IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,[1]	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 22, 109**

SECOND INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING, AND (B) USE CASH COLLATERAL; (II) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS; (III) GRANTING ADEQUATE PROTECTION TO CERTAIN PREPETITION SECURED PARTIES; (IV) MODIFYING THE AUTOMATIC STAY; (V) SCHEDULING A FINAL HEARING; AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (each, a "Debtor" and collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of interim and final orders pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*. (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2002-1, 4001-1, 4001-2 and 9013 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Bankruptcy Rules"), seeking, among other things:

(i) authorization for Marelli North America, Inc., a Tennessee corporation, as borrower (the "New Money Borrower") and Marelli Holdings Co., Ltd., a Japanese corporation and an indirect parent of the New Money Borrower (the "Rollup

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://www.veritaglobal.net/Marelli. The location of Marelli Automotive Lighting USA LLC's principal place of business is 26555 Northwestern Highway, Southfield, Michigan 48033.

[2] Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or, the DIP Credit Agreements (as defined herein), as applicable.

Borrower," and together with the New Money Borrower, collectively and as applicable, the "Borrower"), to obtain, and certain other Debtors, as guarantors (each, a "Guarantor," and collectively, the "Guarantors" and, together with the Borrower, the "DIP Loan Parties"), to guarantee, on a joint and several basis, the Borrower's obligations under (1) a senior secured, superpriority, priming debtor-in-possession term loan facility (the "Senior DIP Facility") subject to the terms and conditions set forth in that certain First-Out Super-Senior Secured Superpriority Debtor-in-Possession Credit Agreement dated as of June 13, 2025 [Docket No. 165-1], as amended by that certain Amendment No. 1 to First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement, attached hereto as **Exhibit 1** ("Senior DIP First Amendment") (as further amended, restated, supplemented, or otherwise modified from time to time, the "Senior DIP Credit Agreement" and together with the "Loan Documents" (as defined in the Senior DIP Credit Agreement), the "Senior DIP Documents") by and among the New Money Borrower, the lenders party thereto from time to time (the "Senior DIP Lenders"), and GLAS USA LLC, as administrative agent and collateral agent, security trustee and joint and several creditor for the Senior DIP Secured Parties (in such capacities, together with any subagents, joint security agents, joint collateral agents or other similar appointees or designees thereof or of the Senior DIP Lenders, and its or their successors and assigns, the "Senior DIP Agent" and, collectively with the Senior DIP Lenders, the "Senior DIP Secured Parties"), and (2) a junior secured, superpriority, priming debtor-in-possession term loan facility (the "Junior DIP Facility," and, together with the Senior DIP Facility, the "DIP Facilities," and the commitments thereunder, collectively, the "DIP Commitments"), subject to the terms and conditions set forth in (A) that certain Junior Secured Superpriority Debtor-In-Possession Credit Agreement dated as of July 23, 2025 [Docket No. 329-1], as amended by that certain Amendment No. 1 to First-Out Junior Secured Superpriority Debtor-In-Possession Credit Agreement, attached hereto as **Exhibit 2** ("Junior DIP First Amendment") (as further amended, restated, supplemented, or otherwise modified from time to time, the "Junior DIP Credit Agreement" and, collectively with the Senior DIP Credit Agreement, the "DIP Credit Agreements", and the Junior DIP Credit Agreement together with the "Loan Documents" (as defined in the Junior DIP Credit Agreement), the "Junior DIP Documents") by and among the New Money Borrower, the Rollup Borrower, the lenders party thereto from time to time (the "Junior DIP Lenders," and collectively with the Senior DIP Lenders, the "DIP Lenders"), and GLAS USA LLC, as administrative agent and collateral agent, security trustee and joint and several creditor for the Junior DIP Secured Parties (in such capacities, together with any subagents, joint security agents, joint collateral agents or other similar appointees or designees thereof or of the Junior DIP Lenders, and its or their successors and assigns, the "Junior DIP Agent," and, collectively with the Senior DIP Agent, the "DIP Agents," and further, the Junior DIP Agent, collectively with the Junior DIP Lenders, the "Junior DIP Secured Parties"), (B) that certain Amended and Restated Tranche B and Tranche C Senior Secured Debtor-in-Possession Credit Facility Commitment Letter (as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Junior DIP

Commitment Letter") executed by certain of the Prepetition Senior Loan Secured Parties (as defined below) (each, in such capacity, a "Backstop Party," and collectively, the "Backstop Parties"), and (C) all agreements, documents, and instruments delivered or executed in connection with the Junior DIP Credit Agreement, including all schedules and exhibits attached thereto, in each case (other than clause (B)), as it pertains to the Junior DIP Facility, satisfactory in form and substance to the Debtors, GLAS USA LLC, and the "Required Lenders" under (and as defined in) the Junior DIP Credit Agreement (the "Junior Required DIP Lenders"; further, the "Required Lenders" under (and as defined in) the Senior DIP Credit Agreement are referred to herein as the "Senior Required DIP Lenders," and collectively with the Junior Required DIP Lenders, the "Required DIP Lenders") (such agreements, documents, and instruments, including, without limitation, guaranty agreements, the Junior DIP Credit Agreement, the Junior DIP Commitment Letter, and such similar agreements pertaining to the Junior DIP Facility, satisfactory in form and substance to the Debtors, and the Junior DIP Agent, and reasonably satisfactory to the Junior Required DIP Lenders, the "Junior DIP Documents," and collectively with the Senior DIP Documents, the "DIP Documents"), consisting of:

a. "new money" term loans denominated in USD in an aggregate principal amount of up to $1,106,921,720, consisting of (i) first-out super-senior "new money" term loans in an aggregate principal amount equal to $864,782,594 (the "Tranche A Loans") pursuant to the Senior DIP Credit Agreement, of which $518,869,557 was made available following entry of the first interim order [Docket No. 109] (the "First Interim Order") and satisfaction of the other applicable conditions set forth in the DIP Documents, and $345,913,037 ("Delayed Draw DIP Loans") shall be made available in two draws, with the first in the amount of up to $200,000,000 to be made available upon entry of this second interim order (this "Second Interim Order" and, together with the First Interim Order, the "Interim Orders"), of which $130,000,000 will be borrowed following entry of this Second Interim Order, and the second draw in the amount of $215,913,037 shall be made available upon entry of a final order (the "Final Order") and, in each case, satisfaction of the other applicable conditions set forth in the DIP Documents and (ii) second-out senior "new money" term loans in an aggregate principal amount equal to $242,139,126 (the "Tranche B Loans," and together with the Tranche A Loans, the "New Money DIP Loans," and the commitments to provide New Money DIP Loans pursuant to the terms of the DIP Documents, the "New Money Commitments") pursuant to the Junior DIP Credit Agreement, which shall be available in multiple draws (with up to three (3) draws) with the first draw available upon entry of the Final Order and satisfaction of the other applicable conditions set forth in the DIP Documents (the "Initial Tranche B Loan") and subsequent draws available thereafter (the "Delayed Draw Tranche B Loans") upon delivery of a borrowing notice with respect to any draw of Delayed Draw Tranche B Loans delivered to the Junior DIP Agent at least 5 business days prior to the initial requested borrowing date and at least 10 business days prior to any subsequent requested borrowing date; *provided*, that any portion of the Tranche B Loans not used or

projected to be used for disbursements to be incurred under the DIP Budget for the immediately succeeding four (4) week period after taking into consideration the DIP Loan Parties' projected liquidity available for such disbursements pursuant to such DIP Budget shall be placed into an escrow account to be opened in connection with the Junior DIP Facility (the "DIP Escrow Account") on terms acceptable to the Junior DIP Agent, the Backstop Parties and the applicable Borrower, and such amounts will be released to the New Money Borrower by the Junior DIP Agent to be used solely in accordance with the DIP Budget, subject to Permitted Variances (as defined below); and

b. upon entry of the Final Order, "roll-up" term loans in an aggregate amount equal to 47.5% of the Claims (which has the meaning ascribed to it in section 101(5) of the Bankruptcy Code) on account of the Prepetition Senior Loans (as defined herein), held (whether held directly or indirectly, including by participation, swap or other derivative transaction) by those certain Junior DIP Lenders that have committed to providing their pro rata portion of the Tranche B Loans and their respective designated affiliates, consisting of last out term loans denominated in EUR and JPY (the "Tranche C Loans" and, together with the New Money DIP Loans, the "DIP Loans" and such roll-up, the "Roll-Up"), as applicable, in the same currency as the corresponding Prepetition Senior Loans subject to the Roll-Up, subject to the terms and conditions set forth in the Junior DIP Documents and the Final Order (it being understood and agreed that such Roll-Up of Prepetition Senior Loans (i) is not and shall not be deemed a novation (*koukai)* or de facto loans (*jun-shohi taishaku)* under the Civil Code of Japan and (ii) does not constitute a repayment of the Prepetition Senior Loans); *provided* that any Backstop Party may designate a financial institution to be a "lender of record" with respect to the Tranche C Loans with respect to which Tranche C Loans such Backstop Party or affiliates retain the economic interests and voting.

(ii) authorization for the Debtors (a) to execute and enter into the DIP Documents; (b) to perform their respective obligations thereunder; and (c) to take all such other and further acts as may be necessary, appropriate, or desirable in connection therewith;

(iii) the granting to the DIP Agents, each for the benefit of itself and its respective DIP Lenders, allowed superpriority administrative expense claims in each of the Debtors' chapter 11 cases and any successor cases, including any chapter 7 cases, with respect to the DIP Facilities and all liabilities, obligations and indebtedness due or payable under the applicable DIP Documents and the Interim Orders (collectively, the "DIP Obligations"), subject to the priorities set forth herein, including the relative priorities set forth in the Lien/Claim Priorities Exhibit, and the DIP Documents;

(iv) the granting to the DIP Agents, each for the benefit of itself and its respective DIP Lenders, automatically perfected security interests in, and liens on, all of the DIP Collateral to secure the DIP Loans (including, for the avoidance of doubt, the

Tranche C Loans) and the DIP Obligations, subject only to the Carve Out (as defined below) and the terms and priorities set forth herein, including the relative priorities as set forth on **Exhibit 3** attached hereto (the "Lien/Claim Priorities Exhibit"), and the DIP Documents;

(v) authorization for the Debtors, subject to and pursuant to the terms and conditions set forth in the Interim Orders, to continue to (a) use Cash Collateral and (b) provide adequate protection on account of any Diminution in the Value (as defined herein) of the Prepetition Collateral, including Cash Collateral, as a consequence of the Debtors' use, sale, or lease of the Prepetition Collateral, including any Cash Collateral, the imposition of the automatic stay pursuant to Bankruptcy Code section 362, the Debtors' incurrence of debt under the DIP Documents, and the priming of certain Prepetition Liens (as defined below) by the DIP Liens granted by the DIP Credit Agreements and the other DIP Documents (including the Interim Orders), and any other basis consistent with Bankruptcy Code section 361 to certain Prepetition Secured Parties;

(vi) authorization for the Debtors to incur and pay, on the terms set forth in the Interim Orders and the DIP Documents, on a final and irrevocable basis, the principal, interest, premiums, fees, expenses, indemnities, and other amounts payable thereunder as such amounts become earned, due, and payable, including, without limitation, the Senior Exit Fee, the Senior Ticking Fee, OID, the Commitment Fee, the Structuring Fee, the Junior Exit Fee, the Backstop Commitment Premium, and the Ticking Fee (each as defined below), other agent fees, and the fees and disbursements of the DIP Agents' and DIP Lenders' attorneys, advisors, accountants, appraisers, bankers and other consultants, all and solely to the extent provided in, and in accordance with, the Interim Orders and the DIP Documents;

(vii) the waiver, subject to entry of the Final Order to the extent provided therein, of (i) the Debtors' and their estates' right to surcharge against the Prepetition Collateral pursuant to Bankruptcy Code section 506(c), (ii) the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or Prepetition Collateral, and (iii) the "equities of the case" exception under Bankruptcy Code section 552(b), each effective as of the Petition Date;

(viii) authorization for the DIP Agents and the DIP Lenders to exercise remedies under the DIP Documents on the terms described herein and therein upon the occurrence, and during the continuation of, a DIP Termination Event (as defined below);

(ix) modification of the automatic stay imposed by Bankruptcy Code section 362 to the extent necessary to implement and effectuate the terms of the Interim Orders;

(x) waiver of any applicable stay (including under Bankruptcy Code section 362 and Bankruptcy Rule 6004) and providing for immediate effectiveness of the Interim Orders; and

(xi) the scheduling of a final hearing (the "Final Hearing") to consider the relief requested in the Motion on a final basis and entry of the Final Order, and approval of the form of notice with respect to the Final Hearing.

