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

In re:

Lumileds Holding B.V., *et al.*,

Debtors.¹

Chapter 11

Case No. 22-11155 (LGB)

(Jointly Administered)

Related Docket Nos. 4, 73 & 92

**CERTIFICATE OF NO OBJECTION REGARDING MOTION OF DEBTORS FOR ENTRY OF
INTERIM AND FINAL ORDERS (A) AUTHORIZING THE DEBTORS TO (I) OBTAIN
POSTPETITION FINANCING AND (II) USE CASH COLLATERAL, (B) GRANTING (I) LIENS
AND SUPERPRIORITY CLAIMS AND (II) ADEQUATE PROTECTION TO PREPETITION
LENDERS, (C) SCHEDULING A FINAL HEARING, AND (D) GRANTING RELATED RELIEF**

Pursuant to 28 U.S.C. § 1746 and Rule 9075-2 of the Local Bankruptcy Rules for the Southern District of New York (the “***Local Bankruptcy Rules***”), the undersigned counsel for the above-captioned debtors and debtors in possession (the “***Debtors***”) hereby certifies as follows:

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Lumileds Holding B.V. (Netherlands ID 4334), Aegletes B.V. (Netherlands ID 3591), Aurora Borealis B.V. (Netherlands ID 7602), Bright Bidco B.V. (Netherlands ID 6089), Lumileds Subholding B.V. (Netherlands ID 2394), Lumileds International B.V. (Netherlands ID 0244), Lumileds Netherlands B.V. (Netherlands ID 1724), Lumileds USA (Holding) Corp. (9936), Lumileds LLC (6012), and Luminescence Coöperatief U.A. (Netherlands ID 2661). The Debtors’ mailing address is 370 W. Trimble Road, San Jose, California 95131.

1. On August 29, 2022, the Debtors filed the *Motion of Debtors for Entry of Interim and Final Orders (A) Authorizing the Debtors to (I) Obtain Postpetition Financing and (II) Use Cash Collateral, (B) Granting (I) Liens And Superpriority Claims And (II) Adequate Protection to Prepetition Lenders, (C) Scheduling a Final Hearing, and (D) Granting Related Relief* [Docket No. 4] (the “**DIP Motion**”).

2. On August 31, 2022, the Court entered the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, And (VII) Granting Related Relief* [Docket No. 73] (the “**Interim DIP Order**”), which scheduled the final hearing on the DIP Motion to be heard on September 22, 2022 at 2:00 p.m. (prevailing Eastern Time) with any objections or responses to the entry of a final order on the DIP Motion to be filed on or by 4:00 p.m. (prevailing Eastern Time) on September 15, 2022 (the “**Initial Objection Deadline**”).

3. On September 13, 2022, the Debtors filed a *Notice of Adjournment of Objection and Hearing Date on DIP Motion* [Docket No. 92] informing all parties in interest that the final hearing on the DIP Motion had been adjourned to **October 14, 2022 at 10:00 a.m. (prevailing Eastern Time)** with any objections or responses to the entry of a final order on the DIP Motion to be filed on or by **4:00 p.m. (prevailing Eastern Time) on October 3, 2022** (the “**Objection Deadline**”). Local Rule 9075-2 provides that the motion or application may be granted without a hearing if (a) no objections or other responsive pleadings have been filed on or before the

applicable objection deadline and (b) the attorney for the entity that filed the motion or application complies with such rule.

4. As of the filing of this certificate, more than forty-eight (48) hours have elapsed since the Objection Deadline and, except as set forth herein, to the best of my knowledge no responsive pleadings have been (a) filed with the Court on the docket of the above-captioned Chapter 11 Cases or (b) served on the Debtors or their counsel. The Debtors received informal comments to the DIP Motion and proposed final order from the ad hoc group of the Debtors' term loan lenders represented by Gibson, Dunn & Crutcher LLP, the prepetition agent and DIP agent represented by Davis Polk & Wardell LLP, the Office of the United States Trustee for Region 2, LBA RVI-Company I, LP, and Chubb Insurance Companies, which the Debtors incorporated in the proposed final order granting the DIP Motion attached hereto as **Exhibit A** (the "***Proposed Final DIP Order***"). For the convenience of the Court and all parties in interest, a blackline comparing the Proposed Final DIP Order against the Interim DIP Order is attached hereto as **Exhibit B**.

5. Accordingly, the Debtors respectfully request entry of the Proposed Final DIP Order at the Court's earliest convenience. If not entered prior to the hearing, the Debtors will seek entry of the Proposed Final DIP Order at the hearing scheduled for **October 14, 2022 at 10:00 a.m. (prevailing Eastern Time)** before the Honorable Lisa G. Beckerman, United States Bankruptcy Judge for the Southern District of New York, One Bowling Green, New York, New York 10004, which will be conducted via Zoom videoconference.

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LATHAM & WATKINS LLP

Dated: October 12, 2022
New York, New York

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*Proposed Counsel to the Debtors and Debtors in
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Exhibit A

Proposed Final DIP Order

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

In re:

Lumileds Holding B.V. *et al.*,

Debtors.¹

Chapter 11

Case No. 22-11155 (LGB)

(Jointly Administered)

Related Docket Nos. 4, 73

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION
FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL,
(III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE
EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING
AUTOMATIC STAY, AND (VI) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² [Docket No. 4] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above captioned chapter 11 cases (collectively, the “Cases”) for entry of an interim order (the “Interim Order”) and a final order (this “Final Order”), pursuant to sections 105, 361, 362, 363, 364, 507, and 552 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1 and 4001-2 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”):

(i) Authorizing Bright Bidco B.V., in its capacity as borrower (the “DIP Borrower”), to obtain postpetition financing, and for certain of the other Debtors (the “Debtor DIP”

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Lumileds Holding B.V. (Netherlands ID 4334), Aegletes B.V. (Netherlands ID 3591), Aurora Borealis B.V. (Netherlands ID 7602), Bright Bidco B.V. (Netherlands ID 6089), Lumileds Subholding B.V. (Netherlands ID 2394), Lumileds International B.V. (Netherlands ID 0244), Lumileds Netherlands B.V. (Netherlands ID 1724), Lumileds USA (Holding) Corp. (9936), Lumileds LLC (6012), and Luminescence Coöperatief U.A. (Netherlands ID 2661). The Debtors’ mailing address is 370 W. Trimble Road, San Jose, California 95131.

² Capitalized terms used but not defined herein have the meanings given to such terms in the Motion.

Guarantors” and together with the DIP Borrower, the “Debtor DIP Loan Parties”) to guarantee on a joint and several basis, the DIP Borrower’s obligations in connection with a superpriority senior secured debtor in possession term loan facility in an aggregate principal amount of up to \$275 million (the “DIP Facility”, such loans thereunder, the “DIP Loans,” and such amount the “DIP Amount”), of which \$175 million in DIP Loans (the “Initial DIP Loans”) were made available in up to two drawings following entry of the Interim Order, in accordance with the terms and conditions set forth in the DIP Loan Agreement (as defined below), and all other terms and conditions of the DIP Loan Documents (as defined below), and the remainder of which will be available upon entry of this Final Order and only if (a) Crédit Agricole Leasing & Factoring (“Crédit Agricole”) fails to continue performing under the Debtors’ existing receivables factoring facility (the “Receivables Factoring Facility”) governed by that certain International Factoring Agreement, dated as of February 16, 2022 (as may be amended in a manner reasonably satisfactory to the Required DIP Lenders) (the “Receivables Factoring Agreement”), and with an initial term expiring on February 16, 2024 or (b) the Debtors do not obtain authority from this Court to maintain the Receivables Factoring Facility;

(ii) authorizing the Debtors to (a) enter into that certain Senior Secured Super-Priority Term Loan Debtor-in-Possession Credit Agreement, attached hereto as **Exhibit A**, among the DIP Borrower, the Debtor DIP Guarantors, certain other direct and indirect subsidiaries of the DIP Borrower, as guarantors (the “Other DIP Guarantors,” and together with the Debtor DIP Guarantors, the “DIP Guarantors” and together with the Borrower, the “DIP Loan Parties”), the lenders party thereto (collectively in such capacities, the “DIP Lenders”), and Deutsche Bank AG New York Branch, as administrative agent and collateral agent (in such capacities, the “DIP Agent,” and, together with the DIP Lenders, the “DIP Secured Parties”) (as the same may be

amended, restated, supplemented, waived or otherwise modified from time to time, in accordance with the terms thereof, the “DIP Loan Agreement”) with the funding of the DIP Loans to be coordinated by Deutsche Bank Securities, Inc. (in such capacity, the “DIP Funding Coordinator”); and together with the Interim Order, this Final Order, and all agreements, documents, fee letters,³ and instruments delivered or executed in connection therewith, and other guarantee and security documentation, collectively, the “DIP Loan Documents” (all such DIP Loan Documents to be consistent with the terms of the DIP term sheet, a copy of which is attached as Exhibit B to the Teuwen Declaration (as defined below) (such DIP term sheet, the “DIP Term Sheet”) and otherwise in form and substance acceptable to the DIP Agent, the Required DIP Lenders, and the Debtors); and (b) to perform such other and further acts as may be required in connection with the DIP Loan Documents;

(iii) authorizing the Debtors to use the proceeds of the DIP Loans and the Prepetition Collateral (as defined below), including Cash Collateral (as defined below), in accordance with the Approved DIP Budget (as defined below) (subject to permitted variances set forth herein and in the DIP Loan Agreement) in form and substance acceptable to the “Required Lenders” (as defined in the DIP Loan Agreement, the “Required DIP Lenders”) for working capital and for other general corporate purposes of the Loan Parties and their direct and indirect subsidiaries, including for payment of any Adequate Protection Payments (as defined below) and

³ Contemporaneously with the filing of the Motion (the “Seal Motion”), Debtors sought authorization to file a redacted version of that certain fee letter from the DIP Agent. *See Motion of Debtors for Entry of an Order (A) Authorizing the Debtors to (I) Redact Certain Information in that Certain Confidential Fee Letter Related to the Proposed Debtor-In-Possession Financing and (II) Direct that Fees Contained in Such Fee Letter Remain Redacted and (B) Granting Related Relief* [Docket No. 7]. To resolve an informal objection that the U.S. Trustee raised to the Seal Motion, the Debtors filed the Ross Supplemental Declaration (defined herein). Substantially contemporaneously with the entering of the Interim Order, this Court granted the Seal Motion.

reasonable and documented transaction costs, fees, and expenses incurred in connection with the Cases, including any transactions to be implemented through the Cases;

(iv) granting adequate protection to the Prepetition First Lien Secured Parties (as defined below) to the extent of any Diminution in Value (as defined below) of their interests in the Prepetition Collateral (as defined below);

(v) granting valid, enforceable, binding, non-avoidable, and fully perfected first priority priming liens on and senior security interests in substantially all of the property, assets, and other interests in property and assets of the Debtor DIP Loan Parties, whether such property is presently owned or after-acquired, and each Debtor's estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined below), on the terms and conditions set forth herein and in the DIP Loan Documents, subject only to the (x) Carve Out (as defined below), Permitted Liens (as defined in the DIP Loan Agreement), and (y) other valid, perfected and unavoidable liens, if any, existing as of the Petition Date (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code) (the "Prior Senior Liens"), in each case, that are senior in priority to the First Lien Loan Liens (as defined below);

(vi) granting superpriority administrative expense claims against each of the Debtor DIP Loan Parties' estates to the DIP Agent and the DIP Lenders with respect to the DIP Obligations (as defined below) over any and all administrative expenses of any kind or nature subject and subordinate only to the payment of the Carve Out;

(vii) to the extent set forth herein, waiving the Debtors' and the estates' right to surcharge against the DIP Collateral and the Prepetition Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code;

(viii) to the extent set forth herein, for the "equities of the case" exception under Bankruptcy Code section 552(b) to not apply to either the Prepetition First Lien Secured Parties (as defined below) or the DIP Secured Parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable;

(ix) approving (a) the Backstop Fee payable in kind to the Backstop Parties (each as defined in the DIP Loan Agreement) and (b) the Exit Commitment Fee and Participation Fee (each as defined in the DIP Loan Agreement) payable in kind to the DIP Lenders, in each case ((a) and (b)) the payment in kind of which shall be in accordance with the terms and conditions, and subject to confirmation, of the *Joint Prepackaged Plan of Reorganization of Lumileds Holding B.V. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 24] (the "Prepackaged Plan");

(x) pursuant to Bankruptcy Rule 4001, holding an interim hearing (the "Interim Hearing") on the Motion before this Court to consider entry of the Interim Order, among other things, (1) authorizing Debtors to, on an interim basis, borrow from the DIP Lenders a principal amount of up to \$175,000,000 in DIP Loans, (2) authorizing the Debtor DIP Guarantors to guaranty the DIP Obligations, (3) authorizing the Debtors' use of Prepetition Collateral (including Cash Collateral), (4) granting the adequate protection described in the Interim Order, and (5) authorizing the Debtors to execute and deliver the DIP Loan Documents to which they are a party and to perform their respective obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith; and

(xi) granting related relief.

This Court having considered the Motion, the exhibits thereto, the *Declaration of Johannes Paulus Teuwen, Chief Financial Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 21] (the “Teuwen Declaration”), the *Declaration of Johannes Paulus Teuwen, Chief Financial Officer of the Debtors, in Support of the Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protections, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 5] (the “Teuwen DIP Declaration”), the *Declaration of Elliott Ross in Support of the Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protections, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 6], the *First Supplemental Declaration of Johannes Paulus Teuwen, Chief Financial Officer of the Debtors, in Support of the Cash Management, DIP, and All Trade Motions* [Docket No. 40], the *Supplemental Declaration of Elliot Ross in Support of the Motion of Debtors for Entry of Interim and Final Orders (A) Authorizing the Debtors to (I) Obtain Postpetition Financing and (II) Use Cash Collateral, (B) Granting (I) Liens and Superpriority Claims and (II) Adequate Protection to Prepetition Lenders* (the “*Ross Supplemental Declaration*”), (C) *Scheduling a Final Hearing, and (D) Granting Related Relief* [Docket No. 43], and the other evidence submitted or adduced and the arguments of counsel made at the Interim Hearing held pursuant to Bankruptcy Rule 4001(b)(2) on August 30, 2022 and the final hearing having been held on October 14, 2022 (the “Final Hearing”); and this Court

having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; 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 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 the Debtors' entry into the DIP Loan Agreement and the other DIP Loan Documents is a sound and prudent exercise of the Debtors' business judgment; and the Debtors having provided notice of the Motion as set forth in the Motion, and it appearing that no other or further notice of the Motion need be given; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM AND FINAL HEARINGS, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁴

A. Petition Date. On August 29, 2022 (the "Petition Date"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York commencing these Cases.

B. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Cases.

C. Jurisdiction and Venue. The Court has jurisdiction over the Motion, these Cases, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern

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

District of New York, dated January 31, 2012. Venue for these Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution.

D. Committee. As of the date hereof, no official committee of unsecured creditors has been appointed in these Cases pursuant to section 1102 of the Bankruptcy Code (any such committee, the “Committee”).

E. Interim Order. On August 31, 2022, the Court approved the Debtors’ entry into and performance under the DIP Loan Agreement on an interim basis and entered the Interim Order [Docket No. 73], pursuant to which the Debtors were authorized to borrow up to \$175,000,000 on an interim basis pursuant to the terms of the DIP Loan Agreement and the Interim Order.

F. Debtors’ Stipulations. Without prejudice to the rights of parties in interest (other than the Debtors), including any Committee, as set forth in Paragraph 11 herein, and subject to the limitations thereon contained in Paragraphs 19 and 27 herein, the Debtors stipulate and agree that (collectively, Paragraphs E(i) through (v) below are referred to herein as the “Debtors’ Stipulations”):

(i) First Lien Loans.

(a) Under that certain loan agreement dated as of June 30, 2017, by and among Bright Bidco B.V. (the “Borrower”), certain of the Debtors (the “Guarantors”), the lenders party thereto (collectively, the “Prepetition Lenders”), and Deutsche Bank AG New York Branch, as administrative agent and collateral agent (in such capacity, the “Prepetition Agent”, and together with the Prepetition Lenders, the “Prepetition First Lien Secured Parties”) (such credit agreement, as amended, restated, or otherwise modified from time to time, including by that certain Incremental Assumption and Amendment No. 1, dated as of August 10, 2017, the Incremental

Assumption Agreement and Amendment No. 2, dated as of February 1, 2018, the Amended and Restated First Lien Credit Agreement, dated as of February 1, 2018, the 2018 Incremental Assumption Agreement and Amendment No. 3, dated as of May 31, 2018, the Amendment No. 4 to Credit Agreement, dated as of October 23, 2021, and the Amendment No. 5 to the Credit Agreement, Loan Document, Direction and Consent, dated as of August 28, 2022 (collectively, the “Prepetition Credit Agreement Amendments”), the “Prepetition Credit Agreement”, and together with the other “Loan Documents” (as defined in the Prepetition Credit Agreement), the “Prepetition First Lien Loan Documents”), the Prepetition Lenders provided loans thereunder (the “First Lien Loans”) in a total aggregate principal amount outstanding as of the Petition Date of not less than \$1,695,250,000, including (a) \$1,607,750,000 in principal amount of Term Loans (as defined in the Prepetition Credit Agreement) and (b) \$87,500,000 of Revolving Facility Loans (as defined in the Prepetition Credit Agreement). In addition, as of the Petition Date, there were not less than \$12,113,150.92 of letters of credit that had been issued (but remained undrawn) under the Prepetition Credit Agreement pursuant to a letter of credit sub-facility.

(b) As of the Petition Date, the Debtors were jointly and severally indebted to the Prepetition First Lien Secured Parties pursuant to the Prepetition First Lien Loan Documents, without defense, counterclaim, or offset of any kind, in an amount equal to the aggregate principal amount of the First Lien Loans *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, expenses (including any attorneys’, financial advisors’, and other professionals’ fees and expenses), reimbursement obligations, indemnification obligations, contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Obligations (as defined in the Prepetition Credit Agreement)

owing under or in connection with the Prepetition First Lien Loan Documents (collectively, the “Prepetition First Lien Obligations”).

