constitute the Approved Budget. Each Budget delivered pursuant to this paragraph shall be accompanied by such supporting documentation as reasonably requested by the Prepetition Administrative Agents and the Ad Hoc Group. Each Budget shall be prepared in good faith based upon assumptions that the Debtors believe to be reasonable. So long as the Debtors' right to use Cash Collateral pursuant to this Final Order has not terminated, the Debtors shall provide copies of the Approved Budget (following its approval) and any additional reporting described in this Final Order at the same time to (i) counsel for the Prepetition Agents, (ii) counsel for the Ad Hoc Group, and (iii) counsel for the Committee.

(c) Variance Reporting. If the Closing has not occurred, on Wednesday, December 4, 2024 (the "Initial Reporting Date"), and on Wednesday every week thereafter (the "Reporting Date," and each one-week period, a "Reporting Period"), the Debtors shall deliver to the Prepetition Administrative Agents, the Ad Hoc Group and KIA II LLC, a variance report (each, a "Variance Report") setting forth in reasonable detail actual cash receipts, disbursements, and net operating cash flow, for the prior week ending the immediately preceding Friday (the "Testing Period") and all variances, on an individual line item basis and a cumulative aggregate basis (starting with Petition Date), as compared to the same line items in the Approved Budget for such time period, together with a statement certifying compliance with the Budget Covenants set forth below. The Variance Report shall include an explanation, in reasonable detail, of any material variance.

(d) Budget Covenants. The Debtors covenant that at no time any of the following shall occur (together the “Budget Covenants”):

- a. a cumulative negative variance of 10.0% or more from the aggregate disbursements of the Debtors (including, but not limited to, any payments, expenditures or advances) set forth in the Approved Budget during any Testing Period; and
- b. a cumulative negative variance in net operating cashflow of the Debtors (excluding the Swiss Borrower and the Debtor, Tupperware Products, Inc.) of the greater of \$500,000 or 15.0% from the net operating cashflow set forth in the Approved Budget during any Testing Period.

9. Financial Reporting. The Debtors and their advisors shall provide (i) on each Reporting Date, (x) all balances in each of the Debtors’ bank accounts and (y) the outstanding balances for accounts receivable, accounts payable, and accrued expenses on a consolidated basis and (ii) on an ongoing basis, any other reports and information required under the Prepetition Secured Debt Documents and as may otherwise be reasonably requested by the Prepetition Secured Parties or their advisors, and the Debtors hereby authorize their accountants, attorneys, financial advisors, investment bankers, and consultants to cooperate, consult with, and provide to the Prepetition Secured Parties (and their consultants, advisors, and professionals) all such information as may be reasonably requested with respect to the business, results of operations, and financial condition of the Debtors.

10. Termination. The Debtors’ authorization to use Cash Collateral hereunder shall automatically terminate (the date of any such termination, the “Termination Date”) immediately without further notice or court proceeding upon the earlier of (a) solely if the Closing has not

occurred, November 30, 2024 (which date may be extended with the consent of both of the Prepetition Administrative Agents (each acting at the direction of the “Required Lenders” under their respective Prepetition Secured Debt Documents) and the Ad Hoc Group) and (b) five (5) business days (any such five-business day period of time, the “Default Notice Period”) following the delivery of a written notice (any such notice, a “Default Notice”) or a Carve-Out Trigger Notice by a Prepetition Administrative Agent or the Ad Hoc Group to the Debtors, Debtors’ counsel, the U.S. Trustee, the other Prepetition Administrative Agent, and counsel to the Committee following the occurrence of any of the events set forth in clauses (a) through (u) below (each, a “Termination Event”), unless: (w) such occurrence is cured by the Debtors prior to the expiration of the Default Notice Period with respect to such clause; (x) the Buyer is the cause of the facts and circumstances giving rise to such occurrence; (y) such occurrence is waived by each of the Prepetition Administrative Agents and the Ad Hoc Group; or (z) the Court rules that a Termination Event has not in fact occurred, or has extended the Default Notice Period; *provided* that, during the Default Notice Period, the Debtors shall be entitled to continue to use Cash Collateral in accordance with the terms of this Final Order (including paragraph 11(b)):

(a) The Court shall have entered an order or the Debtors shall have filed a motion or application seeking an order (without the prior written consent of each of the Prepetition Administrative Agents), (i) converting one or more of the chapter 11 cases of a Debtor to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code, a trustee, or a responsible officer, in one or more of the chapter 11 cases of a Debtor, or (iii) dismissing these chapter 11 cases as to any Debtor;⁶

⁶ For the avoidance of doubt, the prior dismissal of the Swiss Borrower’s chapter 11 case is not a Termination