This Court having considered the Motion, the exhibits attached thereto, the DIP Declarations, the First Day Declaration, the DIP Documents and the evidence submitted, and arguments of counsel made at, the interim hearing held by this Court on June 12, 2025 (the "First Interim Hearing"), the interim hearing held by this Court on July 24, 2025 (the "Second Interim Hearing" and, together with the First Interim Hearing, the "Interim Hearings"); and notice of the Motion and the Second Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014 and all applicable Local Bankruptcy Rules, and it appearing that no other or further notice is necessary; and the Court having entered the First Interim Order; and the Second Interim Hearing having been held and concluded; and all objections and reservations of rights, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled on the merits by this Court; 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 and performance with respect to the Senior DIP Credit Agreement, the Junior DIP Credit Agreement and the other DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARINGS, THIS COURT HEREBY MAKES THE FOLLOWING PRELIMINARY FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. Petition Date. On June 11, 2025 (the "Petition Date"), each of the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (this "Court").

B. Debtors in Possession. The Debtors are operating their businesses and properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee or examiner has been appointed in these Chapter 11 Cases.

C. Jurisdiction and Venue. This Court has jurisdiction over these Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. This Court's consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Committee. On June 25, 2025, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors [Docket No. 184] (the "Committee").[4]

E. Notice. Upon the record presented to this Court at the Interim Hearings, and under the exigent circumstances set forth therein, notice of the Motion and the relief requested thereby

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

[4] On July 2, 2025, the U.S. Trustee filed the *Amended Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 230].

and granted in this Second Interim Order has been provided in accordance with Bankruptcy Rules 4001(b) and 4001(c)(1) and Local Bankruptcy Rule 9013-1(m), which notice was appropriate under the circumstances and sufficient for the Motion. No other or further notice of the Motion or entry of this Second Interim Order is necessary or required.

F. Prepetition Secured Debt. Subject to the limitations thereon contained in paragraphs 24 and 25 of this Second Interim Order, the Debtors represent, admit, stipulate, acknowledge and agree as follows:

(i) Prepetition Emergency Loan Agreement

(a) Prior to the Petition Date, pursuant to that certain money consumption loan agreement, dated as of May 20, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Prepetition Emergency Loan Agreement"), by and among Marelli Holdings Co., Ltd., as borrower (the "Prepetition Emergency Loan Borrower," and, together with the Guarantors (as defined therein), the "Prepetition Emergency Loan Obligors"), the lenders party thereto (the "Prepetition Emergency Loan Lenders"), and Mizuho Bank, Ltd., as security agent and facility agent (in such capacities, the "Prepetition Emergency Loan Agent" and together with the Prepetition Emergency Loan Lenders, the "Prepetition Emergency Loan Secured Parties"), the Prepetition Emergency Loan Lenders provided a secured term loan facility (the "Prepetition Emergency Loan Facility" and the term loans thereunder, the "Prepetition Emergency Loans") to the Prepetition Emergency Loan Borrower.

(b) As of the Petition Date, the Prepetition Emergency Loan Obligors were jointly and severally indebted and liable, without defense, counterclaim, or offset of any kind, to the Prepetition Emergency Loan Lenders in respect of the Prepetition Emergency Loans in the aggregate principal amount of not less than ¥508 oku, plus accrued and unpaid interest thereon

and all other fees, costs, expenses, indemnification obligations, reimbursement obligations, charges, premiums, additional interest, other Loan Obligations (as defined in the Prepetition Emergency Loan Agreement) and any other obligations thereunder (the "Prepetition Emergency Loan Obligations").

(c) The Prepetition Emergency Loan Obligations are secured by duly perfected first priority security interests (to the extent required to satisfy the Prepetition Emergency Loan Secured Parties) (the "Prepetition Emergency Loan Liens") in the enumerated property and assets of the Prepetition Emergency Loan Obligors under the Prepetition Emergency Loan Agreement (the "Prepetition Emergency Loan Collateral") or are otherwise entitled to priority in payment pursuant to the Intercreditor Agreements (as defined herein).

(ii) Prepetition Senior Loan Agreement

(a) Prior to the Petition Date, pursuant to that certain Facility Agreement, dated as of March 23, 2017 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Prepetition Senior Loan Agreement"), by and among Marelli Holdings Co., Ltd., as borrower (the "Prepetition Senior Loan Borrower," and, together with the Guarantors, the "Prepetition Senior Loan Obligors"), Mizuho Bank, Ltd., as agent (in such capacity, the "Prepetition Senior Loan Agent" and together with the Prepetition Emergency Loan Agent, the "Prepetition Agents"), the lenders from time to time party thereto (collectively, the "Prepetition Senior Lenders" and together with the Prepetition Senior Loan Agent, the "Prepetition Senior Loan Secured Parties" and together with the Prepetition Emergency Loan Secured Parties, the "Prepetition Secured Parties"), the arrangers party thereto and KKR Capital Markets Japan Ltd., as the coordinator, the Prepetition Senior Lenders provided a secured term loan facility and

revolving credit facility (the "Prepetition Senior Loan Facility" and the term loans and revolving credit loans thereunder, the "Prepetition Senior Loans") to the Prepetition Senior Loan Borrower.

(b) As of the Petition Date, the Prepetition Senior Loan Obligors were jointly and severally indebted and liable, without defense, counterclaim, or offset of any kind, to the Prepetition Senior Lenders in respect of the Prepetition Senior Loans and the Loan Related Documents (as defined in the Prepetition Senior Loan Agreement) (collectively, the "Prepetition Senior Loan Documents" and together with the Prepetition Emergency Loan Agreement, the "Prepetition Secured Facilities Documents") in the aggregate principal amount of not less than ¥6,550 oku, plus accrued and unpaid interest thereon and all other fees, costs, expenses, indemnification obligations, reimbursement obligations, charges, premiums, additional interest, other Financial Indebtedness (as defined in the Prepetition Senior Loan Agreement) and any other obligations thereunder (the "Prepetition Senior Loan Obligations" and together with the Prepetition Emergency Loan Obligations, the "Prepetition Secured Obligations"). The Prepetition Senior Loan Obligations constitute legal, valid, binding, and non-avoidable obligations against each of the Prepetition Senior Loan Obligors and are not subject to any avoidance, recharacterization, effect, counterclaim, defense, offset, recoupment, subordination, other claim, cause of action, or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law, or otherwise. No payments or transfers made to or for the benefit of (or obligations incurred to or for the benefit of) the Prepetition Senior Loan Secured Parties by or on behalf of any of the Debtors prior to the Petition Date under or in connection with the Prepetition Senior Loan Documents are subject to avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action, or other challenge of any kind or nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.

(c) The Prepetition Senior Loan Obligations are secured by valid, binding, perfected, and enforceable liens on and security interests in (to the extent required to satisfy the Prepetition Senior Loan Secured Parties) (the "Prepetition Senior Loan Agreement Liens" and together with the Prepetition Emergency Loan Liens, the "Prepetition Liens") the enumerated property and assets of the Prepetition Senior Loan Obligors under the Prepetition Senior Loan Agreement (the "Prepetition Senior Loan Collateral" and together with the Prepetition Emergency Loan Collateral, the "Prepetition Collateral"). As of the Petition Date: (a) the Prepetition Senior Loan Agreement Liens were valid, binding, enforceable, non-avoidable, and properly perfected (to the extent required to satisfy the Prepetition Senior Loan Secured Parties), and were granted to, or for the benefit of, the Prepetition Senior Loan Secured Parties for fair consideration and reasonably equivalent value; (b) subject to the relative priorities described in the Intercreditor Agreements, the Prepetition Senior Loan Agreement Liens were senior in priority over any and all other liens on the Prepetition Senior Loan Collateral other than any lien over the assets of the Debtors senior by operation or law or otherwise expressly permitted to be senior by the Prepetition Secured Facilities Documents and solely to the extent such liens were valid, enforceable, non-avoidable and perfected liens in existence on the Petition Date, including valid liens in existence on the Petition Date that are perfected after the Petition Date as permitted by Bankruptcy Code section 546(b) (such permitted liens, the "Permitted Prior Liens"; for the avoidance of doubt, the Prepetition Liens are not Permitted Prior Liens); (c) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Senior Loan Agreement Liens or Prepetition Senior Loan Agreement Obligations exist, and no portion of the Prepetition Senior Loan Agreement Liens or Prepetition Senior Loan Agreement Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement,

recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (d) the Debtors and their estates have no claims, objections, challenges, causes of action, or choses in action (including claims and causes of action under Bankruptcy Code sections 502(d), 544, 545, 547, 548, and 550, or any other avoidance actions under the Bankruptcy Code), whether pursuant to federal law or applicable state law or applicable state law equivalents, or actions for recovery or disgorgement, against any of the Prepetition Senior Loan Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Prepetition Senior Loan Documents and the Prepetition Senior Loan Obligations; and (e) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Senior Loan Obligations, the priority of the applicable Debtors' obligations thereunder, and the validity, perfection, extent, and priority of the Prepetition Senior Loan Liens securing the Prepetition Senior Loan Obligations.

(iii) Intercreditor Agreements

(a) Pursuant to (i) that certain Inter-Creditor Agreement (Pre-DIP) dated as of April 8, 2022, by and among Marelli Holdings Co., Ltd. and the other parties thereto (as amended, restated, amended and restated, supplemented, substituted, replaced or otherwise modified from time to time, the "New Intercreditor Agreement") and (ii) that certain Intercreditor Agreement dated as of June 30, 2020, by and among Marelli Holdings Co., Ltd. and the other parties thereto (as amended, restated, amended and restated, supplemented substituted, replaced or otherwise modified from time to time, the "Old Intercreditor Agreement" and together with the New Intercreditor Agreement, the "Intercreditor Agreements"), the parties thereto have agreed, among other things and as more specifically set forth therein, on the relative respective rights, remedies, interests, obligations, priority, and positions of the Prepetition Emergency Loan Secured Parties,

on the one hand, and the Prepetition Senior Loan Secured Parties, on the other hand, with respect to the Prepetition Collateral.

(b) Pursuant to Bankruptcy Code section 510(a), the Intercreditor Agreements (i) shall remain in full force and effect, (ii) continue to govern the relative obligations, priorities, rights, and remedies of the Prepetition Secured Parties with respect to any shared or common Prepetition Collateral, and (iii) shall not be deemed to be amended, altered, or modified by the terms of the Interim Orders or the DIP Documents, except to the extent expressly set forth herein and therein, including the Lien/Claim Priorities Exhibit.

(iv) Cash Collateral. Certain of the Debtors' cash, including cash and other amounts on deposit or maintained in any account or accounts by the Debtors, existing as of the Petition Date, and certain 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, wherever located, is the Prepetition Secured Parties' cash collateral within the meaning of Bankruptcy Code section 363(a) (the "Cash Collateral"); *provided* that, for the avoidance of doubt, Cash Collateral shall only include cash in the Debtors' cash management accounts to the extent that the cash management accounts were subject to validly perfected liens and security interests as of the Petition Date.

(v) No Control. As of the Petition Date, none of the Prepetition Secured Parties control the Debtors or their properties or operations, have authority to determine the manner in which any Debtors' operations are conducted, or are control persons or insiders of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the Interim Orders, the DIP Facilities, the Prepetition Senior Loan Facility, or the Prepetition Emergency Loan Facility.

(vi) Credit Bidding. No Debtor, or Debtor's controlled affiliate, or successor to any of the foregoing, shall object to any DIP Lender's or any DIP Agent's right to credit bid up to the full amount of its DIP Obligations, and/or Adequate Protection Obligations (as defined herein), in each case including, without limitation, any accrued interest and expenses, in any sale or disposition of the DIP Collateral (a "363 Sale"), as applicable, whether such 363 Sale (as applicable) is effectuated through Bankruptcy Code section 363, under Bankruptcy Code sections 1123 and 1129, by a chapter 11 trustee, or otherwise.

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

(i) Good and sufficient cause has been shown for the entry of this Second Interim Order and for authorizing the Debtors to obtain financing pursuant to the DIP Documents, to use the Cash Collateral and to authorize the provision of adequate protection as a proper exercise of the Debtors' business judgment and to avoid immediate and irreparable loss or damage to the Debtors and the estates.

(ii) As set forth in the Motion, the DIP Declarations, and the First Day Declaration, the Debtors have an ongoing and immediate need to continue to use Cash Collateral and to obtain credit pursuant to the DIP Facilities, in order to, among other things: (a) pay transaction costs, fees, and expenses that are incurred in connection with the DIP Facilities; (b) fund working capital and general corporate purposes of the Debtors; (c) make adequate protection payments as set forth herein; and (d) fund (i) the administration of the Chapter 11 Cases, (ii) distributions pursuant to a plan of reorganization, if applicable, (iii) the wind-down of the Debtors' estates after the consummation of a 363 Sale, if applicable, and (iv) the Carve Out, in each case of the foregoing (other than funding the Carve Out) in accordance with the DIP Budget or as otherwise approved by the Required DIP Lenders in accordance with the DIP Documents.

The Debtors will not have sufficient sources of working capital to operate their businesses or maintain their properties in the ordinary course of business during these Chapter 11 Cases without the use of Cash Collateral and the extension of the DIP Facilities. Absent granting the relief set forth in this Second Interim Order, the Debtors' estates and their businesses will be irreparably harmed.