(ii) First Lien Loan Collateral. In connection with the Prepetition Credit Agreement, the Debtors and the other Guarantors entered into various Security Documents (as defined in the Prepetition Credit Agreement, the “Security Documents”) with the Prepetition Agent. Pursuant to the Security Documents and the other Prepetition First Lien Loan Documents, the Prepetition First Lien Obligations are secured by valid, binding, perfected, and enforceable first-priority security interests in and liens (the “First Lien Loan Liens”) on the “Collateral” (the “Prepetition Collateral”), pursuant to, and as such term is defined in, the Prepetition Credit Agreement, including substantially all of the Debtors’ assets, except as, and to the extent, set forth in the Security Documents.

(iii) Cash Collateral. Any and all of the Debtors’ cash, including cash and other amounts on deposit or maintained in any of the Debtors’ accounts (other than the Factoring Accounts (as defined below)), and any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral existing as of the Petition Date, and the proceeds of any of the foregoing is the Prepetition First Lien Secured Parties’ cash collateral within the meaning of Bankruptcy Code section 363(a) (the “Cash Collateral”).

(iv) Bank Accounts. The Debtors acknowledge and agree that as of the Petition Date, none of the Debtors maintained any bank accounts other than the accounts listed in the exhibit attached to the interim order authorizing the Debtors to continue to use the Debtors’ existing cash management system (the “Cash Management Order”) [Docket No. 64].

(v) Validity, Perfection, and Priority of First Lien Loan Liens and Prepetition First Lien Obligations. Subject to the Challenge Period (as defined below), each of the Debtors

acknowledges and agrees that, in each case as of the Petition Date: (A) the First Lien Loan Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral; (B) the First Lien Loan Liens are subject and subordinate only to Prior Senior Liens; (C) the Prepetition First Lien Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors; (D) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the First Lien Loan Liens or Prepetition First Lien Obligations exist, and no portion of the First Lien Loan Liens or Prepetition First Lien Obligations is subject to any challenge or defense including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, defense, counterclaims, cross-claims, or “claim” (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (E) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including “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 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), against the Prepetition Agent, the Prepetition First Lien Secured Parties, or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Prepetition First Lien Loan Documents, the Prepetition First Lien Obligations, or the First Lien Loan Liens, and all actions taken by the Prepetition Agent in connection with the First Lien Loans (including at the direction of Required Lenders (as defined in the Prepetition Credit Agreement)) prior to the Petition Date,

including, without limitation, entry into the Prepetition Credit Agreement Amendments (the “Prepetition Agent Actions”) were authorized and valid.

G. Findings Regarding the DIP Facility and Use of Cash Collateral.

(i) The Debtors have an immediate need to obtain access to the DIP Facility and to use Cash Collateral (solely to the extent consistent with the Approved DIP Budget (subject to permitted variances as set forth in this Interim Order and the DIP Loan Documents)) to, among other things, (A) permit the orderly continuation of their businesses; (B) pay certain Adequate Protection Payments; and (C) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Loan Parties (including repaying or otherwise replacing the Receivables Factoring Facility to the extent Crédit Agricole fails to continue performing thereunder) and, subject to the Approved DIP Budget (subject to permitted variances set forth herein and in the DIP Loan Agreement) and other limitations to be reasonably agreed consistent with the operating needs of such subsidiaries, their direct and indirect subsidiaries. Specifically, the proceeds of the DIP Facility will provide the Debtors with the ability to fund day-to-day operations, meet administrative obligations during the Cases, preserve the value of their estates, and avoid liquidation in the absence of the DIP Facility. The DIP Facility will also reassure the Debtors’ customers and employees that the Debtors will have access to additional liquidity to meet its commitments during the Cases. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors’ going concern values and successful reorganization. The Debtors will not have sufficient sources of working capital and financing to operate their businesses in the ordinary course throughout the

Cases and face the prospect of liquidation without access to the DIP Facility and the authorized use of Cash Collateral.

(ii) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Loan Documents and are unable to obtain unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtors also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code. Rather, the Debtors could only secure financing by granting to the DIP Secured Parties, subject to the Carve Out as provided for herein, the first priority priming DIP Liens (as defined below) and the DIP Superpriority Claims (as defined below) under the terms and conditions set forth in this Final Order and the DIP Loan Documents.

(iii) The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP Loan Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Loan Documents, all costs and fees, and all other obligations under the DIP Loan Documents (collectively, the "DIP Obligations") shall be deemed to have been extended by the DIP Secured Parties in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, and the DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Final Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, and any liens or claims granted to, or payments made to, or payments made to, the DIP Agent or the DIP Lenders hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Final Order shall

be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

(iv) Adequate Protection. Each of the Prepetition First Lien Secured Parties are entitled, pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, for any diminution in the value thereof.

(v) Sections 506(c) and 552(b). In light of the Prepetition First Lien Secured Parties' agreement to subordinate their liens and superpriority claims to the DIP Obligations and the Carve Out and to permit the use of their Cash Collateral as set forth herein, the Prepetition First Lien Secured Parties are entitled to the rights and benefits of section 552(b) of the Bankruptcy Code and, upon entry of this Final Order, (i) a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code and (ii) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(vi) Consent by Prepetition Agent. The Prepetition Agent (at the direction of the Required Lenders (as defined in the Prepetition Credit Agreement)), on behalf and for the benefit of each of the Prepetition First Lien Secured Parties, has consented to, conditioned on the entry of this Final Order, the Debtors' incurrence of the DIP Facility and proposed use of Cash Collateral on the terms and conditions set forth in this Final Order, and the terms of the adequate protection provided for in this Final Order, including, without limitation, that the Adequate Protection Liens and Adequate Protection Superpriority Claim are subject and subordinate to the Carve Out.

H. Good Cause Shown; Best Interest. 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 and enhance the Debtors' prospects for a successful reorganization.

I. Notice. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and the Local Rules, notice of the Final Hearing and the Motion has been provided by the Debtors. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested therein, and of the Final Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and applicable Local Rules.

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

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted on a final basis as set forth herein, and the use of Cash Collateral is authorized, subject to the terms of this Final Order.

2. Objections Overruled. Any objections, reservations of rights, or other statements with respect to entry of the Final Order, to the extent not withdrawn or resolved, are overruled on the merits. This Final Order shall become effective immediately upon its entry.

3. Authorization of the DIP Facility and the DIP Loan Documents.

(a) The Debtors were, upon entry of the Interim Order and, as confirmed by the Final Order, are authorized and empowered to enter into, and execute and deliver, the DIP Loan Documents, and such additional documents, instruments, certificates and agreements as may be reasonably required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Final Order and the DIP Loan Documents. To the extent not entered into as of the date hereof, the Debtor DIP Loan Parties and the DIP Secured Parties shall negotiate the DIP Loan Documents in good faith, and in all respects such DIP Loan Documents shall be

consistent with the terms of the DIP Loan Agreement and otherwise acceptable to the Debtor DIP Loan Parties, the DIP Agent, and the Required DIP Lenders. Upon entry of this Final Order, the Final Order and other DIP Loan Documents shall govern and control the DIP Facility. The DIP Agent, the Debtors, and the DIP Lenders are hereby authorized to execute and enter into their respective obligations under the DIP Loan Documents, subject to the terms and conditions set forth therein and this Final Order. Upon execution and delivery thereof, the DIP Loan Documents shall constitute valid and binding obligations of the Debtor DIP Loan Parties enforceable in accordance with their terms. Until execution and delivery of the DIP Loan Agreement and other DIP Loan Documents required or reasonably requested by the DIP Secured Parties, the Debtor DIP Loan Parties and the DIP Secured Parties shall be bound by (x) the terms and conditions and other provisions set forth in the other executed DIP Loan Documents (including any fee letters and fronting agreements executed in connection with the DIP Facility) and (y) this Final Order and the other executed DIP Loan Documents (including any fee letters and fronting agreements executed in connection with the DIP Facility) shall govern and control the DIP Facility. To the extent there exists any conflict among the terms and conditions of the DIP Loan Documents, the Interim Order, and this Final Order, the terms and conditions of this Final Order shall govern and control.

(b) Upon entry of this Final Order, the DIP Borrower is hereby authorized to borrow, and the Debtor DIP Guarantors are hereby authorized to guaranty on the terms set forth in the DIP Loan Agreement and applicable DIP Loan Documents, without any further action by the Debtors or any other party, borrowings up to an aggregate principal amount of \$275,000,000 of DIP Loans subject to and in accordance with this Final Order.

(c) In accordance with the terms of this Final Order and the DIP Loan Documents, proceeds of the DIP Loans shall be used solely for the purposes permitted under the

DIP Loan Documents and this Final Order, and in accordance with the Approved DIP Budget, subject to permitted variances as set forth in this Final Order and the DIP Loan Documents. Attached as Exhibit B to the Interim Order and incorporated herein by reference is a DIP Budget (as defined below) prepared by the Debtors and approved by the Required DIP Lenders in accordance with Section 5.13 of the DIP Loan Agreement (the “Initial DIP Budget”).

(d) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted to the extent necessary to perform all acts and to make, execute, and deliver, and to cause the Other DIP Guarantors to make, execute and deliver, all instruments and documents (including, without limitation, the DIP Loan Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby, or the DIP Loan Agreement), and directed to pay all fees (including all amounts owed to the DIP Lenders, the DIP Funding Coordinator, and the DIP Agent under the DIP Loan Documents), including, for the avoidance of doubt, all fees and expenses payable under any fee letters executed in connection with the DIP Facilities, which fee letters are hereby approved, without further notice or order of this Court, that may be reasonably required or necessary for the Debtors’ performance of their obligations under the DIP Facility, including, without limitation:

(1) the execution, delivery, and performance of the DIP Loan Documents, including, without limitation, the DIP Loan Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby;

(2) the execution, delivery, and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Loan Documents (in each case in accordance with the terms of the applicable DIP Loan

Documents and in such form as the Debtors, the DIP Agent, and the Required DIP Lenders may agree), it being understood that no further approval of the Court shall be required for amendments, waivers, consents, or other modifications to and under the DIP Loan Documents or the DIP Obligations that do not shorten the maturity of the extensions of credit thereunder or modify the commitments or the rate of interest or other amounts payable thereunder;

(3) the payment to each of and/or on behalf of the DIP Secured Parties, as applicable, of all reasonable and documented fees, costs and expenses payable under the DIP Loan Documents, including all reasonable and documented fees, costs and expenses of (a) Gibson, Dunn & Crutcher LLP (as lead bankruptcy counsel to the DIP Lenders and the ad hoc group of the Prepetition Lenders (the “DIP/First Lien Group”)), PJT Partners LP (as financial advisor to the DIP/First Lien Group), and Roland Berger LP (as consultants to the DIP/First Lien Group) (collectively, the “DIP/First Lien Lender Advisors”), (b) Loyens & Loeff N.V. (as Dutch counsel to the DIP/First Lien Group) and up to one additional local counsel to the DIP/First Lien Group (collectively) per jurisdiction to the extent required in connection with the DIP Facility, DIP Loan Documents, and the Prepackaged Plan (such counsel, collectively, the “DIP/First Lien Foreign Counsel”), and (c) Davis Polk & Wardwell LLP (as counsel to the DIP Agent and Prepetition Agent) and up to one additional local counsel to the DIP Agent and Prepetition Agent (collectively) per jurisdiction to the extent required in connection with the DIP Facility, DIP Loan Documents, and the Prepackaged Plan (such counsel, collectively, the “DIP/First Lien Agent Counsel” and together with the DIP/First Lien Lender Advisors and the DIP/First Lien Foreign Counsel, the “DIP/First Lien Advisors”); provided that such fees and

expenses shall not be subject to separate approval of the Court or the U.S. Trustee Guidelines, nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court; provided further that such fees and expenses incurred after the closing of the DIP Facility shall be invoiced to the Debtors on a monthly basis (in accordance with and subject to the Review Procedures (as defined below) provided by Paragraph 18 of this Final Order), and paid no sooner than ten (10) business days after notice thereof has been delivered to the United States Trustee provided that no objections to such fees are raised by the Debtors, the United States Trustee, or any official committee that the U.S. Trustee appoints in these cases; and

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

(e) The DIP Loan Documents, the DIP Obligations, and the DIP Liens shall constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against each Debtor party thereto in accordance with their respective terms and the terms of this Final Order for all purposes during the Cases, any subsequently converted Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Loan Agreement, the other DIP Loan Documents, or this Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All payments or proceeds remitted (x) to or on behalf of the DIP Agent on behalf of any DIP

Secured Parties or (y) to or on behalf of the Prepetition First Lien Secured Parties pursuant to the DIP Loan Documents, the provisions of this Final Order, or any subsequent order of this Court (in each case, in accordance with the terms of the DIP Loan Documents and this Final Order, including the Review Procedures set forth in Paragraph 18) shall be received free and clear of any claim, charge, assessment, or other liability arising out of or based on, directly or indirectly, section 506(c) or the “equities of the case” exception of section 552(b) of the Bankruptcy Code.

(f) The Debtor DIP Guarantors hereby are authorized and directed to, in accordance with the DIP Loan Documents, jointly, severally, and unconditionally guarantee, and shall be deemed to have guaranteed, in full, all of the DIP Obligations of the DIP Borrower.

4. Budget and Variance Reporting. On or prior to 5:00 p.m. (Eastern Time) on the Thursday after the end of each four-week period following the Petition Date, the Debtors will deliver to the Prepetition Agent and the DIP/First Lien Lender Advisors an updated 13-week cash forecast in form and substance satisfactory to the Requisite DIP Lenders (together with the Initial DIP Budget, the “DIP Budget”), which shall specifically identify (a) any material amounts included in the updated DIP Budget and (b) any material amounts that were projected to be collected in the existing DIP Budget but were actually collected prior to the projected period.

On or before 5:00 p.m. (prevailing Eastern time) on the Wednesday after the end of each Test Period (as defined below), the Debtors shall deliver to the DIP Agent and the DIP/First Lien Lender Advisors a budget variance report/reconciliation, setting forth in reasonable detail: (A) actual cash receipts and operating cash disbursements on an aggregate basis for such immediately preceding week and for the applicable Test Period through and including the Friday immediately preceding the delivery date of such report, (B) the variance in dollar amounts of such actual receipts and operating cash disbursements for the immediately preceding week and the

applicable Test Period, and (C) the liquidity of the Debtors as of the Friday immediately preceding the delivery date of such report (each such report, an “DIP Budget Variance Report”). The DIP Budget Variance Report shall include indications as to whether any material Reported Budget Variance (as defined below) reported therein is temporary or permanent and an explanation, in reasonable detail, for such material Reported Budget Variance.

The Debtors shall not permit the percentage variance (the “Reported Budget Variance”) with respect to the total actual cash disbursements for the applicable Test Period (on a cumulative basis) in the then-current Approved DIP Budget to exceed 110% (the “Permitted Budget Variance”) of total projected cash disbursements for such Test Period (which shall include capital expenditures and amounts advanced to non-guarantor subsidiaries but shall exclude professional fees), as reported by the DIP Budget Variance Report; provided, however, that for the first Test Period of two full weeks following the Petition Date, the Permitted Budget Variance percentage shall be 120%, and for the second such Test Period of three full weeks following the Petition Date, such percentage shall be 115%.

For purposes of this Final Order: (y) “Test Periods” means the first full two-week and three-week periods following the Petition Date and each rolling four-week period thereafter, in each case, ending the Friday prior to delivery of the applicable DIP Budget Variance Report; and (z) “Approved DIP Budget” means the most recently delivered DIP Budget that (i) has been approved in writing by the Required DIP Lenders (email being sufficient) or (ii) has neither been approved nor rejected in writing by 5:00 p.m. (prevailing Eastern time) three (3) business days following delivery of such DIP Budget in accordance herewith; provided that in the event the conditions for the most recently delivered DIP Budget to constitute an “Approved DIP Budget” are not met as set forth herein, the prior Approved DIP Budget shall remain in full force and effect

as the Approved DIP Budget. For the avoidance of doubt, the Initial DIP Budget shall constitute the first Approved DIP Budget.

5. Access to Records. The Debtors shall provide the DIP/First Lien Lender Advisors with all reporting and other information required to be provided to the DIP Agent under the DIP Loan Documents. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Loan Documents, upon reasonable notice to Debtors' counsel (email being sufficient), at reasonable times during normal business hours, the Debtors shall permit representatives, agents, and employees of the DIP Secured Parties to have reasonable access to (i) inspect the Debtors' assets, and (ii) all information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and the DIP Secured Parties shall be provided with access to all information they shall reasonably request, excluding any information for which confidentiality is owed to third parties, information subject to attorney client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law.

6. DIP Superpriority Claims. Effective immediately upon entry of the Interim Order and on a final basis pursuant to this Final Order, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtor DIP Loan Parties' estates (the "DIP Superpriority Claims") (without the need to file any proof of claim) with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Debtor DIP Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy

Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall for the purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and which shall be payable from and have recourse to all prepetition and postpetition property of the Debtor DIP Loan Parties and all proceeds thereof, including, without limitation, subject to entry of the Final Order, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of the Bankruptcy Code, if any (the “Avoidance Actions”), subject only to, and subordinated in all respects to, the payment of the Carve Out. Except as set forth in the Interim Order or this Final Order, no other superpriority claims shall be granted or allowed in these Cases.

7. DIP Liens. As security for the DIP Obligations, effective and perfected upon the date of the Interim Order and on a final basis pursuant to this Final Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Agent or any DIP Lender of, or over, any DIP Collateral (as defined below), the following security interests and liens are hereby granted by the Debtor DIP Loan Parties to the DIP Agent, for the benefit of the DIP Secured Parties (all property identified in clause (a) and (b) below being collectively referred to as the “DIP Collateral”), subject to (x) Liens permitted pursuant to the terms of the DIP Loan Agreement and other DIP Loan Documents (including Prior Senior Liens), (y) the Carve Out (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Lenders, pursuant to the Interim Order, this

Final Order, and the DIP Loan Documents, the “DIP Liens”), and (z) any other applicable limitations in the DIP Loan Documents:

(a) First Priority Lien on Any Unencumbered Property. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically, and properly perfected first priority senior security interest in and lien upon all property of the Debtor DIP Loan Parties, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to a Prior Senior Lien (subject to the Carve Out); unencumbered cash of the Debtors (whether maintained with the DIP Agent or otherwise) and any investment of such cash, accounts, inventory, goods, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding capital stock of each subsidiary of a Debtor DIP Loan Party, other equity or ownership interests in or of any entity owned by a Debtor DIP Loan Party, money, investment property, intercompany claims, claims arising on account of transfers of value from a Debtor DIP Loan Party to (x) another Debtor or (y) a non-Debtor affiliate incurred on or following the Petition Date, causes of action, all products and proceeds of the foregoing, and all proceeds and property recovered in respect of Avoidance Actions (collectively, the “Previously Unencumbered Property”). For the avoidance of doubt, neither the Previously Unencumbered Property nor DIP Collateral shall include (i) any receivables the Debtors have sold or in the future

(to the extent Crédit Agricole continues to perform under the Receivables Factoring Agreement) will sell to Crédit Agricole pursuant to the Receivables Factoring Agreement (the “Factoring Receivables”) or (ii) any bank accounts owned by the Debtors and dedicated to collecting payments on account of the Factoring Receivables for the benefit of Crédit Agricole (the “Factoring Accounts”). For the avoidance of doubt, in the event any Debtor sells any Factoring Receivable under the Receivables Factoring Facility and such sale is otherwise permitted under the terms of the DIP Loan Documents, all DIP Liens and First Lien Adequate Protection Liens (as defined below) with respect to the Factoring Receivables shall be automatically and unconditionally released, and any sale proceeds thereof paid to the Debtors shall constitute DIP Collateral and shall not be released. For the avoidance of doubt, any lease of nonresidential real property that contains a provision that prohibits any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest or other collateral related thereto is hereby deemed excluded from the DIP Collateral (but not the proceeds thereof, if any), and no DIP Liens or any Adequate Protection Liens shall be granted on such lease or leasehold interest by any Debtor in accordance with the terms of the DIP Loan Agreement or this Final Order.