(b) The failure of the Debtors to comply with any obligation under this Final Order (including, without limitation, (x) usage of any portion of the Prepetition Collateral or the Adequate Protection Collateral for a purpose prohibited by paragraph 22, or (y) prior to the Closing, failure to satisfy the Budget Covenants or the Adequate Protection Milestone), unless such compliance is amended or waived with the written consent (email from respective counsel being sufficient) of each of the Prepetition Administrative Agents and the Ad Hoc Group;

(c) prior to the Closing, the failure of the Debtors to comply with any of the Budget Covenants or the Adequate Protection Milestone, unless amended or waived with the written consent (email from respective counsel being sufficient) of each of the Prepetition Administrative Agents and the Ad Hoc Group;

(d) An order shall be entered avoiding, disgorging, or requiring repayment of any payment or reimbursement made by the Debtors to any of the Prepetition Secured Parties, in each case, unless such payment or reimbursement are either voluntarily reduced by such Prepetition Secured Party and the Prepetition Agents, or disallowed by the Court;

(e) An order shall be entered invalidating, disallowing, subordinating, recharacterizing, or limiting, as applicable, any of the Prepetition Secured Debt, the liens securing the Prepetition Secured Debt, or the Adequate Protection Liens granted in this Final Order, or the Committee seeks or is granted standing permission to bring any proceedings against the Prepetition Agents, Prepetition Lenders or members of the Ad Hoc Group;

(f) The Court grants relief from any stay of proceeding (including, without limitation, the automatic stay of section 362 of the Bankruptcy Code) so as to allow a third-party to proceed with foreclosure (or granting of a deed in lieu of foreclosure) or other remedy against

Event.

any Prepetition Collateral or Adequate Protection Collateral with a value in excess of \$200,000 or to permit other actions that would have a material adverse effect on the Debtors without the written consent of the Prepetition Agents and the Ad Hoc Group;

(g) The Debtors lose the exclusive right to file and solicit acceptance of a chapter 11 plan;

(h) prior to the Closing, an Approved Budget is no longer in effect;

(i) Any of the Debtors (i) files any motion seeking to avoid, disallow, subordinate, or recharacterize any Prepetition Secured Debt, or any lien or interest held by any Prepetition Secured Parties arising under or relating to the Prepetition Secured Debt Documents or (ii) supports any application, adversary proceeding, or cause of action filed by a third party against a Prepetition Secured Party, or consents to the standing of any such third party to bring such application, adversary proceeding, or cause of action against a Prepetition Secured Party, including, without limitation, any application, adversary proceeding, or cause of action referred to in the immediately preceding sub-clause (i);

(j) Other than these chapter 11 cases, if any Debtor (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, receivership, reorganization, or other relief under any federal, state, or foreign bankruptcy, insolvency, administrative receivership, or similar law now or hereafter in effect, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the preceding sub-clause (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator, or similar official with respect to any Debtor or for a substantial part of such Debtor's assets, (iv) makes a general assignment or arrangement for the

benefit of creditors, or (v) takes any corporate action for the purpose of authorizing any of the foregoing, in each case without the consent of the Ad Hoc Group and each of the Prepetition Administrative Agents;

(k) The Debtors shall have (i) filed a motion seeking to create, (ii) created, incurred or suffered to exist, any postpetition liens or security interests, other than those existing immediately prior to the date hereof or granted and arising pursuant to this Final Order, or (iii) created, incurred, or suffered to exist any other claim which is *pari passu* or senior to the 507(b) Claims, in each case in these chapter 11 cases;

(l) This Final Order ceases to be in full force and effect for any reason or an order shall be entered (or the Debtors seek an order) reversing, amending, supplementing, staying, vacating, or otherwise modifying this Final Order without the written consent of each of the Prepetition Administrative Agents, in each case if unremedied by the Debtors within five business days;

(m) The Debtors obtain court authorization to commence, or shall commence, join in, assist, or otherwise participate as an adverse party in any suit or other proceeding against any of the Prepetition Secured Parties relating to the validity of the Prepetition Secured Debt, including, without limitation, with respect to the Debtors' Stipulations, admissions, agreements, and releases contained in this Final Order;

(n) The entry of an order in these chapter 11 cases charging any of the Prepetition Collateral or the Adequate Protection Collateral of the Prepetition Secured Parties under sections 506(c) or 552(b) of the Bankruptcy Code against any of the Prepetition Secured Parties under which any person takes action against such collateral or that becomes a final non-

appealable order (or any order requiring any of the Prepetition Secured Parties to be subject to the equitable doctrine of “marshaling”);

(o) The Debtors file or support any plan of liquidation or reorganization in these chapter 11 cases that is not acceptable to each of the Prepetition Administrative Agents;

(p) Failure of the Debtors to make any payment under this Final Order to any of the Prepetition Secured Parties as and when due; *provided* that the Debtors have not remedied such failure to pay within five business days’ notice thereof;

(q) The expenditure by any of the Debtors of Cash Collateral other than in accordance with the Approved Budget (taking into account the Budget Covenants), or the failure to provide any of the reports and other information as reasonably required by the paragraph titled “Budget Maintenance and Compliance” of this Final Order;