(iii) As set forth in the Motion, the DIP Declarations, and the First Day Declaration, the Debtors are unable to obtain postpetition financing or other financial accommodations on more favorable terms under the circumstances from sources other than the DIP Lenders pursuant to the terms and provisions of the DIP Credit Agreements and the other DIP Documents, and are unable to obtain satisfactory unsecured credit allowable under Bankruptcy Code section 503(b)(1). The Debtors are also unable to obtain secured credit with liens equal or junior to existing liens allowable under Bankruptcy Code sections 364(c)(2) or 364(c)(3) and, therefore, must grant, for the benefit of the DIP Lenders, liens that are priming or *pari passu* to the Prepetition Liens under Bankruptcy Code section 364(d)(1) and the DIP Superpriority Claims (as defined below) on the terms and conditions set forth in the Interim Orders and the DIP Documents, including the Lien/Claim Priorities Exhibit.

(iv) Subject to entry of the Final Order, without any further action by the Debtors or any other party, but subject to paragraphs 24 and 25 herein, certain Prepetition Senior Loans held by the Junior DIP Lenders and such Junior DIP Lender's designated affiliates shall automatically be deemed continued as Tranche C Loans and shall constitute Junior DIP Obligations by way of the Roll-Up; *provided, however*, that such Tranche C Loans shall accrue fees pursuant to the terms of the Junior DIP Credit Agreement beginning as of the date of entry of the Final Order. The Roll-Up, as provided for under the Junior DIP Facility and pursuant to the

Final Order, is appropriate because the Junior DIP Lenders would not have been willing to provide the Junior DIP Facility or extend postpetition credit in the form of Tranche B Loans to the Debtors thereunder without the inclusion of the Roll-Up within the Junior DIP Facility.

(v) Based upon the Motion, the First Day Declaration, the DIP Declarations, and the record presented to the Court at the Interim Hearings, the terms of the Senior DIP Credit Agreement, the Junior DIP Credit Agreement and the other DIP Documents, and the terms of the adequate protection granted to the Prepetition Secured Parties as provided in the Interim Orders, are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with the Debtors' fiduciary duties, and provide the Debtors reasonably equivalent value and fair consideration.

(vi) The Prepetition Secured Parties have not objected to (or, as applicable, have not been directed to object to), entry of this Second Interim Order, the Debtors' entry into the DIP Facilities, including the granting of priming liens and claims in connection therewith and the continued use of Cash Collateral, and certain Prepetition Secured Parties have consented to such relief on the terms and conditions set forth in the Interim Orders.

(vii) The DIP Facilities and the use of Prepetition Collateral (including Cash Collateral) to, among other things, fund the administration of the Debtors' estates, the continued operation of the Debtors' businesses, and the incurrence and payment of any Adequate Protection Obligations pursuant to the Interim Orders, the DIP Credit Agreements, and the other DIP Documents, have been negotiated in good faith and at arm's-length among the Debtors, the DIP Lenders, the DIP Agents (together with the DIP Lenders, the "DIP Secured Parties"), and certain Prepetition Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facilities, the DIP Credit Agreements and the other DIP

Documents, including, without limitation, all loans made to, and guarantees issued by, the Debtors pursuant to the DIP Credit Agreements and the other DIP Documents, and any DIP Obligations, shall be deemed to have been extended by the DIP Agents and the DIP Lenders, and their respective affiliates, in good faith, as that term is used in Bankruptcy Code section 364(e), and in express reliance upon the protections offered by Bankruptcy Code section 364(e), and the DIP Agents and the DIP Lenders (and their successors and assigns) shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that the First Interim Order, the Second Interim Order, or any provision contained therein or herein is vacated, reversed, or modified on appeal, reconsideration or remand.

H. Permitted Prior Liens; Continuation of Prepetition Liens. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice any rights of any party in interest, including, but not limited to, any of the Debtors, the DIP Secured Parties, the Prepetition Secured Parties, or the Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Prior Lien or other security interest (other than any Prepetition Lien). Subject to entry of the Final Order, and to the extent set forth therein, the right of a seller of goods to reclaim such goods under Bankruptcy Code section 546(c) is not a Permitted Prior Lien and is expressly subject and subordinate to the DIP Liens and the Adequate Protection Liens.

I. Sections 506(c) and 552(b). Subject to entry of the Final Order, and to the extent provided therein, the Debtors and the DIP Secured Parties have agreed, as a condition to the DIP Lenders extending postpetition financing to the Debtors under the DIP Facilities, a material inducement to the DIP Secured Parties to agree to provide the New Money DIP Loans and enter

into the DIP Facilities, and in exchange for (a) the DIP Secured Parties' willingness to provide the DIP Facilities to the extent set forth herein, (b) the DIP Agents' and the DIP Lenders' agreement to subordinate their DIP Liens and superpriority claims granted hereunder to the Carve Out, and (c) the consensual use of Cash Collateral consistent with the DIP Budget and the terms of the Interim Orders, each of the DIP Secured Parties and certain Prepetition Secured Parties have negotiated for, and the Debtors intend to seek, (1) a waiver of any equities of the case exceptions or claims under Bankruptcy Code section 552(b) and a waiver of unjust enrichment and similar equitable relief as set forth below, and (2) a waiver of the provisions of Bankruptcy Code section 506(c) subject to the terms hereof.

J. Immediate Entry. Good and sufficient cause exists for immediate entry of this Second Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). Consummation of the Senior DIP Facilities and the use of Cash Collateral in accordance with the Interim Orders, the DIP Credit Agreements, and the other DIP Documents is in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties.

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

IT IS HEREBY ORDERED THAT:

1. Motion Granted. The Motion was, by the First Interim Order, and hereby pursuant this Second Interim Order, granted on an interim basis to the extent set forth herein. The Debtors are authorized to borrow from the DIP Facilities on an interim basis, subject to the terms of the Interim Orders. The use of Cash Collateral on an interim basis was or is authorized subject to the terms of the First Interim Order and Second Interim Order, as applicable.

2. Objections Overruled. Any and all objections to this Second Interim Order, to the extent not withdrawn, waived, settled, or otherwise resolved, and all reservations of rights included therein, are hereby overruled on the merits; *provided*, that, for the avoidance of doubt, the foregoing shall not apply to *Mizuho Bank, Ltd.'s (I) Objection and Reservation of Rights with Respect to the DIP Motion and (II) Emergency Cross Motion for Adjournment of Final DIP Hearing* [Docket No. 300]. This Second Interim Order shall become effective immediately upon its entry.

3. Authorization of the DIP Facilities and the DIP Documents.

(a) The Debtors were, by the First Interim Order, and are, by this Second Interim Order, expressly authorized and directed to execute, enter into and perform all obligations under the DIP Credit Agreements and the other DIP Documents.

(b) Upon entry of the First Interim Order, the Debtors were immediately authorized, subject to the terms and conditions of the First Interim Order, the DIP Credit Agreements, and the other DIP Documents, to borrow up to an aggregate principal amount of $518,869,557 of Tranche A Loans pursuant to the Senior DIP Credit Agreement and to enter into the DIP Commitment Letter for $242,139,126 of the Tranche B Loans available upon entry of the Final Order; upon entry of this Second Interim Order, the Debtors are immediately authorized, subject to the terms and conditions of the Second Interim Order, the DIP Credit Agreements, and the other DIP Documents, to borrow an aggregate principal amount of $130,000,000 of Tranche A Loans pursuant to the Senior DIP Credit Agreement; and upon entry of the Interim Orders, the Debtors were, and are, as applicable, immediately authorized, to incur and pay the principal, interest, premium, fees (including the DIP Fees), indemnities, expenses and other amounts provided for in the DIP Credit Agreements, the other DIP Documents, and the Interim Orders,

pursuant to the terms and provisions thereof, subject to any limitations on availability or borrowing under the DIP Credit Agreements, the other DIP Documents, and the Interim Orders, which new money borrowings have been or shall be used for all purposes as permitted under the DIP Credit Agreements, the other DIP Documents, and the Interim Orders (including pursuant to the DIP Budget). Subject to entry of the Final Order, but subject to paragraphs 24 and 25 herein, without any further action by the Debtors or any other party, the Debtors shall be authorized and deemed to have continued the equivalent of approximately $1.1 billion of Prepetition Senior Loans held by the Junior DIP Lenders and their respective designated affiliates providing their pro rata portion of the Tranche B Loans as an equivalent amount of Tranche C Loans, which shall thereafter constitute Junior DIP Obligations and which shall accrue fees pursuant to the terms of the Junior DIP Credit Agreement beginning as of the date of entry of the Final Order, subject to the conditions set forth in the Junior DIP Credit Agreement, the other Junior DIP Documents, and the Final Order.

(c) In furtherance of the foregoing, and without further approval of this Court, the Debtors were or are authorized to perform all acts, to make, execute, and deliver all instruments, certificates, agreements, and documents (including, without limitation, the execution or recordation of guarantees, pledge agreements, security agreements, collateral agreements, trust agreements, security trustee / agent appointment agreements, powers of attorney, financing statements, and other similar documents) and to pay all fees, expenses and other amounts authorized by the DIP Credit Agreements, the other DIP Documents, and Interim Orders, appropriate or desirable for the Debtors' performance of their obligations under or related to the DIP Facilities, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Credit Agreements and the other DIP Documents and any collateral documents contemplated thereby;

(ii) the non-refundable and irrevocable payment to the DIP Agents and the DIP Lenders, as the case may be, of all premiums, fees and expenses, including the DIP Fees (which fees and expenses, in each case, were and were deemed to have been approved upon entry of the Interim Orders, and, whether or not the fees and expenses arose before or after the Petition Date, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law, or otherwise), and any amounts due (or that may become due) in respect of the indemnification and expense reimbursement obligations, in each case referred to in the DIP Credit Agreements or the other DIP Documents with respect to those indemnified and/or reimbursable parties specifically set forth therein, including (A) a structuring fee earned upon entry of the First Interim Order and due and payable to those certain Senior DIP Lenders funding the Tranche A Loans upon the initial funding of such Tranche A Loans (the "Structuring Fee"),[5] (B) an exit fee in an amount equal to 2.00% of the principal amount of the Tranche A Loans, payable in cash, earned upon entry of the First Interim Order and due and payable to the Senior DIP Lenders upon any voluntary or mandatory prepayments, cancellation of the commitments with respect to any Tranche A Loans, refinancing, acceleration, maturity, or any other satisfaction (in whole or in part) of the Tranche A Loans, and calculated by reference to the original principal amount of the Tranche A Loans so repaid, prepaid,

[5] The Debtors are authorized and directed to perform under that certain Tranche A Lender Fee Letter substantially in the form filed under seal [Docket No. 120], including with respect to the payment of the Structuring Fee.

or the commitments with respect to any Tranche A Loans which are cancelled (the "Senior Exit Fee"), (C) commencing on the Closing Date (as defined in the Senior DIP Credit Agreement), an unused ticking fee of 8.00% per annum of the aggregate unfunded commitments in respect of the Delayed Draw DIP Loans to be paid in cash to the Senior DIP Lenders with Delayed Draw DIP Loan commitments monthly in arrears on the first business day of each month (the "Senior Ticking Fee"), (D) original issue discount issued at 0.50% ("OID"), (E) a commitment fee in the amount of 4.00% of the New Money Commitments with respect to the Tranche B Loans in effect as of the date of the Junior DIP Commitment Letter, earned upon entry of the First Interim Order, and due and payable in kind as additional Tranche B Loans on a pro rata basis to the Junior DIP Lenders funding the Tranche B Loans upon funding of the Initial Tranche B Loans (the "Commitment Fee"), (F) an exit fee in an amount equal to 2.00% of the principal amount of the Tranche B Loans earned upon entry of the First Interim Order and due and payable to the Junior DIP Lenders upon any voluntary or mandatory prepayments, cancellation of the commitments with respect to any Tranche B Loans, refinancing, acceleration, maturity, or any other satisfaction (in whole or in part) of the Tranche B Loans, and calculated by reference to the original principal amount of the Tranche B Loans so repaid, prepaid, or the commitments with respect to which are cancelled (the "Tranche B Junior Exit Fee"); *provided*, that such Tranche B Junior Exit Fee shall be payable in cash to the extent such Tranche B Loans are required to be repaid or repaid in cash (whether as a result of refinancing, prepayments, acceleration or a reduction in Tranche B Loan commitments) and, otherwise, shall be payable in kind as additional Tranche B Loans, (G) a backstop premium equal to 5.00% of the New Money Commitment with respect to the Tranche B Loans committed by the Backstop Parties pursuant to the terms of the Junior DIP Commitment Letter, earned upon entry of the First Interim Order and due and payable in kind as additional Tranche B Loans to the

Backstop Parties upon the initial funding of the Tranche B Loans (the "Backstop Commitment Premium"), (H) an unused ticking fee of 3.00% per annum commencing on the Closing Date, in each case, of the aggregate unfunded commitments with respect to the Tranche B Loans, paid in kind to the DIP Lenders funding the Tranche B Loans monthly in arrears on the first day of each such month (the "Ticking Fee") (I) upon any voluntary or mandatory prepayments, cancellation of the commitments with respect to any Tranche C Loans, refinancing, acceleration, maturity, or any other satisfaction (in whole or in part) of the Tranche C Loans, an amount equal to (x) the applicable base rate and applicable margin set forth in the Junior DIP Credit Agreement with respect thereto, in each case, calculated from the effective date of the Roll-Up to the date of such prepayment or repayment, as if amounts in respect to the applicable base rate, plus the applicable margin, had been accruing on the outstanding principal amount of the Tranche C Loans and capitalized on a monthly basis, plus (y) to the extent any Event of Default (as defined in the Junior DIP Credit Agreement) occurred from the Roll-Up Effective Date to the date of such prepayment or repayment, an amount equal to 2.00% per annum on the principal amount of the Tranche C Loans with respect to the period for which any such Event of Default(s) occurred and were continuing (the "Tranche C Junior Exit Fee" and together with the Tranche B Junior Exit Fee, collectively, the "Junior Exit Fee", and together with the Structuring Fee, Senior Exit Fee, Senior Ticking Fee, OID, Commitment Fee, Backstop Commitment Premium, and the Ticking Fee, the "DIP Fees"), (J) with respect to the DIP Secured Parties, any applicable premium and all reasonable and documented costs and expenses as may become due from time to time under the DIP Credit Agreements, the other DIP Documents, and the Interim Orders, including fees and expenses of counsel, financial advisors, and other professionals retained by the DIP Agents and the DIP Lenders (to the extent provided by the DIP Documents), and the other fees and expenses

of other professionals as specifically provided for in the DIP Credit Agreements, the other DIP Documents, and the Interim Orders, subject to paragraph 23 below;

(iii) the granting of all liens and claims with respect to, and the making of any payments in respect of, the Adequate Protection Obligations to the extent provided for in the Interim Orders; and

(iv) the performance of all other acts necessary, appropriate, or desirable under, or in connection with, the DIP Credit Agreements and the other DIP Documents.