(b) Liens Priming the First Lien Loan Liens. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all property of the Debtor DIP Loan Parties that is subject to the First Lien Loan Liens (subject to the Carve Out), including, without limitation, the Prepetition Collateral and Cash Collateral; provided that such liens shall be immediately junior to any Prior Senior Liens other than the First Lien Loan Liens; provided, further, that, for the avoidance of doubt and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to

the Interim Order and this Final Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

8. Adequate Protection for the Prepetition First Lien Secured Parties. Subject only to the Carve Out, the DIP Liens, the Prior Senior Liens, and the terms of this Final Order, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), solely for and equal in amount to the postpetition diminution in value of such interests (each such diminution, a "Diminution in Value"), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the Debtors' use of the Prepetition Collateral (including Cash Collateral), and the imposition of the automatic stay, the Prepetition Agent, for the benefit of itself and the other Prepetition First Lien Secured Parties, is hereby granted the following (collectively, the "First Lien Adequate Protection Obligations"):

(a) First Lien Adequate Protection Liens. As security for and solely to the extent of any Diminution in Value, additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens on all of the DIP Collateral (together, the "First Lien Adequate Protection Liens"), without the necessity of the execution by the Debtors (or recordation or other filing), of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, and, upon entry of this Final Order, all proceeds or property recovered from Avoidance Actions. Subject to the terms of this Final Order, the First Lien Adequate Protection Liens shall be subordinate only to the (A) Carve Out, (B) the DIP Liens, and (C) Prior Senior Liens. The First Lien Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on,

or claims against any of the DIP Collateral (including, for the avoidance of doubt, 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).

(b) Adequate Protection Superpriority Claims. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, allowed administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any postpetition Diminution in Value (the “Adequate Protection Superpriority Claims”), but junior to the Carve Out and the DIP Superpriority Claims. Subject to the Carve Out and the DIP Superpriority Claims in all respects, the Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(d), 726, 1113 and 1114 of the Bankruptcy Code. The Prepetition First Lien Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Adequate Protection Superpriority Claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations have been indefeasibly paid in full, in cash, or satisfied in a manner otherwise agreed to by the Required DIP Lenders, in each case as provided in the DIP Loan Documents.

(c) First Lien Adequate Protection Payments. As further adequate protection, the Debtors are authorized and directed to pay, in accordance with the terms of Paragraph 17 of this Final Order, all reasonable and documented fees and expenses (the “Adequate Protection Fees”), whether incurred before or after the Petition Date, to the extent not duplicative of any fees

and/or expenses paid pursuant to Paragraph 3(d)(3) hereof, of the DIP/First Lien Advisors; provided that the Adequate Protection Fees shall not be subject to separate approval of the Court or the U.S. Trustee Guidelines, nor shall any recipient of payment of Adequate Protection Fees be required to file with respect thereto any interim or final fee application with the Court or otherwise seek the Court's approval of such payment; provided further that the Adequate Protection Fees incurred after the closing of the DIP Facility shall be invoiced to the Debtors on a monthly basis (in accordance with and subject to the Review Procedures (as defined below) provided by Paragraph 18 of this Final Order). The payments referenced in the prior sentence are collectively referred to herein as "Adequate Protection Payments." In addition, the Debtors are authorized and directed, as soon as reasonably practicable after the date on which the Debtors receive notice of a valid draw with respect to any letter of credit outstanding under the Prepetition Credit Agreement, to cash collateralize such letter of credit by depositing an amount equal to 100% of the amount for which a draw was made on such letter of credit with the Prepetition Agent (or its designee) as cash collateral to secure the Debtors' reimbursement obligations with respect to such letter of credit. The foregoing cash collateralization of letters of credit shall be effected pursuant to arrangements reasonably satisfactory to the applicable issuing bank, the Prepetition Agent and the Debtors.

(d) Right to Seek Additional Adequate Protection. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition First Lien Secured Parties to request further or alternative forms of adequate protection at any time or for any reason, including due to any extension of the Required Milestones or any failure to satisfy any of such Required Milestones, or the rights of the Debtors or any other party to contest such request.

9. Carve Out.

(a) Priority of Carve Out. Subject to the terms and conditions contained in this Paragraph 9, each of the DIP Facility, DIP Liens, DIP Superpriority Claims, Prepetition First Lien Obligations, First Lien Loan Liens, Adequate Protection Liens, and Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve Out. The Carve Out shall have such priority claims and liens over all assets of the Debtors, including any DIP Collateral and any Prepetition Collateral.

(b) Definition of Carve Out. 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 Bankruptcy 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 described in Paragraph 9(b)(iii) below), together with interest, if any, under section 3717 of title 31 of the United States Code; (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 described in Paragraph 9(b)(iii) below); (iii) to the extent allowed at any time, whether by interim order, final order, procedural order, final order, or otherwise, all unpaid reasonable 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 (the “Debtor Professionals”) and any 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 before or on the first business day following delivery by the DIP Agent of a Carve Out Trigger Notice (as defined below), whether allowed by this Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) after the date of delivery of the Carve Out Trigger Notice (the “Trigger Date”), Allowed Professional Fees of Professional Persons in an

aggregate amount not to exceed \$3,000,000 incurred after the first business day following delivery by the DIP Agent (at the direction of the Required DIP Lenders) of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, final order, procedural order, or otherwise (the sum of the amounts described in this Paragraph 9(b)(iv) being the “Post-Carve Out Trigger Notice Cap”). For the avoidance of doubt (and notwithstanding the Trigger Date), allowed transaction or success fees shall be included in the Carve Out to the extent earned by a Professional Person’s engagement letter as disclosed to and approved by the Required DIP Lenders, regardless of whether such transaction or success fees are allowed by this Court prior to or after delivery of a Carve Out Trigger Notice (defined below) (such allowed transaction or success fees, the “Allowed Transaction Fees”), and the Post-Carve Out Trigger Notice Cap shall be deemed increased by the sum of the Allowed Transaction Fees, *provided* that if any of the Cases convert to a case under chapter 7 of the Bankruptcy Code, such amounts will not be included in the Carve Out. For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP Agent (at the direction of the Required DIP Lenders) to the Debtors, their lead restructuring counsel, the United States Trustee, and counsel to the Creditors’ Committee (if any), which notice may be delivered only following the occurrence and during the continuation of an Event of Default (as defined in the DIP Loan Agreement) and acceleration of the DIP Obligations (including events of default resulting from defaults under the Interim Order or Final Order, as applicable), stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) Carve Out Reserve. Notwithstanding the occurrence of an Event of Default, the DIP Agent’s delivery (at the direction of the Required DIP Lenders) of a Carve Out Trigger Notice shall constitute a demand by the DIP Agent, on behalf of the DIP Lenders, 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 sum of the amounts described in clauses (i), (ii) and (iii) of the definition of “Carve-Out” (including, without limitation, any then outstanding Allowed Professional Fees plus reasonably estimated fees and expenses not yet allowed for the period through and including the Trigger Date), which the Debtors shall deposit and hold in a segregated account (the “Pre-Carve Out Trigger Notice Reserve”) in trust to pay the obligations described in clauses (i), (ii) and (iii) of the definition of “Carve-Out” (the “Pre-Carve Out Trigger Notice Obligations”) prior to any other claims. Notwithstanding the occurrence of an Event of Default, the DIP Agent’s delivery (at the direction of the Required DIP Lenders) of a Carve Out Trigger Notice shall also constitute a demand by the DIP Agent, on behalf of the DIP Lenders, 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 Post-Carve Out Trigger Notice Cap, which the Debtors shall deposit and hold in a segregated account (the “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) in trust to pay the obligations described in clause (iv) of the definition of “Carve-Out” (including any Allowed Transaction Fees) (the “Post-Carve Out Trigger Notice Obligations”) prior to any other claims. To the extent the amount of any portion of the obligations benefitting from the Carve-Out is not known to the Debtors as of the Trigger Date, then the Debtors shall deposit such amount into the Pre-Carve Out Trigger Notice Reserve or Post-Carve Out Trigger Notice Reserve (as applicable) on the date such amount becomes known to the Debtors (and otherwise as soon as practicable thereafter). All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the Pre-Carve Out Trigger Notice Obligations, but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Obligations, 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 DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments (as defined in the DIP Loan Agreement) have been terminated, in which case any such excess shall be paid to the Prepetition First Lien Secured Parties 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 Post-Carve Out Trigger Notice Obligations and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition First Lien Secured Parties in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Interim Order or this Final Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute DIP Loans or increase or reduce the DIP Obligations, (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 DIP Budget, Carve Out, Post-Carve Out Trigger Notice Cap, 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 the Interim Order or this Final Order, the DIP Facility, or the Prepetition First Lien Documents, the Carve Out shall be senior to all liens and claims securing the DIP Facility, the Adequate Protection Liens, the Prepetition First Lien Obligations, the Adequate Protection Superiority Claims, any claims arising under section 507(b) of the Bankruptcy Code, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition First Lien Obligations.

(d) Payment of Allowed Professional Fees Prior to the Trigger Date. Any payment or reimbursement made prior to the occurrence of the Trigger Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(e) No Direct Obligation to Pay Allowed Professional Fees. Except for funding the Carve Out Reserves as provided herein, none of the DIP Agent, DIP Lenders, or the Prepetition First Lien Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in the Interim Order, this Final Order, or otherwise shall be construed to obligate the DIP Agent, the DIP Lenders, or the Prepetition First Lien 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 Trigger Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be entitled to the other protections granted to the DIP Obligations under the Interim Order, this Final Order, the DIP Loan Documents, the Bankruptcy Code, and applicable law.

10. Reservation of Rights of the DIP Agent, DIP Lenders, and Prepetition First Lien Secured Parties. Subject in all cases to the Carve Out, notwithstanding any other provision in the Interim Order, this Final Order or the DIP Loan Documents to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or

otherwise impair: (a) any of the rights of any of the Prepetition First Lien Secured Parties to seek any other or supplemental relief in respect of the Debtors including the right to seek additional adequate protection for any reason, including due to any extension of the Required Milestones or any failure to satisfy any Required Milestones, at and following the Final Hearing; *provided* that any such further or different adequate protection shall at all times be subordinate and junior to the Carve Out and the claims and liens of the DIP Secured Parties granted under this Final Order and the DIP Loan Documents; (b) any of the rights of the DIP Secured Parties or the Prepetition First Lien Secured Parties under the DIP Loan Documents, the Prepetition First Lien Loan Documents, or the Bankruptcy Code or under non-bankruptcy law (as applicable) to, subject to the notice periods set forth therein, (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases, (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties or the Prepetition First Lien Secured Parties provided for herein. The delay in or failure of the DIP Secured Parties and/or the Prepetition First Lien Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Secured Parties' or the Prepetition First Lien Secured Parties' rights and remedies.

11. Reservation of Certain Committee and Third Party Rights and Bar of Challenges and Claims. Subject to the Challenge Period (as defined below), the stipulations, admissions, waivers, and releases contained in this Final Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any of their respective successors in all circumstances

and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, and waivers contained in this Final Order, including the Debtors' Stipulations, shall be binding upon all other parties in interest, including any Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules seeking to avoid, object to, or otherwise challenge the findings or Debtors' Stipulations regarding (a) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition Agent and the Prepetition First Lien Secured Parties, (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition First Lien Obligations, or (c) the Prepetition Agent Actions (any such claim, a "Challenge"), in each case before the deadline to object to confirmation of the Prepackaged Plan, subject to further extension by written agreement of the Debtors and the Prepetition Agent (acting at the direction of the Required Lenders (as defined in the Prepetition Credit Agreement)) (the "Challenge Period" and the date of expiration of the Challenge Period being the "Challenge Period Termination Date"); *provided, however*, that if, prior to the end of the Challenge Period, (x) the Cases convert to chapter 7, or (y) if a chapter 11 trustee or Committee is appointed, then, in each such case, the Challenge Period (and therefore the Challenge Period Termination Date) shall be extended by the later of (A) the time remaining under the Challenge Period plus ten (10) days or (B) such other time as ordered by the Court solely with respect to any such chapter 7 or chapter 11 trustee or Committee (as applicable), commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y). Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is

filed and overruled): (a) any and all such Challenges by any party (including any Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Case) shall be deemed to be forever barred; (b) the Prepetition First Lien Obligations shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Debtors' Cases and any Successor Cases; (c) the First Lien Loan Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (d) all of the Debtors' stipulations and admissions contained in this Final Order, including the Debtors' Stipulations and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition First Lien Secured Parties' claims, liens, and interests contained in this Final Order shall be of full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases. If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and this Final Order and remains pending and the Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such adversary proceeding or contested matter on behalf of the Debtors' estates. Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and this Final Order, the stipulations and admissions contained in this Final Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date and a final order is

entered in favor of the plaintiff or movant (as applicable) sustaining such timely Challenge. Nothing in this Final Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in the Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation any challenges (including a Challenge) with respect to the Prepetition First Lien Loan Documents, the First Lien Loan Liens, and the Prepetition First Lien Obligations, and a separate order of the Court conferring such standing on any Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Committee or such other party-in-interest.

12. DIP Termination Date. On the DIP Termination Date (as defined below), consistent with the DIP Loan Agreement, unless otherwise ordered by the Court: (a) all DIP Obligations shall be immediately due and payable, all Commitments will terminate, and the Carve Out Reserves shall be immediately funded; (b) all authority hereunder to use Cash Collateral shall cease; *provided, however*, that during the Remedies Notice Period (as defined below), the Debtors may use Cash Collateral solely to fund the Carve Out and pay payroll and other expenses critical to the administration of the Debtors' estates strictly in accordance with the Approved DIP Budget, subject to such variances as permitted in the DIP Loan Agreement; and (c) the DIP Secured Parties shall be otherwise entitled to exercise rights and remedies under the DIP Loan Documents in accordance with this Final Order.

13. Events of Default. The occurrence of any of the following events, unless waived or amended by the Required DIP Lenders in accordance with the terms of the DIP Loan Documents, shall constitute an event of default (collectively, the "Events of Default"): (a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order, (b) the failure of the Debtors to comply with any

of the Required Milestones (as defined below) or (c) the occurrence of an “Event of Default” under the DIP Loan Agreement.

14. Milestones. The Debtors’ failure to comply with those certain case milestones set forth in Section 5.14 of the DIP Loan Agreement (collectively, the “Required Milestones”) shall constitute an “Event of Default” in accordance with the terms of the DIP Loan Agreement.

15. Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Final Order, including the Remedies Notice Period (defined below), (a) the DIP Agent (at the direction of the Required DIP Lenders) may declare (any such declaration shall be referred to herein as a “Termination Declaration”) (i) all DIP Obligations owing under the DIP Loan Documents to be immediately due and payable, (ii) the termination, reduction or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Facility, (iii) termination of the DIP Facility and the DIP Loan Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the Carve Out shall be triggered, through the delivery of the Carve Out Trigger Notice to the DIP Borrower and (b) subject to Paragraph 12(b), the DIP Agent (at the direction of the Required DIP Lenders) may declare a termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral (the date on which a Termination Declaration is delivered, the “DIP Termination Date”). The Termination Declaration shall not be effective until notice has been provided by electronic mail (or other electronic means) to counsel to the Debtors, counsel to a Committee (if appointed), and the United States Trustee. The automatic stay in the Cases otherwise applicable

to the DIP Agent, the DIP Lenders, and the Prepetition First Lien Secured Parties is hereby modified so that five (5) business days after the DIP Termination Date (the “Remedies Notice Period”) the DIP Agent (at the direction of the Required DIP Lenders) shall be entitled to exercise its rights and remedies in accordance with the DIP Loan Documents and this Final Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out. During the Remedies Notice Period, the Debtors, the Committee (if appointed), and/or any party in interest shall be entitled to seek an emergency hearing within the Remedies Notice Period with the Court for the sole purposes of (a) contesting whether an Event of Default has occurred or is continuing or (b) seeking authorization for the Debtors’ use of Cash Collateral. Unless the Court has determined that an Event of Default has not occurred and/or is not continuing or the Court orders otherwise, the automatic stay, as to the DIP Agent, shall automatically be terminated at the end of the Remedies Notice Period without further notice or order. Upon expiration of the Remedies Notice Period, the DIP Agent (at the direction of the Required DIP Lenders) shall be permitted to exercise all remedies set forth herein, in the DIP Loan Documents, and as otherwise available at law without further order of or application or motion to this Court consistent with this Final Order.

16. Limitation on Charging Expenses Against Collateral. No expenses of administration of the 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 (a) the DIP Collateral (except to the extent of the Carve Out), the DIP Agent, or the DIP Lenders or (b) the Prepetition Collateral (except to the extent of the Carve Out) or the Prepetition First Lien Secured Parties, in each case, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the DIP Agent (at the direction of the Required DIP Lenders) or the Prepetition First Lien

Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent, the DIP Lenders, or the Prepetition First Lien Secured Parties.