(r) The entry of any post-petition judgment against any Debtor in excess of \$500,000 and such judgment is afforded any lien or claim priority status upon any assets of the Debtors or allowed to proceed against a Debtor by any court of competent jurisdiction;

(s) The payment of any prepetition claims that are junior in interest or right to the liens and mortgages on such collateral held by any of the Prepetition Secured Parties, other than to the extent permitted by an order entered in these chapter 11 cases and in accordance with the Approved Budget without the prior written consent (email from respective counsel being sufficient) by each of the Prepetition Administrative Agents;

(t) The Debtors’ cash management system is not maintained in accordance with the terms of this Final Order and the Cash Management Order; or

(u) The APA or the MX SPA Agreements are terminated prior to Closing for any reason other than due to breach by the Buyer.

11. **Remedies upon the Termination Date.**

(a) Upon the occurrence of the Termination Date, (i) the Debtors' authorization to use Cash Collateral hereunder shall automatically terminate (subject only to the Carve Out) immediately without further notice or court proceeding, (ii) the Carve-Out Trigger Notice or Default Notice shall be delivered and the Carve Out Reserves shall be funded as set forth in this Final Order, (iii) subject to the Carve-Out, the Adequate Protection Obligations, if any, shall become immediately due and payable, and (iv) the Prepetition Agents and the Prepetition Secured Parties may exercise the rights and remedies available under the Prepetition Secured Debt Documents, this Final Order, or applicable law (subject only to the Carve-Out), including, without limitation, foreclosing upon and selling all or a portion of the Prepetition Collateral or the Adequate Protection Collateral in order to collect the Adequate Protection Obligations or the Prepetition Secured Debt. The automatic stay under section 362 of the Bankruptcy Code is hereby deemed modified and vacated in favor of the Revolving/Term Loan Lenders to the extent necessary to permit (A) upon the occurrence and during the continuance of a Termination Event, the Prepetition Secured Parties, in their sole and absolute discretion, to (x) deliver a Default Notice and (y) subject to the Debtors' permitted uses of Cash Collateral during the Default Notice Period as set forth in paragraph 11(b), terminate any use of Cash Collateral, and (ii) such other actions as described in the foregoing, *provided* that during the Default Notice Period, unless the Court orders otherwise, the automatic stay under section 362 of the Bankruptcy Code (to the extent applicable) shall remain in effect. The rights of the Debtors to seek relief from any actions that the Prepetition Agents and Prepetition Secured Parties are permitted to take pursuant to this Paragraph 11(a) are fully reserved, and the parties hereby consent to the setting of an expedited hearing. If the Debtors request an emergency hearing to consider relief from the automatic stay or any other appropriate

relief in connection with delivery of the Default Notice within the Default Notice Period but such hearing is scheduled for a later date by the Court (not requested by the Debtors), the Default Notice Period shall be automatically extended to the date of such hearing. Following the Termination Date, the Debtors shall not take any action to prevent or delay or otherwise interfere with any foreclosure on the Prepetition Collateral. Any delay or failure of the Prepetition Agents or the Prepetition Secured Parties to exercise rights under the Prepetition Secured Debt Documents or this Final Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise, unless any such waiver is pursuant to a written instrument executed in accordance with the terms of the applicable document. At the end of the Default Notice Period, the automatic stay shall be and hereby is, without the necessity for further order, terminated and vacated with respect to all collateral of the Prepetition Secured Parties.

(b) Notwithstanding paragraph 10 and the foregoing subparagraph (a) of this paragraph 11, immediately following the giving of notice by the Prepetition Agents to lead restructuring counsel to the Debtors, counsel for the Committee, and the U.S. Trustee of the occurrence of a Termination Event, during the Default Notice Period, the Debtors shall be permitted to continue to use Cash Collateral in the ordinary course of business, consistent with past practices and the then-current Approved Budget, but may not enter into any transactions or arrangements (including, without limitation, the incurrence of indebtedness or liens, investments, restricted payments, asset sales, or transactions with non-Debtor affiliates) that are not in the ordinary course of business and contemplated in the Approved Budget. After the expiration of the Default Notice Period, unless the Court has previously ordered otherwise, the Debtors shall automatically, without further notice or order of the Court, no longer have the right to use or seek to use Cash Collateral, the automatic stay pursuant to section 362 of the Bankruptcy Code shall be

automatically terminated at the end of the Default Notice Period, without further notice or order of the Court, and the Prepetition Agents and the Prepetition Secured Parties shall be permitted to exercise all rights and remedies (including the sweep of and foreclosure on all cash held in any accounts controlled by the Prepetition Secured Parties (including cash received as a result of any sale or other disposition of any assets)) set forth in this Final Order, the Prepetition Secured Debt Documents, and as otherwise available at law without further order or application or motion to the Court, and without restriction or restraint by any stay under section 362 or 105 of the Bankruptcy Code. Notwithstanding anything herein to the contrary, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby automatically terminated for the purposes of giving any notice contemplated hereunder. The delay or failure to exercise rights and remedies under this Final Order or the Prepetition Secured Debt Documents shall not constitute a waiver of the Prepetition Agents' or the Prepetition Secured Parties' rights thereunder or otherwise.