4. DIP Obligations. Upon execution and delivery of the DIP Documents, the DIP Documents shall constitute legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the Interim Orders, the DIP Credit Agreements, and the other DIP Documents, against the Debtors and their estates and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing. The DIP Obligations shall be due and payable, without notice or demand, and the use of Cash Collateral shall cease on the Termination Declaration Date (as defined below) or the occurrence of any event or condition set forth in paragraph 17 of this Second Interim Order (subject to the remedies procedures outlined in paragraph 18 herein); *provided*, *however*, that the Debtors may utilize Cash Collateral during the Termination Notice Period (as defined below) in amounts not to exceed the DIP Budget pending a hearing. Except as permitted by the Interim Orders, no authorized obligation, payment, transfer, or grant of security under the Interim Orders or under the DIP Credit Agreements or the other DIP Documents to the DIP Agents and/or the DIP Lenders shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under applicable law (including, without

limitation, under Bankruptcy Code sections 502(d), 544, 545, and 547 to 550, or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or challenge, whether under the Bankruptcy Code or any other applicable law or regulation by any person or entity for any reason.

5. DIP Liens. Subject and subordinate to the Carve Out and to the exceptions set forth in the DIP Documents, and at all times subject to the relative rank and priorities set forth in the Lien/Claim Priorities Exhibit and this paragraph 5, effective and automatically perfected upon entry of the First Interim Order, the DIP Obligations shall be secured by valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically and properly perfected liens on, and security interests in (such liens and security interests granted (i) with respect to the Senior DIP Facility and the Tranche A Loans thereunder, the "Tranche A DIP Liens," to the Senior DIP Agent for the benefit of the Senior DIP Secured Parties, (ii) (a) with respect to the Junior DIP Facility and the Tranche B Loans thereunder, the "Tranche B DIP Liens," and (b) with respect to the Junior DIP Facility and the Tranche C Loans thereunder, the "Tranche C DIP Liens," in each case to the Junior DIP Agent for the benefit of the Junior DIP Secured Parties, and together with the Tranche A DIP Liens and the Tranche B DIP Liens, collectively, the "DIP Liens") all assets (whether tangible, intangible, real, personal, or mixed) of the Debtors (and their bankruptcy estates) of any nature whatsoever and wherever located, whether first arising prior to or following the Petition Date (including the Prepetition Collateral), now owned or hereafter acquired, including, without limitation, all accounts, chattel paper, claims and causes of action (other than Avoidance Actions

(as defined below)), commercial tort claims, deposit accounts, documents, equipment, general intangibles (including, without limitation, payment intangibles and software), goods (including, without limitation, fixtures), instruments, intellectual property, inventory, investment property (including, without limitation, all securities (whether certificated or uncertificated), security entitlements and commodity contracts), money, cash, cash equivalents, and all deposit accounts, securities accounts, commodities accounts, lockboxes and all other demand, deposit, time, savings cash management, passbook and similar accounts, together with all money, cash, securities, instruments and other investment property on deposit from time to time therein, letters of credit, letter-of-credit rights, and other supporting obligations, real property, books and records, and to the extent not otherwise included, all substitutions, replacements, accessions, products, and other proceeds and products (whether tangible or intangible and including, without limitation, insurance proceeds (including, without limitation, all proceeds from any directors'/officers' liability insurance policies), indemnity, warranty, licenses, royalties, income, payments, claims, damages, and proceeds of suit) of any and all of the foregoing, and all collateral security and guarantees given by any person with respect to any of the foregoing, the right, title, or interest in any capital stock, investment property, partnership, membership, or other equity or similar interests in any entity (whether or not such entity is a Debtor), including all capital stock, securities accounts, investment property, partnership, and membership, other equity or similar interests (and including all rights, beneficial interests, causes of action, and choses of action related thereto) of the Debtors, whether existing as of the Petition Date or after acquired (all such property, excluding the Excluded Assets under (and as defined in) the DIP Documents, the "DIP Collateral"); *provided*, *however*, that DIP Collateral shall, subject to entry of the Final Order, also include the proceeds or property recovered, unencumbered or otherwise, of any claims and causes of action under Bankruptcy Code

sections 502(d), 544, 545, 547, 548, 549, and 550 ("Avoidance Actions" and, such proceeds, the "Avoidance Proceeds"); *provided, further,* that solely with respect to the DIP Obligations in respect of the Tranche C Loans, the DIP Collateral shall not include Avoidance Proceeds. The DIP Liens will otherwise have the following priorities (subject to paragraph 33 hereof):

(a) *First Priority Liens on Unencumbered Property*. Pursuant to Bankruptcy Code section 364(c)(2), subject and subordinate to the Carve Out, a valid, binding, continuing, enforceable, fully-perfected, first-priority senior security interest in and lien upon all of the DIP Collateral, including, without limitation, all prepetition and postpetition property of the Debtors, whether existing on the Petition Date or thereafter created, acquired, or arising, and wherever located, that, on or as of the Petition Date, is not subject to Prepetition Liens or any other valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) and including, upon entry of a Final Order to the extent provided therein, Avoidance Proceeds (collectively, the "Previously Unencumbered Property") subject and subordinate only to the Carve Out and subject to the priorities set forth in the Lien/Claim Priorities Exhibit;

(b) *Priming Liens*. Pursuant to Bankruptcy Code section 364(d)(1), a valid, binding, continuing, enforceable, fully perfected, first-priority priming security interest and lien (the "Priming Liens") on all DIP Collateral (including Emergency Loan Collateral and Prepetition Senior Loan Collateral) that does not constitute Previously Unencumbered Property, whether in existence on the Petition Date or thereafter created, acquired, or arising, and wherever located, to the extent that such DIP Collateral is subject to any of the Prepetition Liens, subject and subordinate only to the Carve Out and to Permitted Prior Liens, and as to the Carve Out Reserves. The Priming Liens shall prime and be senior in all respects to the liens and security interests in

such property of the Prepetition Secured Parties with respect to the Prepetition Emergency Loan Agreement and the Prepetition Senior Loan Agreement (including, without limitation, the Prepetition Liens, the Adequate Protection Liens granted under the Interim Orders and any purported prepetition liens (the "Primed Liens")). Notwithstanding anything herein to the contrary, the Priming Liens shall be (i) subject and junior to the Permitted Prior Liens and, except in accordance with the Carve Out, will have no recourse to the Carve Out Reserves, or the funds therein (in all cases, for the avoidance of doubt, subject and subordinate to the Carve Out) in all respects, (ii) senior in all respects to the Primed Liens (including, without limitation, the Prepetition Liens and the Adequate Protection Liens), and (iii) subject to the priorities set forth in the Lien/Claim Priorities Exhibit.

(c) *No Senior Liens*. Except to the extent permitted under the Interim Orders, the DIP Liens shall not be made subject or subordinate to or made *pari passu* with (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under Bankruptcy Code section 551, (ii) any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Loan Parties, (iii) any intercompany or affiliate claim, lien or security interest of the DIP Loan Parties or their affiliates, or (iv) any other lien, security interest or claim arising under Bankruptcy Code section 363 or 364 granted on or after the date that the First Interim Order was entered.

6. DIP Superpriority Claims. Pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against the Debtors on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the Debtors, now existing or hereafter arising, of any kind

whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims ("Administrative Expense Claims") arising under or ordered pursuant to Bankruptcy Code sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c) (subject to entry of the Final Order to the extent set forth therein), 507(a), 507(b), 726, 1113, or 1114 (including the Adequate Protection Obligations), 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 (with respect to the DIP Obligations under the Senior DIP Facility, the "Tranche A DIP Superpriority Claims," and with respect to the DIP Obligations under the Junior DIP Facility, the "Tranche B DIP Superpriority Claims" or the "Tranche C DIP Superpriority Claims," as applicable, and collectively, the "DIP Superpriority Claims") shall, for purposes of Bankruptcy Code section 1129(a)(9)(A), be considered administrative expenses allowed under Bankruptcy Code section 503(b), and which DIP Superpriority Claims shall be payable from, and have recourse to, all of the DIP Collateral and all proceeds thereof in accordance with the DIP Credit Agreements, the other DIP Documents, and the Interim Orders, including the Lien/Claim Priorities Exhibit, subject only to payment in full of the Carve Out and provided that the DIP Superpriority Claims will have no recourse to the Carve Out Reserves except in accordance with the Carve Out. The DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) if the Interim Orders or any provision hereof is reversed or modified on appeal, reconsideration or remand.

7. DIP Budget Compliance and Reporting.

(a) Attached to the First Interim Order as Exhibit 2 is a 13-week cash flow forecast for the 13-week period commencing on the Petition Date, in form and substance acceptable to the Required DIP Lenders, which reflects, among other things, the Debtors' projected

receipts, disbursements, (including professional fees, which shall not be subject to the Permitted Variances (as defined below)), net operating cash flow and liquidity for the period covered thereby (the "Initial DIP Budget"). The Debtors shall deliver an updated 13-week cash forecast in form and substance satisfactory to the Required DIP Lenders (together with the Initial DIP Budget, the "DIP Budget") on or prior to the first Friday of every four (4) calendar weeks following entry of the First Interim Order. Any amendments, supplements, or modifications to the DIP Budget or Budget Variance Report (as defined below) shall be subject to the prior written approval of the Required DIP Lenders in their sole discretion prior to the implementation thereof; *provided, further,* that all material modifications, amendments, supplements or waivers shall be provided to counsel to the Committee no later than five (5) days prior to the effectiveness thereof. If the Required DIP Lenders have approved in writing or have not objected (including through counsel by e-mail) within five (5) business days of receipt of such proposed updated DIP Budget, the proposed updated DIP Budget shall become the DIP Budget. Until any such updated budget, amendment, supplement, or modification has been approved by the Required DIP Lenders (or until the passage of the aforementioned five (5) business day period without receiving an objection to such proposed updated DIP Budget, as applicable, after which time the proposed new DIP Budget shall become effective), the Debtors shall be subject to and be governed by the terms of the DIP Budget then in effect. Any updated DIP Budget, once effective, shall be filed with the Court. For the avoidance of doubt, notwithstanding anything herein to the contrary, the updated 13-week cash forecast attached hereto as **Exhibit 4** shall constitute the current DIP Budget.

(b) The Debtors shall at all times comply with the DIP Budget, subject to the Permitted Variances (as defined below). Commencing on the fifth Friday following the entry of the First Interim Order (or the successive business day if such Friday is not a business day) and

continuing every week thereafter (by 12:00 p.m. (prevailing Eastern Time) on each such applicable Friday (or the successive business day if such Friday is not a business day), the Debtors shall deliver by e-mail to the DIP Agents, the DIP Lenders, and counsel to the Committee a variance report (each, a "Budget Variance Report") for the immediately preceding four-week period then ended (the "Variance Period") setting forth the difference between, on a line-by-line and aggregate basis, (i) actual operating disbursements, non-operating activities, and first day motion relief and budgeted operating disbursements, non-operating activities, and first day motion relief, (ii) actual operating receipts and budgeted operating receipts, and (iii) actual professional fees and budgeted professional fees and describing in adequate detail all material variances for such Variance Period. The actual amount of "Net Cash Flow" for each Variance Period (excluding, for purposes of determining budget compliance and calculation of the Permitted Variances (as defined below), Allowed Professional Fees (as defined below), DIP Fees, and the DIP Financing Interest and repayment of the Emergency Loan Repayment (each as defined in the Junior DIP Credit Agreement) shall not be less than the amount of Net Cash Flow forecasted for such Variance Period in the DIP Budget applicable thereto by more than the greater of 25.0% or $25,000,000 (the foregoing, the "Budget Variance Test" and the budget variances permitted pursuant thereto, the "Permitted Variances"). For the avoidance of doubt, any reference to "written consent" or "written approval" hereunder shall include consent or approval granted by e-mail (including as communicated by counsel in writing to the DIP Lenders).