17. Use of Cash Collateral. The Debtors were, pursuant to the Interim Order, and continue to be hereunder, authorized to use all Cash Collateral of the Prepetition First Lien Secured Parties, but solely for the purposes set forth in the Interim Order, this Final Order and the DIP Loan Documents, as applicable, and in accordance with the Approved DIP Budget (subject to permitted variances as set forth in this Final Order and the DIP Loan Documents), including, without limitation, to make payments on account of the Adequate Protection Obligations provided for in this Final Order, from the date of the Interim Order through and including the date of termination of the DIP Loan Agreement, after giving effect to the Remedies Notice Period. Except on the terms and conditions of this Final Order, the Debtors shall be enjoined and prohibited from at any time using the Cash Collateral.

18. Expenses and Indemnification.

(a) Pursuant to the Interim Order (and as confirmed by the Final Order), the Debtors were authorized and directed to pay the principal, interest, fees, payments, expenses, and other amounts described in the DIP Loan Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, fronting, participation, closing, arrangement, or commitment payments (including the payable-in-kind Backstop Fee, Exit Commitment Fee, and Participation Fee (each as defined in the DIP Loan Agreement, and each in accordance with the terms and conditions, and subject to confirmation, of the Prepackaged Plan) and all payments and other amounts owed to the DIP Lenders), administrative agent's fees and collateral agent's fees (including all fees and other amounts owed

to the DIP Agent under the DIP Loan Documents, including, without limitation, any fee letters), the DIP Funding Coordinator's fees and other amounts owed to the DIP Funding Coordinator under the DIP Loan Documents, and the reasonable and documented fees and disbursements of counsel and other professionals to the extent set forth in Paragraphs 3(d)(3) and 8(c) of the Interim Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this Final Order or the DIP Loan Documents. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on the Closing Date (as defined in the DIP Loan Documents) all reasonable and documented fees, costs, and expenses, including the fees and expenses of counsel to the DIP Lenders, the DIP Agent, the Prepetition Agent, the DIP/First Lien Group, and the DIP Funding Coordinator payable hereunder, incurred on or prior to the Petition Date without the need for any separate approval of the Court or notice to any party. All fees and other amounts payable pursuant to this Paragraph 18 shall be irrevocable and, upon payment thereof, shall not be subject to any contest, recoupment, reduction, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge under the Bankruptcy Code, applicable non-bankruptcy law, or otherwise.

(b) The Debtors shall be jointly and severally obligated to pay all fees and expenses described above, which obligations shall constitute DIP Obligations. On a monthly basis, the Debtors shall pay the reasonable and documented professional fees, expenses, and disbursements of professionals to the extent provided for in Paragraphs 3(d)(3) and 8(c) of this Final Order (collectively, the "Lender Professionals" and, each, a "Lender Professional") no later than ten (10) business days after the receipt by counsel for the Debtors, any Committee, or the U.S. Trustee of each of the invoices therefor (the "Invoiced Fees") and without the necessity of filing formal fee applications or complying with the U.S. Trustee Guidelines, including such amounts

arising before the Petition Date; provided that each DIP/First Lien Advisor shall provide copies of applicable Invoiced Fees to the U.S. Trustee and counsel to the Committee (if any), and any objections raised by the Debtors, the U.S. Trustee, or the Committee (if any) challenging the reasonableness of any portion of the Invoiced Fees (such portion, the “Disputed Invoiced Fees”) shall be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional or party within 10 business days of receipt (the “Review Period”) and, if after the Review Period an objection remains unresolved, such objection may be subject to resolution by the Court (the procedures set forth in this proviso, the “Review Procedures”). Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and such invoice summary shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, any Committee, or the U.S. Trustee⁵ may dispute the payment of any portion of the

⁵ For the avoidance of doubt, the professional fees provided for in this Final Order must be reasonable. Although the U.S. Trustee fee guidelines do not specifically apply, professionals shall submit time and expense detail entries to the U.S. Trustee, as well as any further information or back up documentation requested by the U.S. Trustee to determine the reasonableness of the invoiced amount. Invoices for such professional fees and expenses provided to any party other than the U.S. Trustee shall not be required to include any information subject to the attorney-client privilege, joint defense privilege, bank examiner privilege, or any information constituting attorney work product, and time and expense detail entries and other information provided solely to the U.S. Trustee shall be returned or destroyed after the U.S. Trustee has reviewed such material and any objections to the applicable professional fees and expenses have been resolved upon request of the applicable professional. Furthermore, the

Invoiced Fees (the “Disputed Invoiced Fees”) if, within the Review Period, a Debtor, any Committee that may be appointed in these Cases, or the U.S. Trustee notifies the submitting party in writing setting forth the objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

(c) In addition, the Debtors will indemnify the DIP Lenders, the DIP Agent, the DIP Funding Coordinator, and their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an “Indemnified Person”) and hold them harmless from and against all costs, expenses (including but not limited to the reasonable and documented legal fees and expenses of (i) one counsel for the DIP Agent and the DIP Funding Coordinator, collectively, for each relevant jurisdiction and (ii) one counsel for the DIP Lenders and their Indemnified Persons, collectively, for each relevant jurisdiction), and liabilities arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of its affiliates) that relates or is connected to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility; *provided* that no such person will be indemnified for costs, expenses, or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by

provision of invoices, time entries or other information pursuant to the terms hereof shall in no event constitute a waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine.

reason of the gross negligence, fraud, or willful misconduct of such person (or their related persons). No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby or in connection herewith, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence, fraud, or willful misconduct or breach of their obligations under the DIP Facility, and in no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

19. 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 any direct, indirect, or incidental beneficiary.

20. Section 507(b) Reservation. Subject to the Carve Out, 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 First Lien Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Lien Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Lien Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

21. Insurance. In accordance with the DIP Loan Documents, until the DIP Obligations have been indefeasibly paid in full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same

basis as maintained prior to the Petition Date and shall name the DIP Agent as an additional insured and loss payee, as applicable, thereunder.

22. No Waiver for Failure to Seek Relief. The failure or delay of the DIP Agent or the Required DIP Lenders to exercise rights and remedies under this Final Order, the DIP Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

23. Perfection of the DIP Liens and Adequate Protection Liens.

(a) The DIP Agent and the Prepetition Agent are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder. Whether or not the DIP Agent or the Prepetition Agent shall (at the direction of the applicable required lenders) choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not, subject to the Challenge Period, subject to challenge, dispute, or subordination as of the date of entry of the Interim Order. If the DIP Agent or the Prepetition Agent (at the direction of the applicable required lenders) determines to file or execute any financing statements, agreements, notice of liens, or similar instruments, the Debtors shall cooperate and assist in any such execution and/or filings as reasonably requested by the DIP Agent or the Prepetition Agent (at the direction of the applicable required lenders), and the automatic stay shall be modified to allow such filings. In addition, the Debtors shall cooperate and assist in obtaining and executing any financing statements, agreements, notice of liens, or similar

instruments necessary to perfect security interests in collateral pledged by their non-Debtor affiliates pursuant to the DIP Documents.

(b) A certified copy of this Final Order may, at the direction of the DIP Agent or the applicable Required DIP Lenders, be filed with or recorded in filing or recording offices by the DIP Agent or the Prepetition Agent in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Final Order for filing and recording; *provided, however*, that notwithstanding the date of any such filing, the date of such perfection shall be the date of the Interim Order.

24. Release. Subject to the rights and limitations set forth in Paragraph 11 of this Final Order, effective upon entry of this Final Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf (to the greatest extent permitted by law) of the Other DIP Guarantors, and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the DIP Secured Parties, the DIP Funding Coordinator, and the Prepetition First Lien Secured Parties, and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, and predecessors in interest, each in their capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected,

accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Obligations, the DIP Liens, the DIP Loan Documents, the Prepetition First Lien Obligations, the First Lien Loan Liens or the Prepetition First Lien Loan Documents, as applicable, 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, (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the DIP Secured Parties and the Prepetition First Lien Secured Parties, and (iv) with respect to the Prepetition Agent Actions; *provided that* nothing in this paragraph shall in any way limit or release the obligations of any DIP Secured Party under the DIP Loan Documents. Moreover, nothing in this Final Order, the other DIP Documents, the Prepetition First Lien Loan Documents or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Funding Coordinator and any DIP Secured Party or Prepetition Secured Party any liability for any claims arising from the prepetition or postpetition activities of the Debtors in operation of their business, or in connection with their restructuring efforts.

25. Credit Bidding. The DIP Agent (at the direction of the Required DIP Lenders) and, subject to the provisions of the Prepetition Credit Agreement (as amended by Amendment No. 5 to the Prepetition Credit Agreement), the Prepetition Agent (at the direction of the Required Lenders (as defined in the Prepetition Credit Agreement)) shall have the right to credit bid (either directly or through one or more acquisition vehicles), up to the full amount of the underlying lenders’ respective claims, including, for the avoidance of doubt, Adequate Protection

Superpriority Claims, if any, in any sale of all or any portion of the Prepetition Collateral or the DIP Collateral including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan subject to confirmation under Bankruptcy Code section 1129(b)(2)(A)(ii)-(iii), by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, without need for further court order authorizing the same.

26. Preservation of Rights Granted Under this Final Order.

(a) Unless and until all DIP Obligations are indefeasibly paid in full, in cash, and all Commitments are terminated, the Prepetition First Lien Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition First Lien Loan Documents, the Interim Order, or this Final Order, or otherwise seek to exercise or enforce any rights or remedies against such DIP Collateral; and (ii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral, except as set forth in Paragraph 23 herein.

(b) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect: (i) the validity, priority or enforceability of any DIP Obligations or First Lien Adequate Protection Obligations incurred prior to the actual receipt by each of the DIP Agent, the First Lien Agent, as applicable, of written notice of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the DIP Liens or the Adequate Protection Liens. In the event this Final Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the DIP Secured Parties or the Prepetition First Lien Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or

modification of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the DIP Secured Parties and the Prepetition First Lien Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code, this Final Order, and the DIP Documents.

(c) Unless and until all DIP Obligations, Prepetition First Lien Obligations, and Adequate Protection Payments are indefeasibly paid in full, in cash, and all Commitments are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Loan Documents or, if not provided for therein, with the prior written consent of the DIP Agent, the Required DIP Lenders, and the Prepetition Agent, (y) any modification, stay, vacatur, or amendment of this Final Order or (z) a priority claim for any administrative expense or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Cases, *pari passu* with or senior to the DIP Superpriority Claims or the Adequate Protection Superpriority Claims; (ii) except as permitted under the DIP Loan Documents (including the Carve Out) or this Final Order, any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens or the First Lien Loan Liens, as applicable; (iii) an order appointing a chapter 11 trustee in any of the Cases; or (iv) an order appointing an examiner with enlarged powers in any of the Cases.

(d) Notwithstanding any order dismissing any of the Cases entered at any time, (i) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to the

Interim Order or this Final Order shall continue in full force and effect and shall maintain their priorities as provided in the Interim Order or this Final Order until all DIP Obligations and Adequate Protection Payments are indefeasibly paid in full in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Final Order, shall, notwithstanding such dismissal, remain binding on all parties in interest); and (ii) to the fullest extent permitted by law the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (i) above.

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

Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition First Lien Secured Parties granted by the provisions of this Final Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Payments are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the Required DIP Lenders and the DIP Agent).

(f) Other than as set forth in this Final Order or permitted under the DIP Loan Documents, neither the DIP Liens nor the Adequate Protection Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of the Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

27. Limitation on Use of DIP Facility Proceeds, DIP Collateral, and Cash Collateral. Notwithstanding anything to the contrary set forth in this Final Order, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds thereof may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against any of the DIP Secured Parties or the Prepetition First Lien Secured Parties (each in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called "lender liability" claims and

causes of action, or seeking relief that would impair the rights and remedies of the DIP Secured Parties or the Prepetition First Lien Secured Parties (each in their capacities as such) under the DIP Loan Documents, the Prepetition First Lien Loan Documents, or this Final Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Committee appointed in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Secured Parties or the Prepetition First Lien Secured Parties to recover on the DIP Collateral or the Prepetition Collateral or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition Parties related to the DIP Obligations or the Prepetition First Lien Obligations; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition First Lien Obligations, or the DIP Agent's, the DIP Lenders', and the Prepetition First Lien Secured Parties' liens or security interests in the DIP Collateral or Prepetition Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against the DIP Secured Parties or the Prepetition First Lien Secured Parties, or the DIP Agent's, the DIP Lenders', the Prepetition First Lien Secured Parties' respective liens on or security interests in the DIP Collateral or the Prepetition Collateral that would impair the ability of any of the DIP Secured Parties or the Prepetition First Lien Secured Parties, as applicable, to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition First Lien Obligations, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the First Lien Loan Liens) held by or on

behalf of each of the Prepetition First Lien Secured Parties related to the Prepetition First Lien Obligations, or by or on behalf of the DIP Agent and the DIP Lenders related to the DIP Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the DIP Liens, the Prepetition First Lien Obligations, or the First Lien Loan Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens or any other rights or interests of the DIP Agent or the DIP Lenders related to the DIP Obligations or the DIP Liens, or (y) any of the First Lien Loan Liens or any other rights or interests of any of the Prepetition First Lien Secured Parties related to the Prepetition First Lien Obligations or the First Lien Loan Liens, *provided* that no more than \$50,000 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used by a Committee appointed in these Cases, if any, solely to investigate, within the Challenge Period (as defined herein), the claims, causes of action, adversary proceedings, or other litigation against the Prepetition First Lien Secured Parties solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including the First Lien Loan Liens) held by or on behalf of each of the Prepetition First Lien Secured Parties related to the Prepetition First Lien Obligations. Nothing contained in this Paragraph 27 shall prohibit the Debtors from responding or objecting to or complying with discovery requests of any Committee, in whatever form, made in connection with such investigation or the payment from the DIP Collateral (including Cash Collateral) of professional fees related thereto or from contesting or challenging whether a Termination Declaration has in fact occurred.

28. Receivables Factoring Facility. Notwithstanding anything herein to the contrary, nothing herein shall prohibit the Debtors from complying with their obligations under the Receivables Factoring Agreement, including any obligations of the Debtors with respect to (a) selling, assigning or otherwise transferring eligible receivables to Crédit Agricole pursuant to the Receivables Factoring Agreement and (b) granting security interests in the Factoring Receivables to the extent required by the Receivables Factoring Agreement.

29. Conditions Precedent. Except as provided for in the Carve Out, no DIP Lender shall have any obligation to make any DIP Loan under the respective DIP Loan Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Loan Documents have been satisfied in full or waived in accordance with such DIP Loan Documents.

30. Intercreditor and Subordination Agreements. Pursuant to section 510 of the Bankruptcy Code, any applicable intercreditor or subordination provisions contained in any of the Prepetition First Lien Loan Documents (i) shall remain in full force and effect and (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition First Lien Secured Parties and any applicable parties to the Loan Documents; *provided* that nothing in this Final Order shall be deemed to provide liens to any Prepetition First Lien Secured Party on any assets of the Debtors except as set forth herein.

31. Binding Effect; Successors and Assigns. The DIP Loan Documents and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition First Lien Secured Parties, any Committee appointed in these Cases, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter

appointed or elected for the estate of any of the Debtors, 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) and shall inure to the benefit of the DIP Secured Parties and the applicable Prepetition First Lien Secured Parties; *provided* that, except to the extent expressly set forth in this Final Order, the Prepetition First Lien Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Loan Agreement, a promissory note, or otherwise) or to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the DIP Loan Documents, the DIP Secured Parties and the Prepetition First Lien Secured Parties shall not (i) be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

32. Limitation of Liability. In determining to make any loan under the DIP Loan Documents, permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to the Interim Order, this Final Order, or the DIP Loan Documents, the DIP Secured Parties and the Prepetition First Lien Secured Parties shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in the Interim Order, this Final Order, or in the DIP Loan Documents shall in any way be construed or interpreted to impose or allow the imposition

upon the DIP Agent, the DIP Lenders, or any Prepetition First Lien Secured Parties of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors.

33. No Requirement to File Claim for DIP Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the DIP Agent nor any DIP Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Loan Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Loan Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent's or any DIP Lender's rights, remedies, powers, or privileges under any of the DIP Loan Documents, this Final Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

34. No Requirement to File Claim for Prepetition First Lien Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the Prepetition Agent nor any Prepetition First Lien Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the

Prepetition First Lien Obligations; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition First Lien Loan Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the Prepetition Agent's or any Prepetition First Lien Lender's rights, remedies, powers, or privileges under any of the Prepetition First Lien Loan Documents, this Final Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

35. No Marshaling. The DIP Agent and the DIP Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this Final Order and the DIP Loan Documents notwithstanding any other agreement or provision to the contrary. The Prepetition First Lien 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.

36. Equities of the Case; Surcharge. The Prepetition First Lien Secured Parties shall each be entitled to all the rights and benefits of section 522(b) of the Bankruptcy Code, and, upon entry of the Final Order, the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition First Lien Secured Parties with respect to proceeds, product, offspring, or profits of any of the Collateral (including the Prepetition Collateral). Moreover, the DIP Collateral and the Prepetition Collateral shall not be subject to surcharge, including under section 506(c) of the Bankruptcy Code.

37. Chubb Reservation of Rights. For the avoidance of doubt, nothing in this Final Order and any document related thereto, including the DIP Loan Documents, alters or modifies

the terms and conditions of any insurance policies or related agreements issued by ACE American Insurance Company and Federal Insurance Company and each of their affiliates and successors to the Debtors.

38. Effect of this Final Order. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof.

39. Retention of Jurisdiction. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

New York, New York
Dated: _____, 2022

THE HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Blackline

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

In re:

Lumileds Holding B.V. *et al.*,

Debtors.¹

Chapter 11

Case No. 22-11155 (LGB)

(~~Joint Administration~~
~~Requested~~Jointly
Administered)

Related Docket Nos. 4, 73

**~~INTERIM~~FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN
POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH
COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY
ADMINISTRATIVE EXPENSE CLAIMS, (IV) GRANTING ADEQUATE
PROTECTION, (V) MODIFYING AUTOMATIC STAY, AND (VI) ~~SCHEDULING-A~~
~~FINAL HEARING, AND (VII)~~ GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² [Docket No. 4] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above captioned chapter 11 cases (collectively, the “Cases”) for entry of an interim order (~~this~~the “Interim Order”) and a final order (~~the~~this “Final Order”), pursuant to sections 105, 361, 362, 363, 364, 507, and 552 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Lumileds Holding B.V. (Netherlands ID 4334), Aegletes B.V. (Netherlands ID 3591), Aurora Borealis B.V. (Netherlands ID 7602), Bright Bidco B.V. (Netherlands ID 6089), Lumileds Subholding B.V. (Netherlands ID 2394), Lumileds International B.V. (Netherlands ID 0244), Lumileds Netherlands B.V. (Netherlands ID 1724), Lumileds USA (Holding) Corp. (9936), Lumileds LLC (6012), and Luminescence Coöperatief U.A. (Netherlands ID 2661). The Debtors’ mailing address is 370 W. Trimble Road, San Jose, California 95131.