12. **Application of Proceeds of Collateral, Payments, and Collections.**

(a) As a condition to the authorization to use Cash Collateral, each Debtor has agreed that proceeds of any Prepetition Collateral or Adequate Protection Collateral, any amounts held on account of the Prepetition Collateral or Adequate Protection Collateral, and all payments and collections received by the Debtors with respect to all proceeds of the Prepetition Collateral or the Adequate Protection Collateral shall be used and applied in accordance with the Approved Budget, this Final Order, and the Prepetition Secured Debt Documents.

(b) Upon and after the occurrence of the Termination Date, all Cash Collateral and all proceeds of Adequate Protection Collateral and Prepetition Collateral, whenever received, shall, subject to the Carve-Out, be paid and applied first, to permanently and indefeasibly repay and reduce any Adequate Protection Obligations, Adequate Protection Claims, and Prepetition

Secured Debt until paid and satisfied in full in cash in accordance with the Prepetition Secured Debt Documents.

13. **Application of Retainers.** All Professional Persons shall apply any remaining retainer amounts (after application to or reserve for prepetition fees and expenses of such Professional Persons) to Allowed Professional Fees as such fees and expenses are allowed by the Court.

14. **No Marshaling.** Without limiting the Debtors' rights under this Final Order, the Prepetition Secured Parties shall be entitled to apply the payments or proceeds of the Prepetition Collateral (including Cash Collateral) and the Adequate Protection Collateral in accordance with the provisions of the Prepetition Secured Debt Documents and this Final Order, the Prepetition Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral (including Cash Collateral) or the Adequate Protection Collateral or otherwise. Notwithstanding the occurrence of the Termination Date or anything herein, all of the rights, remedies, benefits, and protections provided to the Prepetition Secured Parties under this Final Order shall survive the Termination Date.

15. **Limitation on Charging Expenses Against Collateral.** Except to the extent of the Carve-Out, no costs or expenses of administration of the chapter 11 cases or any Successor Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral (including Cash Collateral) or the Adequate Protection Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of each of the Prepetition Administrative Agents, and no such consent shall be implied from any other action, inaction, or acquiescence by such Prepetition Administrative Agents, and

nothing contained in this Final Order shall be deemed to be a consent by such Prepetition Administrative Agents to any charge, lien, assessment, or claim against the Prepetition Collateral (including Cash Collateral) or the Adequate Protection Collateral under section 506(c) of the Bankruptcy Code or otherwise.

16. **Bankruptcy Code Section 552(b).** In light of, among other things, the agreement of the Prepetition Secured Parties to allow the Debtors to use Cash Collateral on the terms set forth herein, (a) the Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and, (b) the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits of any of the Prepetition Collateral or the Adequate Protection Collateral.

17. **Perfection of Adequate Protection Liens.**

(a) Without in any way limiting the automatically valid effective perfection of the Adequate Protection Liens granted in this Final Order, the Prepetition Agents, as applicable, are hereby authorized, but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, intellectual property filings, copyright filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or take any other action in order to document, validate, and perfect the liens and security interests granted to them hereunder. Whether or not the Prepetition Secured Parties shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien, or similar instruments, or take possession of or control over any cash or securities, or otherwise confirm perfection of the liens

and security interests granted to them hereunder, such liens and security interests shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of this Final Order. Upon the request of any Prepetition Agents, each of the Prepetition Secured Parties and the Debtors, without any further consent of any party, is authorized to take, execute, deliver, and file such actions, instruments, and agreements (in the case of the Prepetition Secured Parties, without representation or warranty of any kind) to enable the Prepetition Agents to further validate, perfect, preserve, and enforce the Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A certified copy of this Final Order may, in the discretion of the Prepetition Agents, each acting on its own behalf or as directed by the applicable Prepetition Secured Parties, 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 and directed to accept such certified copy of this Final Order for filing and/or recording, as applicable; *provided, however*, that notwithstanding the date of any such filing, the date of such perfection shall be the Petition Date. The automatic stay of section 362(a) of the Bankruptcy Code shall be modified to the extent necessary to permit each of the Prepetition Secured Parties to take all actions, as applicable, referenced in this sub-paragraph (b) and the immediately preceding sub-paragraph (a).

(c) 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, 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 in connection with the granting of the Adequate Protection Liens, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Thereupon, any such provisions shall have no force and effect with respect to the granting of the Adequate Protection Liens on such leasehold interest or the proceeds of any assignment, and/or sale thereof by any Debtor in accordance with the terms of this Final Order.