(c) Except as otherwise agreed to by the applicable DIP Agent, acting at the direction of the applicable Required DIP Lenders or as expressly permitted herein or in the DIP Credit Agreements or the other DIP Documents, the Debtors' use of the proceeds of the New Money DIP Loans and Cash Collateral shall only be permitted pursuant to the terms of, and in

accordance with, the DIP Budget, subject to the Permitted Variances. The DIP Lenders and the DIP Agents, or the Prepetition Secured Parties, as applicable, shall have no obligation with respect to the Debtors' use of the proceeds of the New Money DIP Loans and Cash Collateral, and shall not be obligated to ensure or monitor the Debtors' compliance with the DIP Budget or to pay (directly or indirectly from the New Money DIP Loans or Cash Collateral) any expenses incurred or authorized to be incurred pursuant to the DIP Budget. The consent of the Required DIP Lenders, the DIP Agents or the Prepetition Secured Parties, as applicable, to the use of New Money DIP Loans or Cash Collateral pursuant to the Interim Orders and the DIP Credit Agreements shall not be construed as consent to the use of any New Money DIP Loans or Cash Collateral after the occurrence of an Event of Default (as defined in the DIP Credit Agreements, as applicable) (other than funding the Carve Out in full as set forth herein), regardless of whether the aggregate funds shown on the DIP Budget have been expended. The Debtors shall provide the DIP Lenders, the advisors to the Ad Hoc Group of Senior Lenders, and advisors to the Committee with all reporting and other information required to be provided to the DIP Agents under the DIP Credit Agreements and the other DIP Documents. In addition to, and without limiting, whatever rights of access that the DIP Agents and the DIP Secured Parties have under the DIP Credit Agreements or the other DIP Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall, to the extent reasonably practicable, permit representatives, advisors, agents, and employees of the DIP Agents, the DIP Lenders, and counsel to the Committee to: (i) have access to and inspect the Debtors' books and records; and (ii) discuss the Debtors' affairs, financings, and conditions with the Debtors' attorneys and financial advisors.

8. Carve Out.

(a) Carve Out. As used in this Second Interim Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $100,000 incurred by a trustee under Bankruptcy Code section 726(b) (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to Bankruptcy Code sections 327, 328, or 363 (the "Debtor Professionals") and the Committee pursuant to Bankruptcy Code sections 328 or 1103 (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 a DIP Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $20 million incurred after the first business day following delivery by a DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by e-mail (or other electronic means) by a DIP Agent (acting at the direction of the applicable Required DIP Lenders) to the Debtors, their lead restructuring counsel, the U.S. Trustee, counsel to the Ad Hoc Group of Senior Lenders, counsel to the Committee, and counsel to the other DIP Agent, which notice may be delivered following (x) the occurrence and during the continuation of an Event of Default (as defined in the DIP Credit Agreements, as applicable) and acceleration of the

DIP Obligations under the DIP Facilities or (y) if all commitments under the DIP Facilities have been terminated, and all DIP Obligations have been indefeasibly paid, the termination of the Debtors' right to use Cash Collateral, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by a DIP Agent to the Debtors and their counsel with a copy to the U.S. Trustee, each counsel to the DIP Lenders, and counsel to the Committee, (the "Termination Declaration Date"), the Carve Out Trigger Notice shall (i) be deemed a draw request and notice of borrowing by the Debtors for New Money DIP Loans under the then outstanding New Money Commitments (on a pro rata basis based on the then outstanding New Money Commitments), in an amount equal to the then unpaid amounts of the Allowed Professional Fees (any such amounts actually advanced shall constitute New Money DIP Loans) and (ii) also constitute a demand to the Debtors to utilize all cash on hand as of such date, and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account at the Senior DIP Agent in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice shall also (i) be deemed a request by the Debtors for New Money DIP Loans under the then outstanding New Money Commitments (on a pro rata basis based on the then outstanding New Money Commitments), in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute New Money DIP Loans) and (ii) constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in

an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account held by or under the control of the Senior DIP Agent (or, following the indefeasible repayment in full, in cash, of the Senior DIP Obligations, the Junior DIP Agent) in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to any and all other claims. On the first business day after a DIP Agent gives such notice to its applicable DIP Lenders, notwithstanding anything in the DIP Credit Agreements to the contrary, including with respect to the existence of a Default (as defined in the DIP Credit Agreements, as applicable) or Event of Default (as defined in the DIP Credit Agreements, as applicable), the failure of the Debtors to satisfy any or all of the conditions precedent for New Money DIP Loans under the DIP Facilities, any termination of the New Money Commitments following an Event of Default (as defined in the DIP Credit Agreements, as applicable), or the occurrence of the Maturity Date, each DIP Lender with an outstanding New Money Commitment (on a pro rata basis based on the then outstanding New Money Commitments) shall make available to the DIP Agent such DIP Lender's pro rata share with respect to such borrowing (up to its pro rata share of the then outstanding New Money Commitments) in accordance with the applicable DIP Facility.

(c) Application of Carve Out Reserves. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, in excess of the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to the DIP Agents to be paid in accordance with the Lien/Claim Priorities Exhibit and the DIP Documents, unless the

DIP Obligations have been indefeasibly paid in full, in cash, and all New Money Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Agents, in each case for application in accordance with the Interim Orders, including the Lien/Claim Priorities Exhibit.

(d) All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to the DIP Agents to be paid in accordance with the Lien/Claim Priorities Exhibit and the DIP Documents, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all New Money Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Agents, in each case for application in accordance with the DIP Documents and the Interim Orders, including the Lien/Claim Priorities Exhibit.

(e) Notwithstanding anything to the contrary in the DIP Credit Agreements, the other DIP Documents, or this Second Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 8, then any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 8, prior to making any payments to the DIP Agents or the Prepetition Agents, as applicable.

(f) Notwithstanding anything to the contrary in the DIP Credit Agreements, the other DIP Documents, or this Second Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agents and the Prepetition Agents shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve

Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agents for application in accordance with the DIP Documents.

(g) Further, notwithstanding anything to the contrary in this Second Interim 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 Second Interim Order or the DIP Documents, the Carve Out shall be senior to any and all liens and claims securing the DIP Facilities, the Adequate Protection Liens, the Adequate Protection Claims, the Prepetition Secured Obligations, the DIP Superpriority Claims and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Secured Obligations.

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

(i) No Direct Obligation to Pay Allowed Professional Fees. None of the DIP Agents, DIP Lenders, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in the Interim Orders or otherwise shall be construed to obligate the DIP Agents, the DIP

Lenders, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement. Notwithstanding anything contained herein to the contrary, neither the Carve Out, the DIP Budget, any professional fee budget, or any other provision hereof shall constitute a cap or limitation on the amount of Allowed Professional Fees due and payable by the Debtors.

(j) Payment of Carve Out On or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out from New Money DIP Loans funded after the Termination Declaration Date shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral, and shall be otherwise entitled to the protections granted under the Interim Orders, the DIP Documents, the Bankruptcy Code, and applicable law.

9. Limitation on Charging Expenses against Collateral. Upon entry of a Final Order to the extent provided therein, in light of the agreement of the DIP Agents, the DIP Lenders, and certain Prepetition Secured Parties to (i) provide the New Money DIP Loans, (ii) allow the Debtors to use Cash Collateral as provided for herein, (iii) allow for the Carve Out, and (iv) allow for the subordination of the Primed Liens to the DIP Liens, no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral or the DIP Collateral (except to the extent of the Carve Out) pursuant to Bankruptcy Code section 506(c) or any similar principle of law, without the prior written consent

of the DIP Agents, the Required DIP Lenders, and the Prepetition Agents, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence.

10. Soft Marshaling/Application of Proceeds. Upon entry of a Final Order to the extent provided therein, the DIP Agents and the Prepetition Agents shall be entitled to apply the payments or proceeds of the DIP Collateral and the Prepetition Collateral, respectively, in accordance with the provisions of the Final Order, the DIP Documents, and the Prepetition Secured Facilities Documents, as applicable, and, except as specified below, in no event shall the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or Prepetition Collateral, as applicable; *provided, however*, that the DIP Agents shall satisfy DIP Obligations on account of the New Money DIP Loans by looking *first* to assets constituting DIP Collateral other than Avoidance Proceeds that are capable of being monetized within a commercially reasonable time period.

11. Equities of the Case. Upon entry of a Final Order and to the extent provided therein, in light of, among other things, the agreement of the DIP Agents, the DIP Lenders, and certain Prepetition Secured Parties to provide the New Money DIP Loans and allow the Debtors to use Cash Collateral on the terms set forth herein, (i) the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall be entitled to the rights and benefits of Bankruptcy Code section 552(b), if any, and (ii) the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to such parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable.

12. Payments Free and Clear. Subject and subordinate to the Carve Out in all respects, any and all authorized payments or authorized proceeds remitted to the DIP Agents on behalf of the DIP Lenders pursuant to the provisions of the Interim Orders, the DIP Credit Agreements, and

any other DIP Document or any subsequent order of this Court shall be irrevocable, received free and clear of any claim, charge, assessment, or other liability, including, without limitation, and upon entry of a Final Order to the extent provided therein, any claim or charge arising out of or based on, directly or indirectly, Bankruptcy Code sections 506(c) or 552(b), whether asserted or assessed by, through or on behalf of the Debtors.

13. Use of Cash Collateral. The Debtors are, pursuant to the First Interim Order and the Second Interim Order, authorized to use all Cash Collateral solely in accordance with the Interim Orders, the DIP Credit Agreements, and the other DIP Documents, to the extent set forth in the DIP Budget, including, without limitation, to make payments on account of the Adequate Protection Obligations and other obligations provided for in the Interim Orders, the DIP Credit Agreements, and the other DIP Documents. Except as pursuant to the DIP Budget, or on the terms and conditions of the Interim Orders, or an order of the Court, or as otherwise agreed to by the DIP Agents (acting at the direction of the Required DIP Lenders), or, following payment in full in cash of the DIP Obligations and termination of the DIP Facilities, the Prepetition Senior Loan Agent (acting at the direction of the requisite Prepetition Senior Loan Secured Parties), the Debtors shall be prohibited from at any time using the Cash Collateral.

14. Adequate Protection for the Prepetition Secured Parties. Subject and subordinate only to the Carve Out and the terms of the Interim Orders, including the Lien/Claim Priorities Exhibit, pursuant to Bankruptcy Code sections 361, 363(e), and 364, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), for any postpetition diminution in value of such interests (such diminution, a "Diminution in Value") resulting from the incurrence of additional debt and the imposition of the Priming Liens on the Prepetition Collateral, the Carve Out, the imposition of

the automatic stay, the sale, lease, or use of the Prepetition Collateral (including Cash Collateral), or any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition Agents and the other Prepetition Secured Parties are and were, as applicable, granted the following (collectively, the "Adequate Protection Obligations"); *provided* that the Prepetition Agents on behalf of the Prepetition Secured Parties shall have no recourse to the Carve Out Reserves; *provided, further,* that all Parties rights are preserved as to whether a Diminution in Value has occurred, and the adequate protection will otherwise include:

(a) Adequate Protection Liens. As security for and solely to the extent of any Diminution in Value, valid, binding, enforceable, non-avoidable, effective, and automatically perfected additional and replacement liens on, and security interest in, the Prepetition Collateral and the Previously Unencumbered Property (the "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, intellectual property filings, mortgages, deeds of trust, notices of lien, or other similar instruments or documents. The Adequate Protection Liens shall be (i) subject and subordinate to the Carve Out and the Permitted Prior Liens, (ii) subject to the relative priorities set forth in the Lien/Claim Priorities Exhibit, and (iii) senior to any and all other liens and security interests in the DIP Collateral.

(b) Adequate Protection Claims. As further adequate protection, and to the extent provided by Bankruptcy Code sections 503(b) and 507(b), an allowed Administrative Expense Claim in the Chapter 11 Cases of each of the Debtors to the extent of any postpetition Diminution in Value (the "Adequate Protection Claims"). The Adequate Protection Claims shall be payable from, and have recourse to, all DIP Collateral and all proceeds thereof. The Adequate Protection Claims shall be (i) subject and subordinate to the Carve Out and the DIP Superpriority

Claims in all respects, (ii) subject to the relative priorities set forth in the Lien/Claim Priorities Exhibit, and (iii) senior to any and all other Administrative Expense Claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever.