² Capitalized terms used but not defined herein have the meanings given to such terms in the Motion.

Rules 2002-1 and 4001-2 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”):

(i) Authorizing Bright Bidco B.V., in its capacity as borrower (the “DIP Borrower”), to obtain postpetition financing, and for certain of the other Debtors (the “Debtor DIP Guarantors” and together with the DIP Borrower, the “Debtor DIP Loan Parties”) to guarantee on a joint and several basis, the DIP Borrower’s obligations in connection with a superpriority senior secured debtor in possession term loan facility in an aggregate principal amount of up to \$275 million (the “DIP Facility”, such loans thereunder, the “DIP Loans,” and such amount the “DIP Amount”), of which \$175 million in DIP Loans (the “Initial DIP Loans”) ~~will be~~ were made available in up to two drawings following entry of ~~this~~ the Interim Order, in accordance with the terms and conditions set forth in the DIP Loan Agreement (as defined below), and all other terms and conditions of the DIP Loan Documents (as defined below), and the remainder of ~~the DIP Facility~~ which will be available upon entry of ~~the~~ this Final Order and only if (a) Crédit Agricole Leasing & Factoring (“Crédit Agricole”) fails to continue performing under the Debtors’ existing receivables factoring facility (the “Receivables Factoring Facility”) governed by that certain International Factoring Agreement, dated as of February 16, 2022 (as may be amended in a manner reasonably satisfactory to the Required DIP Lenders) (the “Receivables Factoring Agreement”), and with an initial term expiring on February 16, 2024 or (b) the Debtors do not obtain authority from this Court to maintain the Receivables Factoring Facility;

(ii) authorizing the Debtors to (a) enter into that certain Senior Secured Super-Priority Term Loan ~~Debtor-in-Possession~~ Debtor-in-Possession Credit Agreement, ~~in~~ substantially the form attached hereto as Exhibit A, among the DIP Borrower, the Debtor DIP

Guarantors, certain other direct and indirect subsidiaries of the DIP Borrower, as guarantors (the “Other DIP Guarantors,” and together with the Debtor DIP Guarantors, the “DIP Guarantors” and together with the Borrower, the “DIP Loan Parties”), the lenders party thereto (collectively in such capacities, the “DIP Lenders”), and Deutsche Bank AG New York Branch, as administrative agent and collateral agent (in such capacities, the “DIP Agent,” and, together with the DIP Lenders, the “DIP Secured Parties”) (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, in accordance with the terms thereof, the “DIP Loan Agreement”) with the funding of the DIP Loans to be coordinated by Deutsche Bank Securities, Inc. (in such capacity, the “DIP Funding Coordinator”); and together with ~~this~~the Interim Order, ~~the~~this Final Order, and all agreements, documents, fee letters,³ and instruments delivered or executed in connection therewith, and other guarantee and security documentation, collectively, the “DIP Loan Documents” (all such DIP Loan Documents to be consistent with the terms of the DIP term sheet, a copy of which is attached as Exhibit B to the Teuwen Declaration (as defined below) (such DIP term sheet, the “DIP Term Sheet”) and otherwise in form an substance acceptable to the DIP Agent, the Required DIP Lenders, and the Debtors); and (b) to perform such other and further acts as may be required in connection with the DIP Loan Documents;

³ Contemporaneously with the filing of the Motion (the “Seal Motion”), Debtors sought authorization to file a redacted version of that certain fee letter from the DIP Agent. *See Motion of Debtors for Entry of an Order (A) Authorizing the Debtors to (I) Redact Certain Information in that Certain Confidential Fee Letter Related to the Proposed Debtor-In-Possession Financing and (II) Direct that Fees Contained in Such Fee Letter Remain Redacted and (B) Granting Related Relief* [Docket No. 7]. To resolve an informal objection that the U.S. Trustee raised to the Seal Motion, the Debtors filed the Ross Supplemental Declaration (defined herein). ~~On August 30, 2022, the~~Substantially contemporaneously with the entering of the Interim Order, this Court granted the Seal Motion ~~[Docket No. [—]].~~

(iii) authorizing the Debtors to use the proceeds of the DIP Loans and the Prepetition Collateral (as defined below), including Cash Collateral (as defined below), in accordance with the Approved DIP Budget (as defined below) (subject to permitted variances set forth herein and in the DIP Loan Agreement) in form and substance acceptable to the “Required Lenders” (as defined in the DIP Loan Agreement, the “Required DIP Lenders”) for working capital and for other general corporate purposes of the Loan Parties and their direct and indirect subsidiaries, including for payment of any Adequate Protection Payments (as defined below) and reasonable and documented transaction costs, fees, and expenses incurred in connection with the Cases, including any transactions to be implemented through the Cases;

(iv) granting adequate protection to the Prepetition First Lien Secured Parties (as defined below) to the extent of any Diminution in Value (as defined below) of their interests in the Prepetition Collateral (as defined below);

(v) granting valid, enforceable, binding, non-avoidable, and fully perfected first priority priming liens on and senior security interests in substantially all of the property, assets, and other interests in property and assets of the Debtor DIP Loan Parties, whether such property is presently owned or after-acquired, and each Debtor’s estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined below), on the terms and conditions set forth herein and in the DIP Loan Documents, subject only to the (x) Carve Out (as defined below), Permitted Liens (as defined in the DIP Loan Agreement), and (y) other valid, perfected and unavoidable liens, if any, existing as of the Petition Date (or perfected after the Petition Date to the extent permitted

by section 546(b) of the Bankruptcy Code) (the “Prior Senior Liens”), in each case, that are senior in priority to the First Lien Loan Liens (as defined below);

(vi) granting superpriority administrative expense claims against each of the Debtor DIP Loan Parties’ estates to the DIP Agent and the DIP Lenders with respect to the DIP Obligations (as defined below) over any and all administrative expenses of any kind or nature subject and subordinate only to the payment of the Carve Out;

(vii) to the extent set forth herein, waiving the Debtors’ and the estates’ right to surcharge against the DIP Collateral and the Prepetition Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code;

(viii) to the extent set forth herein, for the “equities of the case” exception under Bankruptcy Code section 552(b) to not apply to either the Prepetition First Lien Secured Parties (as defined below) or the DIP Secured Parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable;

(ix) approving (a) the Backstop Fee payable in kind to the Backstop Parties (each as defined in the DIP Loan Agreement) and (b) the Exit Commitment Fee and Participation Fee (each as defined in the DIP Loan Agreement) payable in kind to the DIP Lenders, in each case ((a) and (b)) the payment in kind of which shall be in accordance with the terms and conditions, and subject to confirmation, of the *Joint Prepackaged Plan of Reorganization of Lumileds Holding B.V. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 24] (the “Prepackaged Plan”);

(x) pursuant to Bankruptcy Rule 4001, holding an interim hearing (the “Interim Hearing”) on the Motion before this Court to consider entry of ~~this~~the Interim Order, among other things, (1) authorizing Debtors to, on an interim basis, borrow from the DIP

Lenders a principal amount of up to \$175,000,000 in DIP Loans, (2) authorizing the Debtor DIP Guarantors to guaranty the DIP Obligations, (3) authorizing the Debtors' use of Prepetition Collateral (including Cash Collateral), (4) granting the adequate protection described in ~~this~~the Interim Order, and (5) authorizing the Debtors to execute and deliver the DIP Loan Documents to which they are a party and to perform their respective obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith; and

~~(xi) scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion and the entry of the Final Order, and approving the form of notice with respect to the Final Hearing; and~~

(xi) ~~(xii)~~ granting related relief.

This Court having considered the Motion, the exhibits thereto, the *Declaration of Johannes Paulus Teuwen, Chief Financial Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 21] (the "Teuwen Declaration"), the *Declaration of Johannes Paulus Teuwen, Chief Financial Officer of the Debtors, in Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protections, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*~~†~~ [Docket No. 5] (the "Teuwen DIP Declaration"), the *Declaration of Elliott Ross in Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protections, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*~~†~~ [Docket

No. 6], the *First Supplemental Declaration of Johannes Paulus Teuwen, Chief Financial Officer of the Debtors, in Support of the Cash Management, DIP, and All Trade Motions* [Docket No. 40], the *Supplemental Declaration of Elliot Ross in Support of the Motion of Debtors for Entry of Interim and Final Orders (A) Authorizing the Debtors to (I) Obtain Postpetition Financing and (II) Use Cash Collateral, (B) Granting (I) Liens and Superpriority Claims and (II) Adequate Protection to Prepetition Lenders* (the “Ross Supplemental Declaration”), (C) *Scheduling a Final Hearing, and (D) Granting Related Relief* [Docket No. 43], and the other evidence submitted or adduced and the arguments of counsel made at the Interim Hearing held pursuant to Bankruptcy Rule 4001(b)(2) on August 30, 2022 and the final hearing having been held on October 14, 2022 (the “Final Hearing”); and this Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the ~~interim~~-relief requested in the Motion ~~is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, 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 the Debtors’ entry into the DIP Loan Agreement and the other DIP Loan Documents is a sound and prudent exercise of the Debtors’ business judgment; and the Debtors having provided notice of the Motion as set forth in the Motion, and it appearing that no other or further notice of the Motion need be given; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

**BASED UPON THE RECORD ESTABLISHED AT THE INTERIM ~~HEARING~~AND
FINAL HEARINGS, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS
OF FACT AND CONCLUSIONS OF LAW:⁴**

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

A. Petition Date. On August 29, 2022 (the “Petition Date”), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York commencing these Cases.

B. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Cases.

C. Jurisdiction and Venue. The Court has jurisdiction over the Motion, these Cases, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York, dated January 31, 2012. Venue for these Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution.

D. Committee. As of the date hereof, no official committee of unsecured creditors has been appointed in these Cases pursuant to section 1102 of the Bankruptcy Code (any such committee, the “Committee”).

E. Interim Order. On August 31, 2022, the Court approved the Debtors’ entry into and performance under the DIP Loan Agreement on an interim basis and entered the Interim Order [Docket No. 73], pursuant to which the Debtors were authorized to borrow up to \$175,000,000 on an interim basis pursuant to the terms of the DIP Loan Agreement and the Interim Order.

F. ~~E.~~ Debtors' Stipulations. Without prejudice to the rights of parties in interest (other than the Debtors), including any Committee, as set forth in Paragraph 11 herein, and subject to the limitations thereon contained in Paragraphs 19 and 27 herein, the Debtors stipulate and agree that (collectively, Paragraphs E(i) through (v) below are referred to herein as the "Debtors' Stipulations"):

(i) First Lien Loans.

(a) Under that certain loan agreement dated as of June 30, 2017, by and among Bright Bidco B.V. (the "Borrower"), certain of the Debtors (the "Guarantors"), the lenders party thereto (collectively, the "Prepetition Lenders"), and Deutsche Bank AG New York Branch, as administrative agent and collateral agent (in such capacity, the "Prepetition Agent", and together with the Prepetition Lenders, the "Prepetition First Lien Secured Parties") (such credit agreement, as amended, restated, or otherwise modified from time to time, including by that certain Incremental Assumption and Amendment No. 1, dated as of August 10, 2017, the Incremental Assumption Agreement and Amendment No. 2, dated as of February 1, 2018, the Amended and Restated First Lien Credit Agreement, dated as of February 1, 2018, the 2018 Incremental Assumption Agreement and Amendment No. 3, dated as of May 31, 2018, the Amendment No. 4 to Credit Agreement, dated as of October 23, 2021, and the Amendment No. 5 to the Credit Agreement, Loan Document, Direction and Consent, dated as of August 28, 2022 (collectively, the "Prepetition Credit Agreement Amendments"), the "Prepetition Credit Agreement", and together with the other "Loan Documents" (as defined in the Prepetition Credit Agreement), the "Prepetition First Lien Loan Documents"), the Prepetition Lenders provided loans thereunder (the "First Lien Loans") in a total aggregate principal amount outstanding as of the Petition Date of not less than \$1,695,250,000, including (a) \$1,607,750,000 in principal

amount of Term Loans (as defined in the Prepetition Credit Agreement) and (b) \$87,500,000 of Revolving Facility Loans (as defined in the Prepetition Credit Agreement). In addition, as of the Petition Date, there ~~are~~were not less than \$12,113,150.92 of letters of credit that ~~have~~had been issued (but ~~remain~~remained undrawn) under the Prepetition Credit Agreement pursuant to a letter of credit sub-facility.

(b) As of the Petition Date, the Debtors were jointly and severally indebted to the Prepetition First Lien Secured Parties pursuant to the Prepetition First Lien Loan Documents, without defense, counterclaim, or offset of any kind, in an amount equal to the aggregate principal amount of the First Lien Loans *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, expenses (including any attorneys', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Obligations (as defined in the Prepetition Credit Agreement) owing under or in connection with the Prepetition First Lien Loan Documents (collectively, the "Prepetition First Lien Obligations").

(ii) First Lien Loan Collateral. In connection with the Prepetition Credit Agreement, the Debtors and the other Guarantors entered into various Security Documents (as defined in the Prepetition Credit Agreement, the "Security Documents") with the Prepetition Agent. Pursuant to the Security Documents and the other Prepetition First Lien Loan Documents, the Prepetition First Lien Obligations are secured by valid, binding, perfected, and enforceable first-priority security interests in and liens (the "First Lien Loan Liens") on the "Collateral" (the "Prepetition Collateral"), pursuant to, and as such term is defined in, the

Prepetition Credit Agreement, including substantially all of the Debtors' assets, except as, and to the extent, set forth in the Security Documents.

(iii) Cash Collateral. Any and all of the Debtors' cash, including cash and other amounts on deposit or maintained in any of the Debtors' accounts (other than the Factoring Accounts (as defined below)), and any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral existing as of the Petition Date, and the proceeds of any of the foregoing is the Prepetition First Lien Secured Parties' cash collateral within the meaning of Bankruptcy Code section 363(a) (the "Cash Collateral").

(iv) Bank Accounts. The Debtors acknowledge and agree that as of the Petition Date, none of the Debtors ~~maintain~~maintained any bank accounts other than the accounts listed in the exhibit attached to the ~~proposed~~interim order authorizing the Debtors to continue to use the Debtors' existing cash management system (the "Cash Management Order") [Docket No. 64].

(v) Validity, Perfection, and Priority of First Lien Loan Liens and Prepetition First Lien Obligations. Subject to the Challenge Period (as defined below), each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (A) the First Lien Loan Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral; (B) the First Lien Loan Liens are subject and subordinate only to Prior Senior Liens; (C) the Prepetition First Lien Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors; (D) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the First Lien Loan Liens or Prepetition First Lien Obligations exist, and no portion of the First Lien Loan Liens or Prepetition First Lien Obligations is subject to any challenge or defense including impairment,

set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, defense, counterclaims, cross-claims, or “claim” (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (E) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including “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 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), against the Prepetition Agent, the Prepetition First Lien Secured Parties, or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Prepetition First Lien Loan Documents, the Prepetition First Lien Obligations, or the First Lien Loan Liens, and all actions taken by the Prepetition Agent in connection with the First Lien Loans (including at the direction of Required Lenders (as defined in the Prepetition Credit Agreement)) prior to the Petition Date, including, without limitation, entry into the Prepetition Credit Agreement Amendments (the “Prepetition Agent Actions”) were authorized and valid.

G. ~~F.~~ *Findings Regarding the DIP Facility and Use of Cash Collateral.*

(i) The Debtors have an immediate need to obtain access to the DIP Facility and to use Cash Collateral (solely to the extent consistent with the Approved DIP Budget (subject to permitted variances as set forth in this Interim Order and the DIP Loan Documents)) to, among other things, (A) permit the orderly continuation of their businesses; (B) pay certain Adequate Protection Payments; and (C) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Loan Parties (including repaying or otherwise replacing the Receivables Factoring Facility to the extent Crédit Agricole fails to continue performing thereunder) and, subject to the Approved DIP Budget (subject to permitted variances set forth herein and in the DIP Loan Agreement) and other limitations to be reasonably agreed consistent with the operating needs of such subsidiaries, their direct and indirect subsidiaries. Specifically, the proceeds of the DIP Facility will provide the Debtors with the ability to fund day-to-day operations, meet administrative obligations during the Cases, preserve the value of their estates, and avoid liquidation in the absence of the DIP Facility. The DIP Facility will also reassure the Debtors' customers and employees that the Debtors will have access to additional liquidity to meet its commitments during the Cases. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors' going concern values and successful reorganization. The Debtors will not have sufficient sources of working capital and financing to operate their businesses in the ordinary course throughout the Cases and face the prospect of liquidation without access to the DIP Facility and the authorized use of Cash Collateral.

(ii) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Loan Documents and are unable to obtain unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtors also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code. Rather, the Debtors could only secure financing by granting to the DIP Secured Parties, subject to the Carve Out as provided for herein, the first priority priming DIP Liens (as defined below) and the DIP Superpriority Claims (as defined below) under the terms and conditions set forth in this **InterimFinal** Order and the DIP Loan Documents.

(iii) The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP Loan Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Loan Documents, all costs and fees, and all other obligations under the DIP Loan Documents (collectively, the "DIP Obligations") shall be deemed to have been extended by the DIP Secured Parties in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, and the DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this **InterimFinal** Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, and any liens or claims granted to, or payments made to, or payments made to, the DIP Agent or the DIP Lenders hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this **InterimFinal** Order shall be governed in all respects by the

original provisions of this ~~Interim~~Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

(iv) Adequate Protection. Each of the Prepetition First Lien Secured Parties are entitled, pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, for any diminution in the value thereof.

(v) Sections 506(c) and 552(b). In light of the Prepetition First Lien Secured Parties' agreement to subordinate their liens and superpriority claims to the DIP Obligations and the Carve Out and to permit the use of their Cash Collateral as set forth herein, the Prepetition First Lien Secured Parties are entitled to the rights and benefits of section 552(b) of the Bankruptcy Code and, upon entry of this Final Order, (i) a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code and (ii) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(vi) ~~(v)~~ Consent by Prepetition Agent. The Prepetition Agent (at the direction of the Required Lenders (as defined in the Prepetition Credit Agreement)), on behalf and for the benefit of each of the Prepetition First Lien Secured Parties, has consented to, conditioned on the entry of this ~~Interim~~Final Order, the Debtors' incurrence of the DIP Facility and proposed use of Cash Collateral on the terms and conditions set forth in this ~~Interim~~Final Order, and the terms of the adequate protection provided for in this ~~Interim~~Final Order, including, without limitation, that the Adequate Protection Liens and Adequate Protection Superpriority Claim are subject and subordinate to the Carve Out.