18. **Cash Management.**

(a) From and after the date of the entry of this Final Order, the Debtors shall maintain their cash management system in accordance with the interim order approving the maintenance of the Debtors' cash management system (the "Cash Management Order"), Docket No. 04, or any final order acceptable to the Agents and Lenders under the Prepetition Credit Agreement lenders and the Prepetition Bridge Credit Agreement Lenders.

(b) The Debtors and the financial institutions wherever the Debtors maintain deposit accounts (whether identified in the Cash Management Order or otherwise) are authorized and directed to remit, without offset or deduction, funds in such deposit accounts upon receipt of any direction (accompanied by a copy of this Final Order) to that effect from the Prepetition Agents regardless of whether or not the Prepetition Agents have executed a control agreement (or other contractual agreement) with respect to such financial institutions; *provided* that the foregoing shall not apply to any bank accounts of the Swiss Borrower that are not subject to control agreements. The Debtors shall not be permitted to transfer any funds to any non-Debtor affiliate or subsidiary other than in accordance with this Final Order and the Cash Management Order. For the avoidance of doubt, so long as this Final Order is in effect, this Final Order and the Cash Management Order shall govern the Debtors' deposit accounts; *provided* that in the event of any inconsistency between the provisions of this Final Order and the Cash Management Order, this Final Order shall govern.

Subject to the Termination Date, the Debtors are authorized, but not directed, to, solely in accordance with the Approved Budget (including the Budget Covenants) and the Adequate Protection Milestone, maintain, operate, and make transfers from each of the Debtors' accounts, and the financial institutions are authorized and directed to process and honor any such directions received from the Debtor. For the further avoidance of doubt, the foregoing has no effect on any existing rights of, or any rights granted or affirmed under this Final Order to, the Prepetition Secured Parties with respect to any such accounts or any amounts therein.

19. **Preservation of Rights Granted Under this Final Order.**

(a) Subject to the Carve-Out, and other than as set expressly set forth in this Final Order, the Adequate Protection Liens shall not be made subject or junior to or *pari passu* with any lien or security interest granted in any of these chapter 11 cases or arising after the Petition Date (including, for the avoidance of debt, whether granted under Section 364 of the Bankruptcy Code or otherwise), and the Adequate Protection Liens shall not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code.

(b) Notwithstanding any order that may be entered dismissing any of the chapter 11 cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered: (i) the 507(b) Claims and the Adequate Protection Liens, and the other administrative claims granted 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 Adequate Protection Obligations shall have been indefeasibly paid in full in cash (and that such 507(b) Claims and Adequate Protection Liens, and the other administrative claims granted pursuant to this Final Order shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Final Order

shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in this paragraph and otherwise in this Final Order.

(c) Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any diminution in value of their interests in the Prepetition Collateral during these chapter 11 cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition Secured Parties against any diminution in value of their respective interests in the Prepetition Collateral, including Cash Collateral. The Prepetition Secured Parties shall be deemed to have requested adequate protection as of the Petition Date and shall not be required to file a motion or seek other relief from the Court as a condition of obtaining the rights granted herein under Section 507(b).

(d) 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, priority, or enforceability of any Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur, or stay; or (ii) the validity, priority, or enforceability of the Adequate Protection Liens, the 507(b) Claims or the Carve-Out. Notwithstanding any such reversal, modification, vacatur, or stay of any use of Cash Collateral, any Adequate Protection Obligations incurred by the Debtors to the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur, or stay shall be governed in all respects by the original

provisions of this Final Order, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits granted in section 363(m) of the Bankruptcy Code and this Final Order with respect to all uses of Cash Collateral and the Adequate Protection Obligations.

(e) Except as expressly provided in this Final Order, the Adequate Protection Obligations, the Adequate Protection Claims and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Final Order shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the chapter 11 cases or terminating the joint administration of these chapter 11 cases or by any other act or omission, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan of reorganization in any of the chapter 11 cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining Adequate Protection Obligations. The terms and provisions of this Final Order shall continue in these chapter 11 cases, in any Successor Cases if these chapter 11 cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Obligations, and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Final Order shall continue in full force and effect until the Adequate Protection Obligations are indefeasibly paid in full in cash.

20. **Payments Free and Clear.** Any and all payments or proceeds remitted to the Prepetition Agents on behalf of the applicable Prepetition Secured Parties, pursuant to the provisions of this Final Order, any subsequent order of the Court, or the Prepetition Secured Debt Documents, shall be irrevocable, received free and clear of any claim, charge, assessment, or other

liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or 552(b) of the Bankruptcy Code, whether asserted or assessed by, through or on behalf of the Debtors, and solely in the case of payments made or proceeds remitted after the delivery of a Carve-Out Trigger Notice, subject to the Carve Out in all respects. If it is subsequently determined, upon a duly filed notice, after notice and a hearing, that such fees and expenses were not payable under section 506 of the Bankruptcy Code, such amounts will instead be deemed recharacterized as payments of principal in reduction of the applicable obligations.