(c) Reservation of Rights. In the event that it is determined that (i) no Diminution in Value of the Prepetition Collateral of the Prepetition Secured Parties or of any Prepetition Secured Party's respective interests therein has occurred or (ii) the payment of interest, fees, and expenses made to such Prepetition Secured Party were not payable under section 506 of the Bankruptcy Code, then all rights are reserved for the Committee to argue that such amounts should be deemed recharacterized as repayments of principal in reduction of such Prepetition Secured Party's claims, and all rights and defenses of the Prepetition Secured Parties with respect to potential recharacterization are hereby likewise reserved.

(d) Reporting. The Debtors shall deliver to counsel to the Committee, and to the Prepetition Agents, for the benefit of the Prepetition Secured Parties all reports and notices deliverable to the DIP Lenders and/or the DIP Agents (and on the same date delivered to the DIP Lenders and/or the DIP Agents), as applicable, pursuant to the Interim Orders, including, without limitation, the delivery of a DIP Budget and/or a Budget Variance Report.

(e) Fees and Expenses. As further adequate protection, the Debtors are authorized and directed to pay, without further Court order, the reasonable and documented fees and expenses (the "Adequate Protection Fees and Expenses"), whether incurred before or after the Petition Date, of the Prepetition Secured Parties, to the extent set forth in the DIP Credit Agreements, the other DIP Documents, and the Interim Orders. The Adequate Protection Fees and Expenses shall include, without limitation, the reasonable documented fees, costs and expenses of (i) Akin Gump Strauss Hauer & Feld, LLP, as counsel to the Ad Hoc Group of Senior

Lenders and any other local counsel in each other appropriate jurisdiction, (ii) Houlihan Lokey Capital Inc., as investment banker to the Ad Hoc Group of Senior Lenders, (iii) AlixPartners, LLP, as financial advisors to the Ad Hoc Group of Senior Lenders, (iv) any other advisor or consultant to the Ad Hoc Group of Senior Lenders retained in accordance with the Restructuring Support Agreement, (v) Davis Polk & Wardwell, LLP, as counsel to Mizuho Bank, Ltd., in all capacities other than Prepetition Agent, and one or more Prepetition Senior Lenders, and any other local counsel in each other appropriate jurisdiction, and (vi) Baker McKenzie LLP and Young Conaway Stargatt & Taylor LLP, each as counsel to the Prepetition Agents and any other local counsel in each other appropriate jurisdiction. Professionals for the Prepetition Secured Parties shall not be required to file applications or motions with, or obtain approval of, this Court for compensation and reimbursement of fees and expenses; *provided*, *however*, that any time such professionals seek the payment of fees and expenses from the Debtors, each professional shall provide reasonably detailed summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine) to counsel to the Debtors, the U.S. Trustee, and counsel to the Committee (collectively, the "Fee Notice Parties"); *provided*, *further,* that the Fee Notice Parties reserve their rights to request additional detail regarding the services rendered and expenses incurred by such professionals, subject to redaction for privilege and the rights of the Fee Notice Parties to challenge such redaction. If no objection to payment of the requested Adequate Protection Fees and Expenses is made, in writing, by any of the Fee Notice Parties within ten (10) calendar days after

delivery of such invoices (the "Fee Objection Period"), then such invoice shall be promptly paid, without further order of, or application to, this Court or notice to any other party, and, in any case, within seven (7) calendar days following the expiration of the Fee Objection Period. For the avoidance of doubt, the provisions of such invoices shall not constitute a waiver of attorney-client privilege or any benefits of the attorney work product doctrine. If, within the Fee Objection Period, a Fee Notice Party sends to the affected professional a written objection to such invoice, then only the disputed portion of such Adequate Protection Fees and Expenses shall not be paid as set forth above until the objection is resolved by the applicable parties in good faith or, if no resolution can be achieved after good faith discussions, by order of this Court, and any undisputed portion shall be paid as soon as reasonably practicable and, in any case, within seven (7) calendar days following the expiration of the Fee Objection Period and shall not be subject to any further review, challenge, or disgorgement. Subject to the terms hereof, the Debtors are authorized, without further notice or hearing, to pay all reasonable and documented fees, costs, and out-of-pocket expenses of the Prepetition Secured Parties to the extent set forth in and payable under the DIP Documents, or the Interim Orders. Any and all fees, costs and expenses paid prior to the Petition Date by any of the Debtors to the DIP Agents or the other DIP Secured Parties (or any of their respective professionals) are approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtors or any other person. The DIP Fees and the Adequate Protection Fees and Expenses incurred prior to, and which are unpaid as of, the Closing Date (as defined in the Senior DIP Credit Agreement) shall be paid indefeasibly by the Debtors upon the occurrence of the Closing Date the forwarding of invoices to the Fee Notice Parties and expiration of the Fee Objection Period if no objection to payment of the requested fees and expenses is made, in writing, by any of the Fee Notice Parties.

15. Perfection of DIP Liens and Adequate Protection Liens.

(a) The DIP Agents and the Prepetition Agents are authorized, but not required, without any action by any other person, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) security agreements, pledge agreements, financing statements, intellectual property filings, deeds of trust, mortgages, deposit account control agreements, notices of lien, or similar instruments in any jurisdiction, or take possession of or control over cash or securities, equity certificates or promissory notes, or take any other action in order to validate and perfect the DIP Liens and the Adequate Protection Liens. Whether or not the DIP Agents or the Prepetition Agents shall, in their discretion or at the direction of the Required DIP Lenders or requisite Prepetition Secured Parties, choose to file such security agreements, pledge agreements, financing statements, intellectual property filings, deeds of trust, mortgages, depository account control agreements, notices of lien, or similar instruments or documents, or take possession of or control over cash or securities, equity certificates or promissory notes, or otherwise confirm perfection of the liens and security interests granted to them under the Interim Orders , such DIP Liens and Adequate Protection Liens shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and effective by operation of law, and not subject to challenge, dispute, or subordination (subject to the priorities set forth in this Second Interim Order, including the Lien/Claim Priorities Exhibit), at the time and on the date of the First Interim Order, in any jurisdiction (domestic and foreign), without the need of any further action of any kind. The Interim Orders shall be sufficient and conclusive evidence of the creation, validity, automatic perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any security agreements, pledge agreements, financing statement, intellectual

property filing, deed of trust, mortgage, depository account control agreement, notice of lien, or other instrument or document which my otherwise be required under the law of any jurisdiction or the taking of any other action to create, attach, validate or perfect the DIP Liens and the Adequate Protection Liens or to entitle the DIP Liens and the Adequate Protection Liens to the priorities granted herein. Upon the request of a DIP Agent or a Prepetition Agent, as applicable, each of the Prepetition Secured Parties and the Debtors, without any further consent of any party, is authorized to take, execute, deliver, and file such instruments (in the case of the Prepetition Secured Parties, without representation or warranty of any kind) to enable a DIP Agent or a Prepetition Agent, as applicable, to further validate, perfect, preserve, and enforce the DIP Liens and the applicable Adequate Protection Liens, respectively, at the Debtors' cost and expense. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A copy of this Second Interim Order may, in the discretion of the DIP Agents or a Prepetition Agent or at the direction of the applicable Required DIP Lenders or the requisite Prepetition Secured Parties, as applicable, be filed with or recorded in filing or recording offices in addition to, or in lieu of, such security agreements, pledge agreements, financing statements, intellectual property filings, mortgages, depository account control agreement, deeds of trust, notices of lien, or similar instruments, and all filing offices in all jurisdictions (domestic and foreign) are hereby authorized to accept such certified copy of the Interim Orders for filing and/or recording, as applicable. The automatic stay of Bankruptcy Code section 362(a) shall be modified to the extent necessary to permit the DIP Agents or the Prepetition Agents to take all actions, as applicable, in this subparagraph (b) and the immediately preceding subparagraph (a).

(c) Any proceeds of the Junior DIP Facility not used pursuant to the DIP Budget shall be deposited into the DIP Escrow Account maintained by the DIP Escrow Agent under the

sole dominion and control of the Junior DIP Agent and will be subject to the DIP Liens and Adequate Protection Liens; *provided that*, the DIP Liens of the Senior DIP Secured Parties shall be subordinated to the liens of the Junior DIP Secured Parties solely to the extent such escrowed funds constitute Tranche B Loans. Funds in the DIP Escrow Account shall be disbursed to the Debtors in accordance with the terms and conditions set forth in the DIP Credit Agreements and the other DIP Documents. From the Petition Date until the DIP Obligations have been paid in full in cash, all proceeds of the DIP Facilities, cash receipts, Cash Collateral, and all proceeds from the sale or disposition of, or other revenue of any kind attributable to, any DIP Collateral that is now in, or shall hereafter come into, the possession or control of any of the Debtors, or to which any of the Debtors is now or shall hereafter become entitled shall be subject to the DIP Liens and Adequate Protection Liens (and shall be treated in accordance with the DIP Documents and the Interim Orders, including the Lien/Claim Priorities Exhibit). The DIP Agents shall be deemed to have "control" over all of the Debtors' cash management accounts (including the DIP Escrow Account) for all purposes of perfection under the Uniform Commercial Code pursuant to the Interim Orders. Subject to the provisions of the Interim Orders and the DIP Documents, all financial institutions with which the Debtors maintain accounts containing Cash Collateral are authorized to comply with any request of the DIP Agents to turn over to the DIP Agents all Cash Collateral therein without offset or deduction of any kind after the occurrence and during the continuance of any Event of Default (as defined in the DIP Credit Agreements, as applicable), but subject to the terms of paragraph 18 of this Second Interim Order.

(d) Subject to entry of the Final Order, and to the extent provided therein, any provision of any lease or other license, contract, or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations in

order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any the Debtors' interests in any lease, license, or other agreement, or the proceeds thereof, or other collateral related thereto, in connection with the granting of the DIP Liens and the Adequate Protection Liens, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Thereupon, any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Adequate Protection Liens on the Debtors' interests in any lease, license, or other agreement, or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Credit Agreements, the other DIP Documents, or the Interim Orders.

(e) The Debtors are further authorized, but not directed, to seek recognition of this Second Interim Order in any appropriate proceeding in a foreign jurisdiction.

(f) Effective upon the entry of the First Interim Order, and as ratified by this Second Interim Order, each of the Senior DIP Secured Parties and the Junior DIP Secured Parties agreed and agrees to appoint GLAS USA LLC to act as a single collateral agent under the DIP Documents for the purposes of acquiring, holding, enforcing and perfecting the liens on the DIP Collateral securing both of the Senior DIP Obligations and the Junior DIP Obligations in all applicable jurisdictions outside of the United States, in each case, subject to the terms and priorities set forth herein, including the relative priorities set forth on the Lien/Claim Priorities Exhibit.

16. Section 507(b) Reservation. Nothing herein shall impair or modify the application of Bankruptcy Code section 507(b) in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties, that the adequate protection granted herein does in fact adequately protect against any Diminution

in Value of the Prepetition Secured Parties' respective interests in the Prepetition Collateral (including the Cash Collateral).

17. DIP Termination Event. Subject to any applicable notice and cure periods and other terms set forth in paragraph 18 hereof, if the DIP Obligations have not been indefeasibly paid in full in cash (or otherwise satisfied in a manner provided for in the applicable DIP Documents), including in connection with any Sale (as defined below), then the DIP Obligations shall accelerate and become due and payable in full, and the DIP Commitments and the Debtors' use of Cash Collateral will terminate, in each case, without further notice or action by the Court, following the earliest to occur of any of the following (each a "DIP Termination Event"): (i) the occurrence and continuation of any Event of Default (as defined and set forth in the DIP Credit Agreements, as applicable), which Events of Default are explicitly incorporated by reference into the Interim Orders; (ii) a breach of the Budget Variance Test, if the DIP Loan Parties are unable to demonstrate compliance with the Budget Variance Test within fourteen (14) calendar days of the date of such breach (tested based on the DIP Budget in effect at such time and subject to the Permitted Variances); (iii) the Debtors' failure to comply with any material provision of the Interim Orders; (iv) the Debtors' breach or failure to comply with any of the Milestones (as defined in the DIP Credit Agreements, as applicable) unless waived or extended by the applicable Required DIP Lenders in accordance with the applicable DIP Document; (v) dismissal or conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (vi) the appointment of a trustee; and (vii) the entry of an order authorizing the use of Cash Collateral of the DIP Lenders or financing under Bankruptcy Code section 364 other than pursuant to the Interim Orders or the filing by the Debtors of a motion seeking such authority.