H. ~~G.~~ Good Cause Shown; Best Interest. Good cause has been shown for entry of this ~~Interim~~Final Order, and entry of this ~~Interim~~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 and enhance the Debtors' prospects for a successful reorganization. ~~Absent granting the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed.~~

I. ~~H.~~ Notice. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and the Local Rules, notice of the ~~Interim~~Final Hearing and the ~~emergency relief requested in the~~ Motion has been provided by the Debtors. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested ~~herein~~therein, and of the ~~Interim~~Final Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and applicable Local Rules.

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

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted on ~~an interim~~a final basis as set forth herein, and the use of Cash Collateral ~~on an interim basis~~ is authorized, subject to the terms of this ~~Interim~~Final Order.

2. Objections Overruled. Any objections, reservations of rights, or other statements with respect to entry of the ~~Interim~~Final Order, to the extent not withdrawn or resolved, are overruled on the merits. This ~~Interim~~Final Order shall become effective immediately upon its entry.

3. Authorization of the DIP Facility and the DIP Loan Documents.

(a) The Debtors ~~are hereby immediately~~were, upon entry of the Interim Order and, as confirmed by the Final Order, are authorized and empowered to enter into, and

execute and deliver, the DIP Loan Documents, and such additional documents, instruments, certificates and agreements as may be reasonably required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this ~~Interim~~Final Order and the DIP Loan Documents. To the extent not entered into as of the date hereof, the Debtor DIP Loan Parties and the DIP Secured Parties shall negotiate the DIP Loan Documents in good faith, and in all respects such DIP Loan Documents shall be consistent with the terms of the DIP Loan Agreement and otherwise acceptable to the Debtor DIP Loan Parties, the DIP Agent, and the Required DIP Lenders. Upon entry of this ~~Interim~~Final Order, the ~~Interim~~Final Order and other DIP Loan Documents (~~once-executed~~) shall govern and control the DIP Facility. The DIP Agent, the Debtors, and the DIP Lenders are hereby authorized to execute and enter into their respective obligations under the DIP Loan Documents, subject to the terms and conditions set forth therein and this ~~Interim~~Final Order. Upon execution and delivery thereof, the DIP Loan Documents shall constitute valid and binding obligations of the Debtor DIP Loan Parties enforceable in accordance with their terms. Until execution and delivery of the DIP Loan Agreement and other DIP Loan Documents required or reasonably requested by the DIP Secured Parties, the Debtor DIP Loan Parties and the DIP Secured Parties shall be bound by (x) the terms and conditions and other provisions set forth in the other executed DIP Loan Documents (including any fee letters and fronting agreements executed in connection with the DIP Facility) and (y) this ~~Interim~~Final Order and the other executed DIP Loan Documents (including any fee letters and fronting agreements executed in connection with the DIP Facility) shall govern and control the DIP Facility. To the extent there exists any conflict among the terms and conditions of the DIP Loan Documents, the Interim Order, and this ~~Interim~~Final Order, the terms and conditions of this ~~Interim~~Final Order shall govern and control.

(b) Upon entry of this ~~Interim~~Final Order, the DIP Borrower is hereby authorized to borrow, and the Debtor DIP Guarantors are hereby authorized to guaranty on the terms set forth in the DIP Loan Agreement and applicable DIP Loan Documents, ~~borrowings up to an aggregate principal amount of \$175,000,000 of DIP Loans, subject to and in accordance with this Interim Order,~~ without any further action by the Debtors or any other party, borrowings up to an aggregate principal amount of \$275,000,000 of DIP Loans subject to and in accordance with this Final Order.

(c) In accordance with the terms of this ~~Interim~~Final Order and the DIP Loan Documents, proceeds of the DIP Loans shall be used solely for the purposes permitted under the DIP Loan Documents and this ~~Interim~~Final Order, and in accordance with the Approved DIP Budget, subject to permitted variances as set forth in this ~~Interim~~Final Order and the DIP Loan Documents. Attached as Exhibit B heretoto the Interim Order and incorporated herein by reference is a DIP Budget (as defined below) prepared by the Debtors and approved by the Required DIP Lenders in accordance with Section 5.13 of the DIP Loan Agreement (the “Initial DIP Budget”).

(d) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted to the extent necessary to perform all acts and to make, execute, and deliver, and to cause the Other DIP Guarantors to make, execute and deliver, all instruments and documents (including, without limitation, the DIP Loan Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby, or the DIP Loan Agreement), and directed to pay all fees (including all amounts owed to the DIP Lenders, the DIP Funding Coordinator, and the DIP Agent under the DIP Loan Documents), including, for the avoidance of

doubt, all fees and expenses payable under any fee letters executed in connection with the DIP Facilities, which fee letters are hereby approved, without further notice or order of this Court, that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility, including, without limitation:

(1) the execution, delivery, and performance of the DIP Loan Documents, including, without limitation, the DIP Loan Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby;

(2) the execution, delivery, and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Loan Documents (in each case in accordance with the terms of the applicable DIP Loan Documents and in such form as the Debtors, the DIP Agent, and the Required DIP Lenders may agree), it being understood that no further approval of the Court shall be required for amendments, waivers, consents, or other modifications to and under the DIP Loan Documents or the DIP Obligations that do not shorten the maturity of the extensions of credit thereunder or modify the commitments or the rate of interest or other amounts payable thereunder;

(3) the payment to each of and/or on behalf of the DIP Secured Parties, as applicable, of all reasonable and documented fees, costs and expenses payable under the DIP Loan Documents, including all reasonable and documented fees, costs and expenses of (a) Gibson, Dunn & Crutcher LLP (as lead bankruptcy counsel to the DIP Lenders and the ad hoc group of the Prepetition Lenders (the "DIP/First Lien Group")), PJT Partners LP (as financial advisor to the DIP/First Lien Group), and Roland Berger LP (as consultants to the DIP/First Lien Group) (collectively, the "DIP/First Lien Lender

Advisors”), (b) Loyens & Loeff N.V. (as Dutch counsel to the DIP/First Lien Group) and up to one additional local counsel to the DIP/First Lien Group (collectively) per jurisdiction to the extent required in connection with the DIP Facility, DIP Loan Documents, and the Prepackaged Plan (such counsel, collectively, the “DIP/First Lien Foreign Counsel”), and (c) Davis Polk & Wardwell LLP (as counsel to the DIP Agent and Prepetition Agent) and up to one additional local counsel to the DIP Agent and Prepetition Agent (collectively) per jurisdiction to the extent required in connection with the DIP Facility, DIP Loan Documents, and the Prepackaged Plan (such counsel, collectively, the “DIP/First Lien Agent Counsel” and together with the DIP/First Lien Lender Advisors and the DIP/First Lien Foreign Counsel, the “DIP/First Lien Advisors”); provided that such fees and expenses shall not be subject to separate approval of the Court or the U.S. Trustee Guidelines, nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court; provided further that such fees and expenses incurred after the closing of the DIP Facility shall be invoiced to the Debtors on a monthly basis (in accordance with and subject to the Review Procedures (as defined below) provided by Paragraph 18 of this ~~Interim~~Final Order), and paid no sooner than ten (10) business days after notice ~~of this Interim~~ ~~Order~~thereof has been delivered to the United States Trustee provided that no objections to such fees are raised by the Debtors, the United States Trustee, or any official committee that the U.S. Trustee appoints in these cases; and

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

(e) ~~Upon entry of this Interim Order, such~~The DIP Loan Documents, the DIP Obligations, and the DIP Liens shall constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against each Debtor party thereto in accordance with their respective terms and the terms of this ~~Interim~~Final Order for all purposes during the Cases, any subsequently converted Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Loan Agreement, the other DIP Loan Documents, or this ~~Interim~~Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All payments or proceeds remitted (x) to or on behalf of the DIP Agent on behalf of any DIP Secured Parties or (y) to or on behalf of the Prepetition First Lien Secured Parties pursuant to the DIP Loan Documents, the provisions of this ~~Interim~~Final Order, or any subsequent order of this Court (in each case, in accordance with the terms of the DIP Loan Documents and this ~~Interim~~Final Order, including the Review Procedures set forth in Paragraph 18) shall be received free and clear of any claim, charge, assessment, or other liability arising out of or based on, directly or indirectly, section 506(c) or the “equities of the case” exception of section 552(b) of the Bankruptcy Code.

(f) The Debtor DIP Guarantors hereby are authorized and directed to, in accordance with the DIP Loan Documents, jointly, severally, and unconditionally guarantee, and

~~upon entry of this Interim Order~~ shall be deemed to have guaranteed, in full, all of the DIP Obligations of the DIP Borrower.

4. Budget and Variance Reporting. On or prior to 5:00 p.m. (Eastern Time) on the Thursday after the end of each four-week period following the Petition Date, the Debtors will deliver to the Prepetition Agent and the DIP/First Lien Lender Advisors an updated 13-week cash forecast in form and substance satisfactory to the Requisite DIP Lenders (together with the Initial DIP Budget, the “DIP Budget”), which shall specifically identify (a) any material amounts included in the updated DIP Budget and (b) any material amounts that were projected to be collected in the existing DIP Budget but were actually collected prior to the projected period.

On or before 5:00 p.m. (prevailing Eastern time) on the Wednesday after the end of each Test Period (as defined below), the Debtors shall deliver to the DIP Agent and the DIP/First Lien Lender Advisors a budget variance report/reconciliation, setting forth in reasonable detail: (A) actual cash receipts and operating cash disbursements on an aggregate basis for such immediately preceding week and for the applicable Test Period through and including the Friday immediately preceding the delivery date of such report, (B) the variance in dollar amounts of such actual receipts and operating cash disbursements for the immediately preceding week and the applicable Test Period, and (C) the liquidity of the Debtors as of the Friday immediately preceding the delivery date of such report (each such report, an “DIP Budget Variance Report”). The DIP Budget Variance Report shall include indications as to whether any material Reported Budget Variance (as defined below) reported therein is temporary or permanent and an explanation, in reasonable detail, for such material Reported Budget Variance.

The Debtors shall not permit the percentage variance (the “Reported Budget Variance”) with respect to the total actual cash disbursements for the applicable Test Period (on a

cumulative basis) in the then-current Approved DIP Budget to exceed 110% (the “Permitted Budget Variance”) of total projected cash disbursements for such Test Period (which shall include capital expenditures and amounts advanced to non-guarantor subsidiaries but shall exclude professional fees), as reported by the DIP Budget Variance Report; provided, however, that for the first Test Period of two full weeks following the Petition Date, the Permitted Budget Variance percentage shall be 120%, and for the second such Test Period of three full weeks following the Petition Date, such percentage shall be 115%.

For purposes of this ~~Interim~~Final Order: (y) “Test Periods” means the first full two-week and three-week periods following the Petition Date and each rolling four-week period thereafter, in each case, ending the Friday prior to delivery of the applicable DIP Budget Variance Report; and (z) “Approved DIP Budget” means the most recently delivered DIP Budget that (i) has been approved in writing by the Required DIP Lenders (email being sufficient) or (ii) has neither been approved nor rejected in writing by 5:00 p.m. (prevailing Eastern time) three (3) business days following delivery of such DIP Budget in accordance herewith; provided that in the event the conditions for the most recently delivered DIP Budget to constitute an “Approved DIP Budget” are not met as set forth herein, the prior Approved DIP Budget shall remain in full force and effect as the Approved DIP Budget. For the avoidance of doubt, the Initial DIP Budget shall constitute the first Approved DIP Budget.

5. Access to Records. The Debtors shall provide the DIP/First Lien Lender Advisors with all reporting and other information required to be provided to the DIP Agent under the DIP Loan Documents. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Loan Documents, upon reasonable notice to Debtors’ counsel (email being sufficient), at reasonable times during normal business hours, the Debtors

shall permit representatives, agents, and employees of the DIP Secured Parties to have reasonable access to (i) inspect the Debtors' assets, and (ii) all information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and the DIP Secured Parties shall be provided with access to all information they shall reasonably request, excluding any information for which confidentiality is owed to third parties, information subject to attorney client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law.

6. DIP Superpriority Claims. Pursuant Effective immediately upon entry of the Interim Order and on a final basis pursuant to this Final Order, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtor DIP Loan Parties' estates (the "DIP Superpriority Claims") (without the need to file any proof of claim) with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Debtor DIP Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall for the purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and which shall be payable from and have recourse to all prepetition and

postpetition property of the Debtor DIP Loan Parties and all proceeds thereof, including, without limitation, subject to entry of the Final Order, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of the Bankruptcy Code, if any (the “Avoidance Actions”), subject only to, and subordinated in all respects to, the payment of the Carve Out. Except as set forth in ~~this~~the Interim Order or ~~the~~this Final Order, no other superpriority claims shall be granted or allowed in these Cases.

7. DIP Liens. As security for the DIP Obligations, effective and perfected upon the date of ~~this~~the Interim Order and on a final basis pursuant to this Final Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Agent or any DIP Lender of, or over, any DIP Collateral (as defined below), the following security interests and liens are hereby granted by the Debtor DIP Loan Parties to the DIP Agent, for the benefit of the DIP Secured Parties (all property identified in clause (a) and (b) below being collectively referred to as the “DIP Collateral”), subject to (x) Liens permitted pursuant to the terms of the DIP Loan Agreement and other DIP Loan Documents (including Prior Senior Liens), (y) the Carve Out (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Lenders, pursuant to ~~this~~the Interim Order, this Final Order, and the DIP Loan Documents, the “DIP Liens”), and (z) any other applicable limitations in the DIP Loan Documents:

(a) First Priority Lien on Any Unencumbered Property. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically, and properly perfected first priority senior security interest in and lien upon all property of the Debtor DIP Loan Parties, whether existing on the

Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to a Prior Senior Lien (subject to the Carve Out); unencumbered cash of the Debtors (whether maintained with the DIP Agent or otherwise) and any investment of such cash, accounts, inventory, goods, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding capital stock of each subsidiary of a Debtor DIP Loan Party, other equity or ownership interests in or of any entity owned by a Debtor DIP Loan Party, money, investment property, intercompany claims, claims arising on account of transfers of value from a Debtor DIP Loan Party to (x) another Debtor or (y) a non-Debtor affiliate incurred on or following the Petition Date, causes of action, all products and proceeds of the foregoing, and, ~~subject to entry of the Final Order,~~ all proceeds and property recovered in respect of Avoidance Actions (collectively, the “Previously Unencumbered Property”). For the avoidance of doubt, neither the Previously Unencumbered Property nor DIP Collateral shall include (i) any receivables the Debtors have sold or in the future (to the extent Crédit Agricole continues to perform under the Receivables Factoring Agreement ~~postpetition~~) will sell to Crédit Agricole pursuant to the Receivables Factoring Agreement (the “Factoring Receivables”) or (ii) any bank accounts owned by the Debtors and dedicated to collecting payments on account of the Factoring Receivables for the benefit of Crédit Agricole (the “Factoring Accounts”). For the avoidance of doubt, in the event any Debtor sells any Factoring Receivable under the Receivables Factoring

Facility and such sale is otherwise permitted under the terms of the DIP Loan Documents, all DIP Liens and First Lien Adequate Protection Liens (as defined below) with respect to the Factoring Receivables shall be automatically and unconditionally released, and any sale proceeds thereof paid to the Debtors shall constitute DIP Collateral and shall not be released. For the avoidance of doubt, any lease of nonresidential real property that contains a provision that prohibits any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest or other collateral related thereto is hereby deemed excluded from the DIP Collateral (but not the proceeds thereof, if any), and no DIP Liens or any Adequate Protection Liens shall be granted on such lease or leasehold interest by any Debtor in accordance with the terms of the DIP Loan Agreement or this ~~Interim~~Final Order.

(b) Liens Priming the First Lien Loan Liens. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all property of the Debtor DIP Loan Parties that is subject to the First Lien Loan Liens (subject to the Carve Out), including, without limitation, the Prepetition Collateral and Cash Collateral; provided that such liens shall be immediately junior to any Prior Senior Liens other than the First Lien Loan Liens; provided, further, that, for the avoidance of doubt and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to ~~this~~the Interim Order and this Final Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

8. Adequate Protection for the Prepetition First Lien Secured Parties. Subject only to the Carve Out, the DIP Liens, the Prior Senior Liens, and the terms of this ~~Interim~~Final Order, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of

the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), solely for and equal in amount to the postpetition diminution in value of such interests (each such diminution, a “Diminution in Value”), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the Debtors’ use of the Prepetition Collateral (including Cash Collateral), and the imposition of the automatic stay, the Prepetition Agent, for the benefit of itself and the other Prepetition First Lien Secured Parties, is hereby granted the following (collectively, the “First Lien Adequate Protection Obligations”):

(a) First Lien Adequate Protection Liens. As security for and solely to the extent of any Diminution in Value, additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens on all of the DIP Collateral (together, the “First Lien Adequate Protection Liens”), without the necessity of the execution by the Debtors (or recordation or other filing), of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, and, upon entry of ~~the~~this Final Order, all proceeds or property recovered from Avoidance Actions. Subject to the terms of this ~~Interim~~Final Order, the First Lien Adequate Protection Liens shall be subordinate only to the (A) Carve Out, (B) the DIP Liens, and (C) Prior Senior Liens. The First Lien Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, 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).

(b) Adequate Protection Superpriority Claims. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code,

allowed administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any postpetition Diminution in Value (the “Adequate Protection Superpriority Claims”), but junior to the Carve Out and the DIP Superpriority Claims. Subject to the Carve Out and the DIP Superpriority Claims in all respects, the Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) ~~(subject to entry of the Final Order)~~, 507(a), 507(b), 546(d), 726, 1113 and 1114 of the Bankruptcy Code. The Prepetition First Lien Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Adequate Protection Superpriority Claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations have been indefeasibly paid in full, in cash, or satisfied in a manner otherwise agreed to by the Required DIP Lenders, in each case as provided in the DIP Loan Documents.