21. **Effect of Stipulations on Third Parties.** The Debtors' and the Committee's Stipulations, admissions, agreements, and releases contained in this Final Order shall be binding upon the Debtors, their estates, their affiliates, and any successors thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances and for all purposes. The Debtors' Stipulations, admissions, agreements, and releases contained in this Final Order shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, if any, and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes; *provided, however*, that nothing herein releases any of the claims or causes of action of KIA II LLC that are the subject of *KIA II LLC v. Alden Global Capital LLC and Stonehill Institutional Partners, L.P.*; Index No. 654395/2024, currently pending in New York.

22. **Limitation on Use of Cash Collateral.** Notwithstanding any other provision of this Final Order or any other order entered by the Court, neither the Prepetition Collateral

(including Cash Collateral) nor the Adequate Protection Collateral nor any portion of the Carve-Out may be used directly or indirectly, including, without limitation, through reimbursement of professional fees of any party, in connection with: (a) the actual or threatened investigation, initiation, or prosecution of any claims, causes of action, adversary proceedings, or other litigation (i) against any of the Prepetition Secured Parties, or each of the foregoing's respective predecessors-in-interest, agents, affiliates, Representatives, attorneys, or advisors, or (ii) challenging the amount, validity, perfection, priority, or enforceability of or asserting any defense, counterclaim, or offset with respect to the Prepetition Secured Parties in the Prepetition Secured Debt, and/or the liens, claims, rights, or security interests granted under this Final Order, or the Prepetition Secured Debt Documents including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; *provided* that the foregoing shall not apply to any professional fees incurred prior to conclusion of the Hearing.

23. **Monitoring of Collateral.** The Prepetition Secured Parties, and their consultants and advisors, shall be given reasonable access to the Debtors' books, records, assets, and properties for purposes of monitoring the Debtors' businesses and the value of the Adequate Protection Collateral and the Prepetition Collateral, at the Debtors' cost and expense.

24. **Final Order Governs.** In the event of any inconsistency between the provisions of this Final Order, the Bridge Order, the Prepetition Secured Debt Documents, or any other order entered by this Court, the provisions of this Final Order shall govern unless such other order expressly provides that it controls over this Final Order. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements

set forth in this Final Order, including, without limitation, the Approved Budget and the Budget Covenants.

25. **Limitation of Liability.** In permitting the use of the Prepetition Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order, none of the Prepetition Secured Parties nor the Prepetition Agents shall: (a) have any liability to any third party or be deemed to be in “control” of the operations of the Debtors; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates (and shall not be party to or be deemed to be party to a joint venture or partnership with any of the Debtors); or (c) be deemed to be acting as a “Controlling Person”, “Responsible Person” or “Owner” or “Operator” or “Managing Agent” with respect to the operation or management of any of the Debtors (as such terms or 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 other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Final Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the Prepetition Agents or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

26. **Binding Effect; Successors and Assigns.** Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these chapter 11 cases, including, without limitation, the Prepetition Secured Parties, the Committee, the Debtors, and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed

pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors, in each case, with respect to the estates of the Debtors or with respect to the property of the estate of any Debtors in any of these chapter 11 cases, any Successor Cases, or upon dismissal of any of the Chapter 11 Cases or Successor Cases) and shall inure to the benefit of the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided* that, except to the extent expressly set forth in this Final Order, the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral by any chapter 7 trustee, chapter 11 trustee, or similar responsible person appointed for the estates of the Debtors.

27. **Master Proof of Claim.** The Prepetition Administrative Agents shall not be required to file proofs of claim in the chapter 11 cases or any successor case in order to assert claims on behalf of themselves or the Prepetition Secured Parties for payment of the Prepetition Secured Debt arising under the Prepetition Secured Debt Documents, including, without limitation, any principal, unpaid interest, fees, expenses, and other amounts under the Prepetition Secured Debt Documents. The statements of claim in respect of any indebtedness set forth in this Final Order, together with any evidence accompanying the Motion and presented at the Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status. However, in order to facilitate the processing of claims, to ease the burden upon the Court and to reduce an unnecessary expense to the Debtors' estates, each of the Prepetition Agents is authorized, but not directed or required, to file in the case of the lead Debtor, a master proof of claim on behalf of its respective Prepetition Secured Parties on account of any and all of their respective claims arising under the applicable Prepetition Secured Debt Documents and hereunder (each, a "**Master Proof of Claim**") against each of the Debtors. Upon the filing of a Master Proof

of Claim by any of the Prepetition Agents, such entity shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims against each of the Debtors of any type or nature whatsoever with respect to the applicable Prepetition Secured Debt Documents, and the claim of each applicable Prepetition Secured Party (and each of its respective successors and assigns), named in a Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim in each of these chapter 11 cases. The Master Proofs of Claim shall not be required to identify whether any Prepetition Secured Party acquired its claim from another party and the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph and each Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these chapter 11 cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Agent.