18. Remedies Upon a DIP Termination Event.

(a) The Debtors shall immediately provide written notice (the "Termination Notice") to counsel to the DIP Agents (with a request to immediately post such notice to the DIP Lenders), the Committee, counsel to the Committee, and counsel to the Ad Hoc Group of Senior Lenders of the occurrence of any DIP Termination Event, and within the five (5) business day period following such occurrence (the "Termination Notice Period") (regardless of whether the Debtors have actually provided the notice described herein), the Debtors and/or the Committee shall be permitted to request an emergency hearing before the Court (which request must be made prior to the conclusion of the Termination Notice Period, and shall seek consideration of such request on an expedited basis); *provided, further, however*, that during the Termination Notice Period, the Debtors are permitted to use Cash Collateral solely to fund expenses critically necessary to preserve the value of the Debtors' businesses, as determined by the DIP Lenders, and to fund the Carve Out Reserves. Upon the expiration of a Termination Notice Period, and absent further order of this Court, (i) at the direction of the applicable Required DIP Lenders, the commitment of each applicable DIP Lender to make the applicable New Money DIP Loans will be terminated to the extent any such commitment remains under the applicable DIP Facility subject to the Carve Out and any "deemed draw" thereunder; (ii) at the direction of the applicable Required DIP Lenders under either DIP Facility, all DIP Obligations under such DIP Facility shall become due and payable, in full, following the expiration of the Termination Notice Period, written notice of which may be by e-mail, by the applicable DIP Agent (at the direction of the applicable Required DIP Lenders) to the Debtors and their counsel, the applicable DIP Lenders, counsel to the other DIP Agent, the U.S. Trustee, the Committee, and counsel to the Committee, (iii) at the direction of the applicable Required DIP Lenders under either DIP Facility, the Debtors' authority

to use Cash Collateral shall immediately terminate, subject only to the Carve Out and except that the Debtors may use Cash Collateral to make payroll of the Debtors and fund critical expenses of the Debtors necessary to preserve the Prepetition Collateral, in each case in accordance with the terms of the DIP Budget, and subject to the Carve Out and any "deemed draw" thereunder, (iv) after expiration of the Termination Notice Period, the Senior DIP Agent, acting at the direction of the Required Senior DIP Lenders (or, upon the earlier of (A) repayment of the outstanding Obligations, as defined in the Senior DIP Credit Agreement (any such Obligations, "Senior DIP Obligations") in full in cash, and (B) 90 days following the expiration of the Termination Notice Period (which 90 day-period shall be tolled during any period of time following the delivery of the Termination Notice to the extent that the Senior DIP Secured Parties are legally prohibited from initiating an enforcement action during such time) if the Senior DIP Agent has not initiated any enforcement action, the Junior DIP Agent, acting at the direction of the Required Junior DIP Lenders), may exercise any rights and remedies against the DIP Collateral available to it under the Interim Orders, the DIP Documents, and applicable non-bankruptcy law (subject to the terms of this paragraph 18 of this Second Interim Order) (provided, however, that any standstill with respect to enforcement actions by the Junior DIP Agent described in this paragraph 18(a)(iv) shall not apply with respect to the DIP Escrow Account), and (v) after expiration of the Termination Notice Period, if the DIP Obligations have been indefeasibly paid in full in cash, the Prepetition Secured Parties may seek to exercise any rights and remedies in accordance with the Prepetition Secured Facilities Documents and applicable non-bankruptcy law and the Interim Orders to satisfy the outstanding Prepetition Secured Obligations, the Adequate Protection Claims, and any other Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims and, in each case, subject and subordinate in all respects to the Carve Out. The Debtors, the DIP

Secured Parties, and the Prepetition Secured Parties agree not to oppose a request by any party, including the Committee, for an expedited hearing filed during the Termination Notice Period seeking expedited consideration of appropriate relief including, if necessary, non-consensual use of Cash Collateral. Absent Court order prior to the expiration of the Termination Notice Period to the contrary, the automatic stay pursuant to section 362 of the Bankruptcy Code shall be automatically terminated as to the DIP Secured Parties and Prepetition Secured Parties at the end of the Termination Notice Period without further notice or order; *provided* that if a request for such hearing is made prior to the end of the Termination Notice Period, then the Termination Notice Period shall be continued until the Court hears and rules with respect thereto.

(b) So long as there are any DIP Obligations outstanding or the DIP Lenders have any outstanding New Money Commitments, the Prepetition Secured Parties shall 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 Secured Facilities Documents or the Interim Orders (including, without limitation, the Primed Liens) or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral (including without limitation, in connection with the Adequate Protection Liens or settling any insurance policy with respect thereto) or take any action to frustrate the lawful exercise of remedies by the DIP Secured Parties with respect to the DIP Obligations.

(c) Except as set forth herein, to the extent any Prepetition Secured Party has possession of, or control over, any Prepetition Collateral or DIP Collateral, or has been listed as a secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, such Prepetition Secured Party shall be deemed to have such possession or be so listed or have such possession or control as a gratuitous bailee and/or gratuitous agent for the benefit of the DIP Secured Parties (subject to the terms set forth in the Interim Orders, the DIP Documents,

and the Intercreditor Agreements), and such Prepetition Secured Party shall comply with the instructions of the Senior DIP Agent, acting at the direction of the Required Senior DIP Lenders or, if the Senior DIP Obligations have been indefeasibly repaid in full in cash, the Junior DIP Agent, acting at the direction of the Required Junior DIP Lenders, with respect to any of the foregoing. Each applicable DIP Agent is authorized to take any of the actions described in this paragraph (c) on behalf of the Prepetition Secured Parties and/or the Junior DIP Secured Parties (as applicable), and such authorization is coupled with an interest and is irrevocable.

(d) Except as set forth herein, to the extent any Junior DIP Secured Party has possession of, or control over, any DIP Collateral, or has been listed as a secured party on any certificate of title for a titled good constituting DIP Collateral, such Junior DIP Secured Party shall be deemed to have such possession or be so listed or have such possession or control as a gratuitous bailee and/or gratuitous agent for the benefit of the Senior DIP Secured Parties (subject to the terms set forth in the Interim Orders and the DIP Documents), and such Junior DIP Secured Party shall comply with the instructions of the Senior DIP Agent, acting at the direction of the Required Senior DIP Lenders, with respect to any of the foregoing, unless and until the Senior DIP Obligations have been indefeasibly repaid in full in cash.

(e) Except as set forth herein, including paragraph 15(c) with respect to the DIP Escrow Account, unless and until the Senior DIP Obligations have been indefeasibly repaid in full in cash, any payments or distributions in respect of any Obligations, as defined in the Junior DIP Credit Agreement (any such Obligations, the "Junior DIP Obligations") or any proceeds of DIP Collateral received by any Junior DIP Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the DIP Collateral or otherwise, shall be segregated and held in trust for the benefit of, and forthwith paid over to, the Senior DIP Agent for

the benefit of the Senior DIP Secured Parties in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The Senior DIP Agent is authorized to make any such endorsements as agent for the Junior DIP Agent. This authorization is coupled with an interest and is irrevocable.

(f) Except as set forth in the Interim Orders, and other than adequate protection payments expressly permitted under the Interim Orders, any payments or distributions in respect of any Prepetition Senior Loan Obligations or any proceeds of Prepetition Collateral received by any Prepetition Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the Prepetition Collateral or otherwise, shall be segregated and held in trust for the benefit of, and forthwith paid over to, the Senior DIP Agent for the benefit of the Senior DIP Secured Parties or, if the Senior DIP Facility has been indefeasibly repaid in full in cash, the Junior DIP Agent for the benefit of the Junior DIP Secured Parties in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The applicable DIP Agent is authorized to make any such endorsements as agent for the applicable Prepetition Secured Parties. This authorization is coupled with an interest and is irrevocable.

(g) To the extent that any Prepetition Secured Parties are party to control agreements, or otherwise have control (as defined in the applicable Uniform Commercial Code or other applicable U.S. or foreign law), over bank accounts that constitute DIP Collateral, (i) such control agreements or control are deemed to apply to each of the DIP Facilities and (ii) the Senior DIP Agent, acting at the direction of the Required Senior DIP Lenders, upon the occurrence and during the continuance of an Event of Default (as defined in the Senior DIP Credit Agreement), or, if the Senior DIP Facility has been indefeasibly repaid in full in cash, the Junior DIP Agent,

acting at the direction of the Required Junior DIP Lenders, upon the occurrence and during the continuance of an Event of Default (as defined in the Junior DIP Credit Agreement) is authorized to issue cash sweep instructions under such control agreements or to or on behalf of the controlling Prepetition Secured Party).

19. Joint and Several. The Debtors are jointly and severally liable for the DIP Obligations, the Adequate Protection Obligations, and all other obligations under the Interim Orders.

20. No Waiver for Failure to Seek Relief. The failure or delay of the Debtors, the DIP Agents, the DIP Lenders, or any of the Prepetition Secured Parties to exercise rights and remedies under this Second Interim Order, the DIP Credit Agreements, the other DIP Documents, the Prepetition Secured Facilities Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

21. Preservation of Rights Granted Under this the Interim Orders.

(a) Subject and subordinate in all cases to the Carve Out, and other than as set forth in the Interim Orders, including the Lien/Claim Priorities Exhibit, neither the DIP Liens nor the Adequate Protection Liens shall be made subject or subordinate to, or *pari passu* with, any lien or security interest granted in any of the Chapter 11 Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens shall be subject or subordinate to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

(b) In the event that the First Interim Order, Second Interim Order, or any provision thereof is reversed or modified on appeal, reconsideration or remand, the validity and priority of any liens or claims granted to the Prepetition Secured Parties arising prior to the

effective date of any such reversal or modification of the First Interim Order or Second Interim Order, as applicable, shall be governed in all respects by the original provisions of First Interim Order or Second Interim Order, as applicable, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Secured Parties shall be entitled to the protections afforded in Bankruptcy Code section 364(e).

(c) Subject and subordinate to the Carve Out, unless and until all DIP Obligations, outstanding Prepetition Secured Obligations, and Adequate Protection Obligations are indefeasibly paid in full, in cash, and all commitments under the DIP Credit Agreements and the other DIP Documents are otherwise terminated in accordance with the terms thereof, 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 Credit Agreements or the other DIP Documents, or with the prior written consent of the DIP Agents (acting at the direction of the Required DIP Lenders) (x) any modification, stay, vacatur, or amendment of the First Interim Order or Second Interim Order (including the Lien/Claim Priorities Exhibit), (y) a priority claim for any administrative expense, secured claim, 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 Bankruptcy Code sections 503(b), 507(a), or 507(b)) in any of the Chapter 11 Cases, with priority equal or superior to the DIP Superpriority Claims, the Adequate Protection Claims, or the Prepetition Secured Obligations (or the liens and security interests securing such claims and obligations), or (z) any other order allowing use of the DIP Collateral except if in compliance with the Interim Orders and the DIP Budget; (ii) except as permitted under the DIP Credit Agreements, the other DIP Documents, the Interim Orders (including the Lien/Claim Priorities Exhibit), or with the prior written consent of the DIP Agents (acting at the direction of

the Required DIP Lenders), 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 Prepetition Liens, as the case may be; (iii) the use of Cash Collateral or DIP Facilities proceeds for any purpose other than as permitted in the DIP Credit Agreements, the other DIP Documents, and the Interim Orders (including in compliance with the DIP Budget or other orders of the Court to which the DIP Agents (acting at the direction of the Required DIP Lenders) have approved); (iv) an order converting any of the Chapter 11 Cases or dismissing any of the Chapter 11 Cases; (v) an order appointing a chapter 11 trustee in any of the Chapter 11 Cases; or (vi) an order appointing an examiner with expanded powers in any of the Chapter 11 Cases. Until and unless the DIP Obligations have been paid in full in cash and all commitments to extend credit under the DIP Facilities, as applicable, have been terminated, each Debtor irrevocably waives any right to seek any amendment, modification, or extension of the Interim Orders without the prior written consent of the DIP Agents (acting at the direction of the Required DIP Lenders in their sole discretion), and no such consent shall be implied by any action, inaction, or acquiescence of the applicable DIP Agent or the DIP Lenders.

(d) Notwithstanding any order dismissing any of the Chapter 11 Cases under Bankruptcy Code section 1112 or otherwise entered at any time: (x) the Carve Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and the other administrative claims granted pursuant to the Interim Orders shall continue in full force and effect, and shall maintain their relative priorities as provided in the Interim Orders, including the Lien/Claim Priorities Exhibit, until all DIP Obligations and Adequate Protection Obligations are indefeasibly paid in full, in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Claims, and other administrative claims granted pursuant

to the Interim Orders shall, notwithstanding such dismissal, remain binding on all parties in interest); (y) the other rights granted by the Interim Orders shall not be affected; and (z) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in this paragraph 21 and otherwise in this Second Interim Order.

(e) Except as expressly provided in the Interim Orders, the DIP Credit Agreements, or the other DIP Documents, the Carve Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and all other rights and remedies of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties granted by the provisions of the Interim Orders and the DIP Documents shall survive, shall maintain their priority as provided in the Interim Orders, including the Lien/Claim Priorities Exhibit, and shall not be modified, impaired, or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, terminating the joint administration of the Chapter 11 Cases or by any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to Bankruptcy Code section 363(b) (except to the extent permitted by the DIP Documents); or (iii) the entry of an order confirming a plan in any of the Chapter 11 Cases and, pursuant to Bankruptcy Code section 1141(d)(4), the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of the Interim Orders, the DIP Credit Agreements, and the other DIP Documents shall continue in the Chapter 11 Cases (including in any successor cases under any chapter of the Bankruptcy Code) if the Chapter 11 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, and the Adequate Protection Claims, and all other rights

and remedies of the DIP Agents, DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this the Interim Orders, shall continue in full force and effect, and shall maintain their relative priorities as provided in this Second Interim Order, including the Lien/Claim Priorities Exhibit, until all DIP Obligations and Adequate Protection Obligations are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner provided for in the applicable DIP Documents). Notwithstanding anything to the contrary in the Interim Orders, the DIP Credit Agreements, or the other DIP Documents, nothing in the Interim Orders, the DIP Credit Agreements, or the other DIP Documents shall affect any right of any DIP Agent or any DIP Lender to object to any sale of the Debtors' assets or any chapter 11 plan that does not pay the DIP Obligations and DIP Superpriority Claims in full, and all such rights are expressly preserved.