(c) First Lien Adequate Protection Payments. As further adequate protection, the Debtors are authorized and directed to pay, in accordance with the terms of Paragraph 17 of this ~~Interim~~Final Order, all reasonable and documented fees and expenses (the “Adequate Protection Fees”), whether incurred before or after the Petition Date, to the extent not duplicative of any fees and/or expenses paid pursuant to Paragraph 3(d)(3) hereof, of the DIP/First Lien Advisors; provided that the Adequate Protection Fees shall not be subject to separate approval of the Court or the U.S. Trustee Guidelines, nor shall any recipient of payment of Adequate Protection Fees be required to file with respect thereto any interim or final fee application with

the Court or otherwise seek the Court's approval of such payment; provided further that the Adequate Protection Fees incurred after the closing of the DIP Facility shall be invoiced to the Debtors on a monthly basis (in accordance with and subject to the Review Procedures (as defined below) provided by Paragraph 18 of this ~~Interim Order~~), ~~and paid no sooner than ten (10) business days after notice of this Interim Order has been delivered to the United States Trustee~~Final Order). The payments referenced in the prior sentence are collectively referred to herein as "Adequate Protection Payments." In addition, the Debtors are authorized and directed, as soon as reasonably practicable after the date on which the Debtors receive notice of a valid draw with respect to any letter of credit outstanding under the Prepetition Credit Agreement, to cash collateralize such letter of credit by depositing an amount equal to 100% of the amount for which a draw was made on such letter of credit with the Prepetition Agent (or its designee) as cash collateral to secure the Debtors' reimbursement obligations with respect to such letter of credit. The foregoing cash collateralization of letters of credit shall be effected pursuant to arrangements reasonably satisfactory to the applicable issuing bank, the Prepetition Agent and the Debtors.

(d) Right to Seek Additional Adequate Protection. This ~~Interim~~Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition First Lien Secured Parties to request further or alternative forms of adequate protection at any time or for any reason, including due to any extension of the Required Milestones or any failure to satisfy any of such Required Milestones, or the rights of the Debtors or any other party to contest such request.

9. Carve Out.

(a) Priority of Carve Out. Subject to the terms and conditions contained in this Paragraph 9, each of the DIP Facility, DIP Liens, DIP Superpriority Claims, Prepetition First Lien Obligations, First Lien Loan Liens, Adequate Protection Liens, and Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve Out. The Carve Out shall have such priority claims and liens over all assets of the Debtors, including any DIP Collateral and any Prepetition Collateral.

(b) Definition of Carve Out. As used in this ~~Interim~~Final Order, the “Carve Out” means the sum of (i) all fees required to be paid to the Clerk of the Bankruptcy 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 described in Paragraph 9(b)(iii) below), together with interest, if any, under section 3717 of title 31 of the United States Code; (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 described in Paragraph 9(b)(iii) below); (iii) to the extent allowed at any time, whether by interim order, final order, procedural order, final order, or otherwise, all unpaid reasonable 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 (the “Debtor Professionals”) and any 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 before or on the first business day following delivery by the DIP Agent of a Carve Out Trigger Notice (as defined below), whether allowed by this Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) after the date of delivery of the Carve Out Trigger Notice (the “Trigger Date”), Allowed

Professional Fees of Professional Persons in an aggregate amount not to exceed \$3,000,000 incurred after the first business day following delivery by the DIP Agent (at the direction of the Required DIP Lenders) of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, final order, procedural order, or otherwise (the sum of the amounts described in this Paragraph 9(b)(iv) being the “Post-Carve Out Trigger Notice Cap”). For the avoidance of doubt (and notwithstanding the Trigger Date), allowed transaction or success fees shall be included in the Carve Out to the extent earned by a Professional Person’s engagement letter as disclosed to and approved by the Required DIP Lenders, regardless of whether such transaction or success fees are allowed by this Court prior to or after delivery of a Carve Out Trigger Notice (defined below) (such allowed transaction or success fees, the “Allowed Transaction Fees”), and the Post-Carve Out Trigger Notice Cap shall be deemed increased by the sum of the Allowed Transaction Fees, *provided* that if any of the Cases convert to a case under chapter 7 of the Bankruptcy Code, such amounts will not be included in the Carve Out. For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP Agent (at the direction of the Required DIP Lenders) to the Debtors, their lead restructuring counsel, the United States Trustee, and counsel to the Creditors’ Committee (if any), which notice may be delivered only following the occurrence and during the continuation of an Event of Default (as defined in the DIP Loan Agreement) and acceleration of the DIP Obligations (including events of default resulting from defaults under the Interim Order or Final Order, as applicable), stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) Carve Out Reserve. Notwithstanding the occurrence of an Event of Default, the DIP Agent’s delivery (at the direction of the Required DIP Lenders) of a Carve Out

Trigger Notice shall constitute a demand by the DIP Agent, on behalf of the DIP Lenders, 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 sum of the amounts described in clauses (i), (ii) and (iii) of the definition of “Carve-Out” (including, without limitation, any then outstanding Allowed Professional Fees plus reasonably estimated fees and expenses not yet allowed for the period through and including the Trigger Date), which the Debtors shall deposit and hold in a segregated account (the “Pre-Carve Out Trigger Notice Reserve”) in trust to pay the obligations described in clauses (i), (ii) and (iii) of the definition of “Carve-Out” (the “Pre-Carve Out Trigger Notice Obligations”) prior to any other claims. Notwithstanding the occurrence of an Event of Default, the DIP Agent’s delivery (at the direction of the Required DIP Lenders) of a Carve Out Trigger Notice shall also constitute a demand by the DIP Agent, on behalf of the DIP Lenders, 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 Post-Carve Out Trigger Notice Cap, which the Debtors shall deposit and hold in a segregated account (the “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) in trust to pay the obligations described in clause (iv) of the definition of “Carve-Out” (including any Allowed Transaction Fees) (the “Post-Carve Out Trigger Notice Obligations”) prior to any other claims. To the extent the amount of any portion of the obligations benefitting from the Carve-Out is not known to the Debtors as of the Trigger Date, then the Debtors shall deposit such amount into the Pre-Carve Out Trigger Notice Reserve or Post-Carve Out Trigger Notice Reserve (as applicable) on the date such amount becomes known to the Debtors (and otherwise as soon as practicable thereafter). All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the Pre-Carve Out Trigger Notice Obligations,

but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Obligations, 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 DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments (as defined in the DIP Loan Agreement) have been terminated, in which case any such excess shall be paid to the Prepetition First Lien Secured Parties 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 Post-Carve Out Trigger Notice Obligations and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition First Lien Secured Parties in accordance with their rights and priorities as of the Petition Date.

Notwithstanding anything to the contrary in ~~this~~the Interim Order or this Final Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute DIP Loans or increase or reduce the DIP Obligations, (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 DIP Budget, Carve Out, Post-Carve Out Trigger Notice Cap, 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~~the Interim Order or this Final Order, the DIP Facility, or the Prepetition First Lien Documents, the Carve Out shall be senior to all liens and claims securing the DIP Facility, the Adequate Protection Liens, the Prepetition First Lien Obligations, the Adequate Protection Superiority Claims, any claims arising under section 507(b)

of the Bankruptcy Code, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition First Lien Obligations.

(d) Payment of Allowed Professional Fees Prior to the Trigger Date. Any payment or reimbursement made prior to the occurrence of the Trigger Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(e) No Direct Obligation to Pay Allowed Professional Fees. Except for funding the Carve Out Reserves as provided herein, none of the DIP Agent, DIP Lenders, or the Prepetition First Lien Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in ~~this~~the Interim Order, this Final Order, or otherwise shall be construed to obligate the DIP Agent, the DIP Lenders, or the Prepetition First Lien 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 Trigger Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be entitled to the other protections granted to the DIP Obligations under ~~this~~the Interim Order, this Final Order, the DIP Loan Documents, the Bankruptcy Code, and applicable law.

10. Reservation of Rights of the DIP Agent, DIP Lenders, and Prepetition First Lien Secured Parties. Subject in all cases to the Carve Out, notwithstanding any other provision in

~~this~~the Interim Order, this Final Order or the DIP Loan Documents to the contrary, the entry of this ~~Interim~~Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition First Lien Secured Parties to seek any other or supplemental relief in respect of the Debtors including the right to seek additional adequate protection for any reason, including due to any extension of the Required Milestones or any failure to satisfy any Required Milestones, at and following the Final Hearing; *provided* that any such further or different adequate protection shall at all times be subordinate and junior to the Carve Out and the claims and liens of the DIP Secured Parties granted under this ~~Interim~~Final Order and the DIP Loan Documents; (b) any of the rights of the DIP Secured Parties or the Prepetition First Lien Secured Parties under the DIP Loan Documents, the Prepetition First Lien Loan Documents, or the Bankruptcy Code or under non-bankruptcy law (as applicable) to, subject to the notice periods set forth therein, (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases, (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties or the Prepetition First Lien Secured Parties provided for herein. The delay in or failure of the DIP Secured Parties and/or the Prepetition First Lien Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Secured Parties' or the Prepetition First Lien Secured Parties' rights and remedies.

11. Reservation of Certain Committee and Third Party Rights and Bar of Challenges and Claims. Subject to the Challenge Period (as defined below), the stipulations, admissions,

waivers, and releases contained in this ~~Interim~~Final Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any of their respective successors in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, and waivers contained in this ~~Interim~~Final Order, including, ~~the~~ Debtors' Stipulations, shall be binding upon all other parties in interest, including any Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules seeking to avoid, object to, or otherwise challenge the findings or Debtors' Stipulations regarding (a) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition Agent and the Prepetition First Lien Secured Parties, (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition First Lien Obligations, or (c) the Prepetition Agent Actions (any such claim, a "Challenge"), in each case before the deadline to object to confirmation of the Prepackaged Plan, subject to further extension by written agreement of the Debtors and the Prepetition Agent (acting at the direction of the Required Lenders (as defined in the Prepetition Credit Agreement)) (the "Challenge Period" and the date of expiration of the Challenge Period being the "Challenge Period Termination Date"); *provided, however*, that if, prior to the end of the Challenge Period, (x) the Cases convert to chapter 7, or (y) if a chapter 11 trustee or Committee is appointed, then, in each such case, the Challenge Period (and therefore the Challenge Period Termination Date) shall be extended by the later of (A) the time remaining under the Challenge Period plus ten (10) days or (B) such other time as ordered by the Court solely with respect to any such chapter 7 or

chapter 11 trustee or Committee (as applicable), commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y). Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (a) any and all such Challenges by any party (including any Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Case) shall be deemed to be forever barred; (b) the Prepetition First Lien Obligations shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Debtors' Cases and any Successor Cases; (c) the First Lien Loan Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (d) all of the Debtors' stipulations and admissions contained in this **InterimFinal** Order, including the Debtors' Stipulations and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition First Lien Secured Parties' claims, liens, and interests contained in this **InterimFinal** Order shall be of full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases. If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and this **InterimFinal** Order and remains pending and the Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such adversary proceeding or contested matter on behalf of the Debtors' estates. Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and this **InterimFinal** Order, the stipulations and admissions contained in this

InterimFinal Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date and a final order is entered in favor of the plaintiff or movant (as applicable) sustaining such timely Challenge. Nothing in this **InterimFinal** Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in the Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation any challenges (including a Challenge) with respect to the Prepetition First Lien Loan Documents, the First Lien Loan Liens, and the Prepetition First Lien Obligations, and a separate order of the Court conferring such standing on any Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Committee or such other party-in-interest.

12. DIP Termination Date. On the DIP Termination Date (as defined below), consistent with the DIP Loan Agreement, unless otherwise ordered by the Court: (a) all DIP Obligations shall be immediately due and payable, all Commitments will terminate, and the Carve Out Reserves shall be immediately funded; (b) all authority hereunder to use Cash Collateral shall cease; *provided, however*, that during the Remedies Notice Period (as defined below), the Debtors may use Cash Collateral solely to fund the Carve Out and pay payroll and other expenses critical to the administration of the Debtors' estates strictly in accordance with the Approved DIP Budget, subject to such variances as permitted in the DIP Loan Agreement; and (c) the DIP Secured Parties shall be otherwise entitled to exercise rights and remedies under the DIP Loan Documents in accordance with this **InterimFinal** Order.

13. Events of Default. The occurrence of any of the following events, unless waived or amended by the Required DIP Lenders in accordance with the terms of the DIP Loan Documents, shall constitute an event of default (collectively, the “Events of Default”): (a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this ~~Interim~~Final Order, (b) the failure of the Debtors to comply with any of the Required Milestones (as defined below) or (c) the occurrence of an “Event of Default” under the DIP Loan Agreement.

14. Milestones. The Debtors’ failure to comply with those certain case milestones set forth in Section 5.14 of the DIP Loan Agreement (collectively, the “Required Milestones”) shall constitute an “Event of Default” in accordance with the terms of the DIP Loan Agreement.

15. Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this ~~Interim~~Final Order, including the Remedies Notice Period (defined below), (a) the DIP Agent (at the direction of the Required DIP Lenders) may declare (any such declaration shall be referred to herein as a “Termination Declaration”) (i) all DIP Obligations owing under the DIP Loan Documents to be immediately due and payable, (ii) the termination, reduction or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Facility, (iii) termination of the DIP Facility and the DIP Loan Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the Carve Out shall be triggered, through the delivery of the Carve Out Trigger Notice to the DIP Borrower and (b) subject to Paragraph 12(b), the DIP Agent (at the direction of

the Required DIP Lenders) may declare a termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral (the date on which a Termination Declaration is delivered, the “DIP Termination Date”). The Termination Declaration shall not be effective until notice has been provided by electronic mail (or other electronic means) to counsel to the Debtors, counsel to a Committee (if appointed), and the United States Trustee. The automatic stay in the Cases otherwise applicable to the DIP Agent, the DIP Lenders, and the Prepetition First Lien Secured Parties is hereby modified so that five (5) business days after the DIP Termination Date (the “Remedies Notice Period”) the DIP Agent (at the direction of the Required DIP Lenders) shall be entitled to exercise its rights and remedies in accordance with the DIP Loan Documents and this ~~Interim~~Final Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out. During the Remedies Notice Period, the Debtors, the Committee (if appointed), and/or any party in interest shall be entitled to seek an emergency hearing within the Remedies Notice Period with the Court for the sole purposes of (a) contesting whether an Event of Default has occurred or is continuing or (b) seeking authorization for the Debtors’ use of Cash Collateral. Unless the Court has determined that an Event of Default has not occurred and/or is not continuing or the Court orders otherwise, the automatic stay, as to the DIP Agent, shall automatically be terminated at the end of the Remedies Notice Period without further notice or order. Upon expiration of the Remedies Notice Period, the DIP Agent (at the direction of the Required DIP Lenders) shall be permitted to exercise all remedies set forth herein, in the DIP Loan Documents, and as otherwise available at law without further order of or application or motion to this Court consistent with this ~~Interim~~Final Order.

16. Limitation on Charging Expenses Against Collateral. No expenses of administration of the 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 (a) the DIP Collateral (except to the extent of the Carve Out), the DIP Agent, or the DIP Lenders or (b) the Prepetition Collateral (except to the extent of the Carve Out) or the Prepetition First Lien Secured Parties, in each case, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the DIP Agent (at the direction of the Required DIP Lenders) or the Prepetition First Lien Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent ~~or,~~ the DIP Lenders, or the Prepetition First Lien Secured Parties.

17. Use of Cash Collateral. The Debtors ~~are hereby~~ were, pursuant to the Interim Order, and continue to be hereunder, authorized to use all Cash Collateral of the Prepetition First Lien Secured Parties, but solely for the purposes set forth in ~~this~~ the Interim Order, this Final Order and the DIP Loan Documents, as applicable, and in accordance with the Approved DIP Budget (subject to permitted variances as set forth in this ~~Interim~~ Final Order and the DIP Loan Documents), including, without limitation, to make payments on account of the Adequate Protection Obligations provided for in this ~~Interim~~ Final Order, from the date of ~~this~~ the Interim Order through and including the date of termination of the DIP Loan Agreement, after giving effect to the Remedies Notice Period. Except on the terms and conditions of this ~~Interim~~ Final Order, the Debtors shall be enjoined and prohibited from at any time using the Cash Collateral.

18. Expenses and Indemnification.

(a) ~~The~~ Pursuant to the Interim Order (and as confirmed by the Final Order), the Debtors ~~are hereby~~ were authorized and directed to pay, ~~in accordance with this Interim Order,~~ the principal, interest, fees, payments, expenses, and other amounts described in

the DIP Loan Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, fronting, participation, closing, arrangement, or commitment payments (including the payable-in-kind Backstop Fee, Exit Commitment Fee, and Participation Fee (each as defined in the DIP Loan Agreement, and each in accordance with the terms and conditions, and subject to confirmation, of the Prepackaged Plan) and all payments and other amounts owed to the DIP Lenders), administrative agent's fees and collateral agent's fees (including all fees and other amounts owed to the DIP Agent under the DIP Loan Documents, including, without limitation, any fee letters), the DIP Funding Coordinator's fees and other amounts owed to the DIP Funding Coordinator under the DIP Loan Documents, and the reasonable and documented fees and disbursements of counsel and other professionals to the extent set forth in Paragraphs 3(d)(3) and 8(c) of ~~this~~the Interim Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this ~~Interim~~Final Order or the DIP Loan Documents. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on the Closing Date (as defined in the DIP Loan Documents) all reasonable and documented fees, costs, and expenses, including the fees and expenses of counsel to the DIP Lenders, the DIP Agent, the Prepetition Agent, the DIP/First Lien Group, and the DIP Funding Coordinator payable hereunder, incurred on or prior to the Petition Date without the need for any separate approval of the Court or notice to any party. All fees and other amounts payable pursuant to this Paragraph 18 shall be irrevocable and, upon payment thereof, shall not be subject to any contest, recoupment, reduction, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge under the Bankruptcy Code, applicable non-bankruptcy law, or otherwise.