28. **Maintenance of Collateral.** The Debtors shall comply with the Approved Budget (including the Budget Covenants), covenants contained in the Prepetition Secured Debt Documents, and the Adequate Protection Milestone, regarding the maintenance and insurance of the Prepetition Collateral except as otherwise provided herein.

29. **Effectiveness.** This Final Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable as of

the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9014 of the Bankruptcy Rules or any Local Rules, 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.

30. **Headings.** Section 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.

31. **Bankruptcy Rules.** The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

32. **No Third-Party Rights.** Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or direct, indirect, or incidental beneficiary.

33. **Necessary Action.** The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Final Order.

34. **Retention of Jurisdiction.** The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

35. The Debtors shall promptly serve copies of this Final Order to the parties having been given notice of the Hearing, to any party that has filed a request for notices with this Court and to the Committee or the Committee's counsel.

36. Notwithstanding anything to the contrary herein or in any Prepetition Secured Debt Document, the Prepetition Secured Parties shall not be required to lend any amount to the Debtors from and after the Petition Date.

37. **Credit Bidding**. The Prepetition Administrative Agents, for the benefit of their respective Prepetition Secured Parties, or any assignee of all or a portion of the Prepetition Secured Debt, shall have the right to credit bid all or any portion of such respective Prepetition Secured Parties' claims (including, for the avoidance of doubt, any claims or obligations arising out of its respective Prepetition Secured Debt or respective Adequate Protection Obligations) in connection with a sale of the Debtors' assets, without the need for further order of the Court, and whether such sale is effectuated under section 363(k) of the Bankruptcy Code, under a chapter 11 plan of reorganization for any or all of the Debtors, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise. The Debtors waive any argument that the Revolving/Term Loan Lenders may not credit bid for "cause" under Section 363(k) of the Bankruptcy Code. Each of the Prepetition Administrative Agents shall automatically be deemed a "qualified bidder" with respect to any disposition of Prepetition Collateral or Adequate Protection Collateral and each Prepetition Administrative Agent shall automatically be deemed a "qualified bidder" with respect to any disposition of Prepetition Collateral or Adequate Protection Collateral under or pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code. Each of the Prepetition Administrative Agents shall have the absolute right to assign, transfer, sell or otherwise dispose of its rights to credit bid. In the event of a sale of any of the Prepetition Collateral or the Adequate Protection Collateral, a credit bid by the prepetition Secured Parties of any portion of the Prepetition Secured

Debt in an amount in excess of a competing cash bid for identical assets of the Debtors, shall be deemed superior to such competing cash bid.

Dated: November 24th, 2024
Wilmington, Delaware



BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Approved Budget

Tupperware Brands
Exhibit 1: Initial Budget (United States)
As of: November 15, 2024

\$ in Millions

	Week Number																					
	1		2		3		4		5		6		7		8		9		10		11	
	Actual/Forecast: 09/21/24	Actual 09/28/24	Actual/Forecast: 09/28/24	Actual 10/05/24	Actual/Forecast: 10/12/24	Actual 10/19/24	Actual/Forecast: 10/26/24	Actual 11/02/24	Actual/Forecast: 11/09/24	Actual 11/16/24	Actual/Forecast: 11/23/24	Actual 11/30/24										
Receipts																						
3rd Party Receipts	\$	1.8	\$	2.5	\$	2.2	\$	2.3	\$	1.8	\$	3.3	\$	3.8	\$	3.9	\$	1.7	\$	1.9	\$	1.4
Net Intercompany Receipts		-		-		4.5		-		0.5		0.1		1.8		-		-		-		1.5
Total Receipts	\$	1.8	\$	2.5	\$	6.7	\$	2.3	\$	2.3	\$	3.4	\$	5.6	\$	3.9	\$	1.7	\$	1.9	\$	2.9
Disbursements (before professionals)																						
Total AP Disbursements		0.1		(1.7)		(2.2)		(0.7)		(0.8)		(0.8)		(1.4)		(1.0)		(1.3)		(1.1)		(1.8)
Payroll, Taxes, and Commissions		-		(0.0)		(1.4)		(2.2)		(1.3)		(0.5)		(1.3)		(0.5)		(2.7)		(1.3)		(1.4)
Intercompany Disbursements		-		(0.4)		(0.2)		(0.5)		-		(0.4)		-		(0.2)		-		(0.2)		-
Utility Deposit		-		-		(0.3)		0.3		(0.3)		-		-		-		-		-		-
Total Disbursements (before professionals)	\$	0.1	\$	(2.0)	\$	(4.0)	\$	(3.2)	\$	(2.3)	\$	(1.8)	\$	(2.7)	\$	(1.8)	\$	(4.0)	\$	(2.6)	\$	(3.2)
Net Cash Flow (before professionals)	\$	1.9	\$	0.5	\$	2.7	\$	(0.9)	\$	(0.0)	\$	1.6	\$	2.9	\$	2.2	\$	(2.3)	\$	(0.7)	\$	(0.3)
Professional & Transaction Fees		-		-		-		-		-		-		-		-		-		-		-
Net Cash Flow	\$	1.9	\$	0.5	\$	2.7	\$	(0.9)	\$	(0.0)	\$	1.6	\$	2.9	\$	2.2	\$	(2.3)	\$	(0.7)	\$	(0.3)
Cash On Hand Roll-Forward																						
Beginning Cash Balance	\$	4.0	\$	5.8	\$	6.4	\$	9.0	\$	8.1	\$	8.1	\$	9.7	\$	12.6	\$	14.8	\$	12.5	\$	11.8
Net Cash Flow		1.9		0.5		2.7		(0.9)		(0.0)		1.6		2.9		2.2		(2.3)		(0.7)		(0.3)
Ending Cash Balance	\$	5.8	\$	6.4	\$	9.0	\$	8.1	\$	8.1	\$	9.7	\$	12.6	\$	14.8	\$	12.5	\$	11.8	\$	11.5

Tupperware Brands
Exhibit 1: Initial Budget (Switzerland)
As of: November 15, 2024

\$ in Millions

	Week Number																								
	Actual/Forecast:		1		2		3		4		5		6		7		8		9		10		11		
	Week Ending Date:		09/21/24		09/28/24		10/05/24		10/12/24		10/19/24		10/26/24		11/02/24		11/09/24		11/16/24		11/23/24		11/30/24		
Receipts																									
3rd Party Receipts		\$	0.1	\$	0.5	\$	0.1	\$	0.2	\$	0.4	\$	0.5	\$	0.8	\$	1.8	\$	1.0	\$	2.2	\$	0.3		
Net Intercompany Receipts		-	-	0.1	-	7.6	-	1.1	-	1.5	-	0.8	-	1.8	-	2.4	-	2.4	-	2.4	-	1.6			
Total Receipts		\$	0.1	\$	0.6	\$	7.7	\$	1.2	\$	1.9	\$	1.3	\$	2.3	\$	1.2	\$	2.8	\$	2.8	\$	1.8		
Disbursements (before professionals)																									
Total AP Disbursements			0.5	-		(1.9)		(0.0)		(0.4)		(0.2)		(0.2)		(0.2)		(0.2)		(0.8)		(0.5)		(0.2)	
Payroll, Taxes, and Commissions			-	-		(0.1)		-		-		(0.3)		(0.0)		-		(0.1)		-		(0.3)		(0.3)	
Intercompany Disbursements			-	-		(3.7)		(0.1)		-		-		-		(0.1)		(3.1)		-		(2.5)		(1.3)	
Switzerland Funding			-	-		-		-		-		-		-		-		-		-		-		-	
Utility Deposit			-	-		-		-		-		-		-		-		-		-		-		-	
Total Disbursements (before professionals)		\$	0.5	\$	-	\$	(5.6)	\$	(0.1)	\$	(0.4)	\$	(0.5)	\$	(0.2)	\$	(0.3)	\$	(4.0)	\$	(3.1)	\$	(1.8)		
Net Cash Flow (before professionals)		\$	0.6	\$	0.6	\$	2.1	\$	1.1	\$	1.5	\$	0.8	\$	2.1	\$	0.9	\$	(1.2)	\$	(0.4)	\$	(0.0)		
Professional & Transaction Fees			-	-		-		-		-		-		-		-		-		-		-		-	
Net Cash Flow		\$	0.6	\$	0.6	\$	2.1	\$	1.1	\$	1.5	\$	0.8	\$	2.1	\$	0.9	\$	(1.2)	\$	(0.4)	\$	(0.0)		
Cash On Hand Roll-Forward																									
Beginning Cash Balance		\$	3.6	\$	4.2	\$	4.8	\$	6.9	\$	8.0	\$	9.5	\$	10.3	\$	12.4	\$	13.3	\$	12.0	\$	11.7	\$	11.7
Net Cash Flow			0.6		0.6		2.1		1.1		1.5		0.8		2.1		0.9		(1.2)		(0.4)		(0.0)		(0.0)
Funding from US Cash Collateral			-		-		-		-		-		-		-		-		-		-		-		-
Ending Cash Balance		\$	4.2	\$	4.8	\$	6.9	\$	8.0	\$	9.5	\$	10.3	\$	12.4	\$	13.3	\$	12.0	\$	11.7	\$	11.7		11.7
Memo: TPAG Cash on Hand																									
Memo: TPI Cash on Hand																									