(b) The Debtors shall be jointly and severally obligated to pay all fees and expenses described above, which obligations shall constitute DIP Obligations. On a monthly basis, the Debtors shall pay the reasonable and documented professional fees, expenses, and disbursements of professionals to the extent provided for in Paragraphs 3(d)(3) and 8(c) of this ~~Interim~~Final Order (collectively, the “Lender Professionals” and, each, a “Lender Professional”) no later than ten (10) business days ~~(the “Review Period”)~~ after the receipt by counsel for the Debtors, any Committee, or the U.S. Trustee of each of the invoices therefor (the “Invoiced Fees”) and without the necessity of filing formal fee applications or complying with the U.S. Trustee Guidelines, including such amounts arising before the Petition Date; provided that each DIP/First Lien Advisor shall provide copies of applicable Invoiced Fees to the U.S. Trustee and counsel to the Committee (if any), and any objections raised by the Debtors, the U.S. Trustee, or the Committee (if any) challenging the reasonableness of any portion of the Invoiced Fees (such portion, the “Disputed Invoiced Fees”) shall be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional or party within 10 business days of receipt (the “Review Period”) and, if after the Review Period an objection remains unresolved, such objection may be subject to resolution by the Court (the procedures set forth in this proviso, the “Review Procedures”). Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and such invoice summary shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or

protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, any Committee, or the U.S. Trustee⁵ may dispute the payment of any portion of the Invoiced Fees (the “Disputed Invoiced Fees”) if, within the Review Period, a Debtor, any Committee that may be appointed in these Cases, or the U.S. Trustee notifies the submitting party in writing setting forth the objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

(c) In addition, the Debtors will indemnify the DIP Lenders, the DIP Agent, the DIP Funding Coordinator, and their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an “Indemnified Person”) and hold them harmless from and against all costs, expenses (including but not limited to the reasonable and documented legal fees and expenses of (i) one counsel for the DIP Agent and the DIP Funding Coordinator, collectively, for

⁵ For the avoidance of doubt, the professional fees provided for in this **Interim**Final Order must be reasonable. Although the U.S. Trustee fee guidelines do not specifically apply, professionals shall submit time and expense detail entries to the U.S. Trustee, as well as any further information or back up documentation requested by the U.S. Trustee to determine the reasonableness of the invoiced amount. Invoices for such professional fees and expenses provided to any party other than the U.S. Trustee shall not be required to include any information subject to the attorney-client privilege, joint defense privilege, bank examiner privilege, or any information constituting attorney work product, and time and expense detail entries and other information provided solely to the U.S. Trustee shall be returned or destroyed after the U.S. Trustee has reviewed such material and any objections to the applicable professional fees and expenses have been resolved upon request of the applicable professional. Furthermore, the provision of invoices, time entries or other information pursuant to the terms hereof shall in no event constitute a waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine.

each relevant jurisdiction and (ii) one counsel for the DIP Lenders and their Indemnified Persons, collectively, for each relevant jurisdiction), and liabilities arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of its affiliates) that relates or is connected to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility; *provided* that no such person will be indemnified for costs, expenses, or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence, fraud, or willful misconduct of such person (or their related persons). No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby or in connection herewith, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence, fraud, or willful misconduct or breach of their obligations under the DIP Facility, and in no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

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

20. Section 507(b) Reservation. Subject to the Carve Out, 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 First Lien Secured Parties is insufficient to compensate for

any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Lien Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Lien Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

21. Insurance. In accordance with the DIP Loan Documents, until the DIP Obligations have been indefeasibly paid in full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date and shall name the DIP Agent as an additional insured and loss payee, as applicable, thereunder.

22. No Waiver for Failure to Seek Relief. The failure or delay of the DIP Agent or the Required DIP Lenders to exercise rights and remedies under this ~~Interim~~Final Order, the DIP Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

23. Perfection of the DIP Liens and Adequate Protection Liens.

(a) The DIP Agent and the Prepetition Agent are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder. Whether or not the DIP Agent or the Prepetition Agent shall (at the direction of the applicable required lenders) choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not, subject to the Challenge Period, subject to

challenge, dispute, or subordination as of the date of entry of ~~this~~the Interim Order. If the DIP Agent or the Prepetition Agent (at the direction of the applicable required lenders) determines to file or execute any financing statements, agreements, notice of liens, or similar instruments, the Debtors shall cooperate and assist in any such execution and/or filings as reasonably requested by the DIP Agent or the Prepetition Agent (at the direction of the applicable required lenders), and the automatic stay shall be modified to allow such filings. In addition, the Debtors shall cooperate and assist in obtaining and executing any financing statements, agreements, notice of liens, or similar instruments necessary to perfect security interests in collateral pledged by their non-Debtor affiliates pursuant to the DIP Documents.

(b) A certified copy of this ~~Interim~~Final Order may, at the direction of the DIP Agent or the applicable Required DIP Lenders, be filed with or recorded in filing or recording offices by the DIP Agent or the Prepetition Agent in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this ~~Interim~~Final Order for filing and recording; *provided, however*, that notwithstanding the date of any such filing, the date of such perfection shall be the date of ~~this~~the Interim Order.

24. Release. Subject to the rights and limitations set forth in Paragraph 11 of this ~~Interim~~Final Order, effective upon entry of this ~~Interim~~Final Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf (to the greatest extent permitted by law) of the Other DIP Guarantors, and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the DIP Secured Parties, the DIP Funding Coordinator, and the Prepetition First Lien Secured

Parties, and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, and predecessors in interest, each in their capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Obligations, the DIP Liens, the DIP Loan Documents, the Prepetition First Lien Obligations, the First Lien Loan Liens or the Prepetition First Lien Loan Documents, as applicable, 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, (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the DIP Secured Parties and the Prepetition First Lien Secured Parties, and (iv) with respect to the Prepetition Agent Actions; *provided* that nothing in this paragraph shall in any way limit or release the obligations of any DIP Secured Party under the DIP Loan Documents. Moreover, nothing in this ~~Interim~~Final Order, the other DIP Documents, the Prepetition First Lien Loan Documents or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Funding Coordinator and any DIP Secured Party or Prepetition Secured

Party any liability for any claims arising from the prepetition or postpetition activities of the Debtors in operation of their business, or in connection with their restructuring efforts.

25. Credit Bidding. The DIP Agent (at the direction of the Required DIP Lenders) and, subject to the provisions of the Prepetition Credit Agreement (as amended by Amendment No. 5 to the Prepetition Credit Agreement), the Prepetition Agent (at the direction of the Required Lenders (as defined in the Prepetition Credit Agreement)) shall have the right to credit bid (either directly or through one or more acquisition vehicles), up to the full amount of the underlying lenders' respective claims, including, for the avoidance of doubt, Adequate Protection Superpriority Claims, if any, in any sale of all or any portion of the Prepetition Collateral or the DIP Collateral including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan subject to confirmation under Bankruptcy Code section 1129(b)(2)(A)(ii)-(iii), by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, without need for further court order authorizing the same.

26. Preservation of Rights Granted Under this **InterimFinal** Order.

(a) Unless and until all DIP Obligations are indefeasibly paid in full, in cash, and all Commitments are terminated, the Prepetition First Lien Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition First Lien Loan Documents, the Interim Order, or this **InterimFinal** Order, or otherwise seek to exercise or enforce any rights or remedies against such DIP Collateral; and (ii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral, except as set forth in Paragraph 23 herein.

(b) If any or all of the provisions of this **InterimFinal** 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 DIP Obligations or First Lien Adequate Protection Obligations incurred prior to the actual receipt by each of the DIP Agent, the First Lien Agent, as applicable, of written notice of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the DIP Liens or the Adequate Protection Liens. In the event this **InterimFinal** Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the DIP Secured Parties or the Prepetition First Lien Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this **InterimFinal** Order shall be governed in all respects by the original provisions of this **InterimFinal** Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the DIP Secured Parties and the Prepetition First Lien Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits

afforded in section 364(e) of the Bankruptcy Code, this ~~Interim~~Final Order, and the DIP Documents.

(c) Unless and until all DIP Obligations, Prepetition First Lien Obligations, and Adequate Protection Payments are indefeasibly paid in full, in cash, and all Commitments are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Loan Documents or, if not provided for therein, with the prior written consent of the DIP Agent, the Required DIP Lenders, and the Prepetition Agent, (y) any modification, stay, vacatur, or amendment of this ~~Interim~~Final Order or (z) a priority claim for any administrative expense or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Cases, *pari passu* with or senior to the DIP Superpriority Claims or the Adequate Protection Superpriority Claims; (ii) except as permitted under the DIP Loan Documents (including the Carve Out) or this ~~Interim~~Final Order, any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens or the First Lien Loan Liens, as applicable; (iii) an order appointing a chapter 11 trustee in any of the Cases; or (iv) an order appointing an examiner with enlarged powers in any of the Cases.

(d) Notwithstanding any order dismissing any of the Cases entered at any time, (i) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to ~~this~~the Interim Order or this Final Order shall continue in full force and effect and shall maintain their priorities as provided in ~~this~~the Interim Order or this Final Order until all DIP

Obligations and Adequate Protection Payments are indefeasibly paid in full in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this **InterimFinal** Order, shall, notwithstanding such dismissal, remain binding on all parties in interest); and (ii) to the fullest extent permitted by law the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (i) above.

(e) Except as expressly provided in this **InterimFinal** Order or in the DIP Loan Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Agent, the DIP Lenders, and the Prepetition First Lien Secured Parties granted by the provisions of this **InterimFinal** Order and the DIP Loan Documents shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a chapter 11 plan in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this **InterimFinal** Order and the DIP Loan Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and

remedies of the DIP Secured Parties and the Prepetition First Lien Secured Parties granted by the provisions of this **InterimFinal** Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Payments are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the Required DIP Lenders and the DIP Agent).

(f) Other than as set forth in this **InterimFinal** Order or permitted under the DIP Loan Documents, neither the DIP Liens nor the Adequate Protection Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of the Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

27. Limitation on Use of DIP Facility Proceeds, DIP Collateral, and Cash Collateral.

Notwithstanding anything to the contrary set forth in this **InterimFinal** Order, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds thereof may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against any of the DIP Secured Parties or the Prepetition First Lien Secured Parties (each in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called

“lender liability” claims and causes of action, or seeking relief that would impair the rights and remedies of the DIP Secured Parties or the Prepetition First Lien Secured Parties (each in their capacities as such) under the DIP Loan Documents, the Prepetition First Lien Loan Documents, or this ~~Interim~~Final Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Committee appointed in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Secured Parties or the Prepetition First Lien Secured Parties to recover on the DIP Collateral or the Prepetition Collateral or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition Parties related to the DIP Obligations or the Prepetition First Lien Obligations; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition First Lien Obligations, or the DIP Agent’s, the DIP Lenders’, and the Prepetition First Lien Secured Parties’ liens or security interests in the DIP Collateral or Prepetition Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against the DIP Secured Parties or the Prepetition First Lien Secured Parties, or the DIP Agent’s, the DIP Lenders’, the Prepetition First Lien Secured Parties’ respective liens on or security interests in the DIP Collateral or the Prepetition Collateral that would impair the ability of any of the DIP Secured Parties or the Prepetition First Lien Secured Parties, as applicable, to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition First Lien Obligations, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims,

liens, or interests (including the First Lien Loan Liens) held by or on behalf of each of the Prepetition First Lien Secured Parties related to the Prepetition First Lien Obligations, or by or on behalf of the DIP Agent and the DIP Lenders related to the DIP Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the DIP Liens, the Prepetition First Lien Obligations, or the First Lien Loan Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens or any other rights or interests of the DIP Agent or the DIP Lenders related to the DIP Obligations or the DIP Liens, or (y) any of the First Lien Loan Liens or any other rights or interests of any of the Prepetition First Lien Secured Parties related to the Prepetition First Lien Obligations or the First Lien Loan Liens, *provided* that no more than \$50,000 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used by a Committee appointed in these Cases, if any, solely to investigate, within the Challenge Period (as defined herein), the claims, causes of action, adversary proceedings, or other litigation against the Prepetition First Lien Secured Parties solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including the First Lien Loan Liens) held by or on behalf of each of the Prepetition First Lien Secured Parties related to the Prepetition First Lien Obligations. Nothing contained in this Paragraph 27 shall prohibit the Debtors from responding or objecting to or complying with discovery requests of any Committee, in whatever form, made in connection with such investigation or the payment from the DIP Collateral (including Cash Collateral) of professional fees related thereto or from contesting or challenging whether a Termination Declaration has in fact occurred.

28. Receivables Factoring Facility. Notwithstanding anything herein to the contrary, nothing herein shall prohibit the Debtors from complying with their obligations under the Receivables Factoring Agreement, including any obligations of the Debtors with respect to (a) selling, assigning or otherwise transferring eligible receivables to Crédit Agricole pursuant to the Receivables Factoring Agreement and (b) granting security interests in the Factoring Receivables to the extent required by the Receivables Factoring Agreement.

29. Conditions Precedent. Except as provided for in the Carve Out, no DIP Lender shall have any obligation to make any DIP Loan under the respective DIP Loan Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Loan Documents have been satisfied in full or waived in accordance with such DIP Loan Documents.

30. Intercreditor and Subordination Agreements. Pursuant to section 510 of the Bankruptcy Code, any applicable intercreditor or subordination provisions contained in any of the Prepetition First Lien Loan Documents (i) shall remain in full force and effect and (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition First Lien Secured Parties and any applicable parties to the Loan Documents; *provided* that nothing in this **InterimFinal** Order shall be deemed to provide liens to any Prepetition First Lien Secured Party on any assets of the Debtors except as set forth herein.

31. Binding Effect; Successors and Assigns. The DIP Loan Documents and the provisions of this **InterimFinal** Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition First Lien Secured Parties, any Committee appointed in these Cases, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee

hereinafter appointed or elected for the estate of any of the Debtors, 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) and shall inure to the benefit of the DIP Secured Parties and the applicable Prepetition First Lien Secured Parties; *provided* that, except to the extent expressly set forth in this ~~Interim~~Final Order, the Prepetition First Lien Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Loan Agreement, a promissory note, or otherwise) or to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this ~~Interim~~Final Order or the DIP Loan Documents, the DIP Secured Parties and the Prepetition First Lien Secured Parties shall not (i) be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

32. Limitation of Liability. ~~Subject to entry of a Final Order, in~~In determining to make any loan under the DIP Loan Documents, permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to ~~this~~the Interim Order, this Final Order, or the DIP Loan Documents, the DIP Secured Parties and the Prepetition First Lien Secured Parties shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing

in ~~this~~the Interim Order, this Final Order, or in the DIP Loan Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders, or any Prepetition First Lien Secured Parties of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors.

33. No Requirement to File Claim for DIP Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the DIP Agent nor any DIP Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Loan Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Loan Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent's or any DIP Lender's rights, remedies, powers, or privileges under any of the DIP Loan Documents, this ~~Interim~~Final Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

34. No Requirement to File Claim for Prepetition First Lien Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code,

neither the Prepetition Agent nor any Prepetition First Lien Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the Prepetition First Lien Obligations; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition First Lien Loan Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the Prepetition Agent's or any Prepetition First Lien Lender's rights, remedies, powers, or privileges under any of the Prepetition First Lien Loan Documents, this ~~Interim~~Final Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

35. No Marshaling. The DIP Agent and the DIP Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this ~~Interim~~Final Order and the DIP Loan Documents notwithstanding any other agreement or provision to the contrary. The Prepetition First Lien 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.

36. Equities of the Case; Surcharge. The ~~DIP~~Prepetition First Lien Secured Parties shall each be entitled to all the rights and benefits of section 522(b) of the Bankruptcy Code, and, upon entry of the Final Order, the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition First Lien Secured Parties with respect to proceeds, product, offspring, or profits of any of the

Collateral (including the Prepetition Collateral). Moreover, the DIP Collateral and the Prepetition Collateral shall not be subject to surcharge, including under section 506(c) of the Bankruptcy Code.

~~37. Final Hearing. The Final Hearing on the Motion shall be held on September 22, 2022, at 2:00 p.m., prevailing Eastern time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern time, on September 15, 2022, and shall be served on: (a) the Debtors, Lumileds Holding B.V., 370 W. Trimble Road, San Jose, CA 95131, Attn: Jan Paul Teuwen (jan.paul.teuwen@lumileds.com); (b) proposed counsel to the Debtors, Latham & Watkins LLP 885 Third Avenue, New York, New York 10022, Attn: George Klidonas (george.klidonas@lw.com), Anupama Yerramalli (anu.yerramalli@lw.com), Liza L. Burton (liza.burton@lw.com), and Misha E. Ross (misha.ross@lw.com); (c) proposed special counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, Attn: Kenneth S. Ziman (KZiman@paulweiss.com), Elizabeth McColm (EMcColm@paulweiss.com), and David Carmona (DCarmona@paulweiss.com); (d) counsel to the DIP Lenders and the DIP/First Lien Group, Gibson, Dunn & Crutcher LLP, 200 Park Ave., New York, NY 10166, Attn: Scott J. Greenberg (SGreenberg@gibsondunn.com), Michael J. Cohen (MCohen@gibsondunn.com), and Keith R. Martorana (KMartorana@gibsondunn.com); (e) counsel to the DIP Agent and Prepetition Agent, 450 Lexington Avenue, New York, NY 10017; Attn: Darren Klein (Darren.klein@davispolk.com); Samuel Wagreich (Samuel.wagreich@davispolk.com) and Amber Leary (amber.leary@davispolk.com); (f) the United States Trustee, U.S. Department of Justice, Office of the U.S. Trustee, 201~~

~~Varick Street, Room 1006, New York, NY 10014, Attn: Andrea B. Schwartz, Esq.
(Andrea.B.Schwartz@usdoj.gov); and (g) counsel to any statutory committee appointed in
these chapter 11 cases. In the event no objections to entry of the Final Order on the
Motion are timely received, this Court may enter such Final Order without need for the
Final Hearing.~~

37. Chubb Reservation of Rights. For the avoidance of doubt, nothing in this
Final Order and any document related thereto, including the DIP Loan Documents, alters
or modifies the terms and conditions of any insurance policies or related agreements issued
by ACE American Insurance Company and Federal Insurance Company and each of their
affiliates and successors to the Debtors.

38. Effect of this ~~Interim~~Final Order. This ~~Interim~~Final Order shall constitute
findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect
and be enforceable immediately upon execution hereof.

39. Retention of Jurisdiction. The Court retains exclusive jurisdiction with respect to
all matters arising from or related to the implementation of this ~~Interim~~Final Order.

New York, New York

Dated: _____, 2022

THE HONORABLE LISA G.
BECKERMAN

UNITED STATES BANKRUPTCY JUDGE

Exhibit A

~~Form of~~ DIP Loan Agreement

| **Exhibit B**

| **Budget**

Summary report: Litera® Change-Pro for Word 10.14.0.46 Document comparison done on 10/12/2022 5:39:46 PM	
Style name: L&W without Moves	
Intelligent Table Comparison: Active	
Original filename: Lumileds - Proposed Interim DIP Order (Proposed Filing Version)-16415605-v23.docx	
Modified filename: Lumileds - Proposed Final DIP Order(136533085.1).docx	
Changes:	
Add	206
Delete	183
Move From	0
Move To	0
Table Insert	1
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	390