22. Good Faith Under Bankruptcy Code Section 364(e); No Modification or Stay of the Interim Orders. The DIP Agents, the DIP Lenders, and certain of the Prepetition Secured Parties have acted in good faith in connection with the Interim Orders and are entitled to rely upon the protections granted herein and by Bankruptcy Code section 364(e). Based upon the findings set forth the Interim Orders and the record made during the Interim Hearings, and in accordance with Bankruptcy Code section 364(e), in the event any or all of the provisions of the First Interim Order or Second Interim Order are hereafter reversed or modified on appeal, reconsideration or remand, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties are entitled to the protections provided in Bankruptcy Code section 364(e). Any such reversal modification on appeal, reconsideration or remand shall not affect the validity and enforceability of any advances previously made or made under the Interim Orders, or any lien, claim, or priority authorized or created under the Interim Orders.

23. Expenses and Indemnification of DIP Agents and DIP Lenders.

(a) The Debtors are authorized and directed to pay, without further Court order, the reasonable and documented fees and expenses, whether incurred before or after the Petition Date, by professionals or consultants retained by the DIP Agents and the DIP Lenders (as specifically set forth in the DIP Credit Agreements, the other DIP Documents or herein), including, for the avoidance of doubt, the fees and expenses of (i) counsel to the DIP Agents, Mayer Brown LLP, and one local counsel in each other appropriate jurisdiction, (ii) counsel to Deutsche Bank AG, London Branch, Willkie Farr & Gallagher LLP, and one local counsel in each other appropriate jurisdiction, (iii) counsel to the Backstop Parties, Akin Gump Strauss Hauer & Feld, LLP, and one local counsel in each other appropriate jurisdiction, (iv) the investment bankers to the Backstop Parties, Houlihan Lokey Capital, Inc., and (v) the financial advisors to the Backstop Parties, AlixPartners, LLP (collectively, the "DIP Professionals"), incurred in connection with the Chapter 11 Cases (in any capacity) and the DIP Facilities, including the reasonable and documented out-of-pocket expenses (including, without limitation, fees, disbursements, and other charges of DIP Professionals) of the DIP Agents and the DIP Lenders, for enforcement costs and documentary taxes associated with the DIP Facilities and the transactions contemplated thereby (collectively, the "DIP Professional Fees"). The DIP Professionals shall not be required to file motions or applications with respect to the DIP Professional Fees, *provided*, *however*, that any time the DIP Professionals seek payment of fees and expenses from the Debtors, each DIP Professional shall provide reasonably detailed summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the

provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine) to the Fee Notice Parties; *provided*, *further,* that Fee Notice Parties reserve their rights to request additional detail regarding the services rendered and expenses incurred by such professionals, subject to redaction for privilege and the rights of the Fee Notice Parties to challenge such redaction. If no objection to payment of the requested DIP Professional Fees and expenses is made, in writing, by any of the Fee Notice Parties within the Fee Objection Period, then such invoice shall be paid as soon as reasonably practicable, without further order of, or application to, the Court or notice to any other party, and, in any case, within seven (7) calendar days following the expiration of the Fee Objection Period, and shall not be subject to any further review, challenge, or disgorgement. For the avoidance of doubt, the provisions of such invoices shall not constitute a waiver of attorney-client privilege or any benefits of the attorney work product doctrine. If, within the Fee Objection Period, a Fee Notice Party sends to the affected professional a written objection to such invoice, then only the disputed portion of such DIP Professional Fees shall not be paid until the objection is resolved by the applicable parties in good faith or, if no resolution is achieved after good faith discussions, by order of the Court, and any undisputed portion shall be paid as soon as reasonably practicable and, in any case, within seven (7) calendar days following the expiration of the Fee Objection Period. Notwithstanding the foregoing, on or about the date of entry of the First Interim Order and funding of the Delayed Draw DIP Loans, the Debtors shall pay fees and expenses of the DIP Professionals incurred and unpaid prior to such date upon expiration of the Fee Objection Period if no objection to payment of the requested fees and expenses is made, in writing, by any of the Fee Notice Parties.

(b) As set forth in the DIP Documents, the Debtors will jointly and severally indemnify the DIP Lenders and the DIP Agents, and their respective investment advisors,

affiliates, related funds/accounts, successors and assigns, and the officers, directors, employees, agents, advisors, counsel, controlling persons, and members of each of the foregoing (each an "Indemnified Person"), and hold them harmless from and against any and all losses, claims, damages, costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the execution or delivery of the DIP Credit Agreements and the other DIP Documents, transactions contemplated hereby and thereby, and any actual or proposed use of the proceeds of any loans made under the DIP Facilities in accordance with the terms of the DIP Credit Agreements; *provided*, that the DIP Lenders and DIP Agents shall not be indemnified for any losses, claims, damages, costs, expenses related to a successful Challenge on account of Prepetition Secured Obligations; *provided*, further, that no Indemnified 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 gross negligence or willful misconduct of such Indemnified Person. 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, 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 or willful misconduct. Notwithstanding anything to the contrary in the Interim Orders or any other order of the Court, (i) any indemnities and other obligations which by the express terms of the relevant Senior DIP Documents shall survive the repayment of the Senior DIP Loans (the "Contingent Senior DIP Obligations"), shall survive the repayment of the Senior DIP Loans and termination of the Senior DIP Documents (including in connection with the effective date of any plan), not be discharged or released pursuant to any plan or order of this Court confirming any

plan, and continue to be secured by all liens and security interests granted to secure the Senior DIP Obligations and (ii) the Senior DIP Documents shall continue in full force and effect after the repayment of the Senior DIP Loans and termination of the Senior DIP Documents (including in connection with the effective date of any plan) with respect to any obligations thereunder governing the Contingent Senior DIP Obligations.

24. Limitation on Use of DIP Facilities Proceeds, DIP Collateral, and Cash Collateral. Subject to paragraph 25 hereof, none of the DIP Facilities, the DIP Collateral, the Prepetition Collateral, or the proceeds thereof, including Cash Collateral, or the Carve Out may be used: (i) to investigate, initiate, prosecute, join, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (a) against any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such) under the DIP Documents, the Interim Orders, or the Prepetition Secured Facilities Documents, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or the Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, 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 Agents, the DIP Lenders, or the Prepetition Secured Parties to recover on the DIP Collateral or the Prepetition Collateral, or seeking affirmative relief against any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties related to the DIP Obligations or the Prepetition Secured Obligations, (b) seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Obligations, the DIP Superpriority Claims, or the DIP Agents' and the DIP Lenders' DIP Liens or other liens or security interests in the DIP Collateral

or the Prepetition Secured Obligations or the Prepetition Liens in the Prepetition Collateral, or (c) for monetary, injunctive, or other affirmative relief against the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such), or their respective liens on, or security interests in, the DIP Collateral or the Prepetition Collateral, or the DIP Superpriority Claims, that would impair the ability of any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties to assert or enforce any lien, claim, right, or security interest, or to realize or recover on the DIP Obligations or the Prepetition Secured Obligations to the extent permitted or provided under the Interim Orders; (ii) for objecting to or challenging in any way the legality, amount, validity, extent, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens, the DIP Liens or the DIP Superpriority Claims) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Secured Obligations or by or on behalf of the DIP Agents and the DIP Lenders related to the DIP Obligations; (iii) 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 Superpriority Claims, the DIP Liens, the Prepetition Secured Obligations, or the Prepetition Liens; and (iv) for prosecuting an objection to, contesting in any manner or raising any defenses to, the legality, validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens, the DIP Superpriority Claims, the DIP Obligations, or any other rights or interests of the DIP Agents or the DIP Lenders related to the DIP Obligations or the DIP Liens or (y) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Secured Parties related to the Prepetition Secured Obligations; *provided*, that up to $100,000 of aggregate proceeds of the DIP Facilities, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, may be

used by the Committee to investigate the foregoing matters within the Challenge Period (as defined below, and such proceeds, the "Investigation Budget").

25. Effect of Stipulations on Third Parties.

(a) The stipulations, admissions, waivers, and releases contained in paragraph F hereof, and contained in paragraph F of the First Interim Order, were and shall be binding upon the Debtors (including their representatives) and any successor or assigns thereto upon entry of this Second Interim Order. The stipulations, admissions, waivers, and releases contained in the Interim Orders were and shall also be binding upon all other parties in interest, including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, including the Committee, or any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors (a "Trustee"), unless (i) such party with requisite standing, has duly filed an appropriate pleading challenging the legality, amount, validity, perfection, priority, extent, or enforceability of, or any payments made, whether before or after the Petition Date, on account of, the Prepetition Liens, or the Prepetition Secured Obligations, or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims, or causes of action, objections, contests, or defenses (each such proceeding or contested matter, a "Challenge") against the Prepetition Secured Parties or any such parties' affiliates or representatives in connection with any matter related to the Prepetition Secured Facilities Documents, the Prepetition Collateral, the Prepetition Liens, or the Prepetition Secured Obligations by no later than the date that is seventy-five (75) days from entry of the First Interim Order, subject to further extension (a) by written agreement (which writing may be in the form of e-mail by counsel) of the Debtors and the Prepetition Senior Loan Agent (at the direction of the Prepetition Senior Lenders pursuant to the Prepetition Senior Loan Documents) each in their sole discretion, or (b) by this Court for good cause shown pursuant to an application

filed and served by a party in interest prior to the expiration of the Challenge Period, the "Challenge Period"); *provided*, that the Challenge Period for the Committee will expire (unless otherwise extended pursuant to the terms of the Final DIP Order) upon the entry of an order approving the adequacy of a disclosure statement; *provided further,* in the event that, prior to the expiration of the Challenge Period, (x) the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code or (y) a chapter 11 trustee is appointed in the Chapter 11 Cases, then in each such case, the Challenge Period shall be extended for a period of thirty (30) calendar days solely with respect to any Trustee, commencing on the occurrence of either of the events described in the foregoing clauses (x) and (y); and (ii) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such Challenge or claim in any such duly filed adversary proceeding or contested matter. If no such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition Secured Obligations shall constitute allowed claims, not subject to any Challenge (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, "claim" (as defined by Bankruptcy Code section 101(5)), impairment, subordination (whether equitable, contractual or otherwise), or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in the Chapter 11 Cases and any subsequent chapter 7 cases, if any; (y) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, and of the priority specified in paragraph F hereof, not subject to setoff, subordination, defense, avoidance, impairment, disallowance, recharacterization, reduction, recoupment, or recovery; and (z) the Prepetition Secured Obligations, the Prepetition Liens on the Prepetition

Collateral, and the Prepetition Secured Parties (in their capacities as such) shall not be subject to any other or further challenge, and any party in interest shall be forever barred from seeking to exercise the rights of the Debtors' estates or taking any such action, including any successor thereto (including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any adversary proceeding or contested matter is timely filed by a party that has standing as provided above prior to the expiration of the Challenge Period, (i) the stipulations and admissions contained in the Interim Orders shall nonetheless remain binding and preclusive on all other parties in interest, including any Trustee, except with respect to any party that timely files a Challenge and solely as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding or contested matter; *provided* that a successful adversary proceeding or contested matter filed by the Committee will inure to the benefit of all unsecured creditors and, in such event, the stipulations and admissions contained in this Second Interim Order specifically resolved or addressed by such a successful adversary proceeding or contested matter shall not be binding and shall not remain preclusive on all general unsecured creditors (other than the Prepetition Secured Parties with respect to any deficiency claims held by such Prepetition Secured Parties and as otherwise provided in paragraph 33 of this Second Interim Order); *provided*, *further*, that the filing of a motion by the Committee or any other party in interest seeking standing with respect to a Challenge, attaching a draft of the complaint or other pleading setting forth such Challenge, shall toll the Committee's or any such party's Challenge Period in respect of such Challenge, solely as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding or contested matter, until the date that is one (1) business day after the entry of a final order of the Court (which order, on request of any party, will be issued within fourteen (14) days

of the filing of such motion or as otherwise determined by the Court) ruling on such standing motion with respect to such Challenge (or to such later date as agreed to by the challenging party, the Debtors and the Ad Hoc Group of Senior Lenders); and (ii) any Challenge not brought in such adversary proceeding or contested matter shall be forever barred; *provided*, that, if and to the extent any challenges to a particular stipulation or admission are withdrawn, denied, or overruled by a final non-appealable order, such stipulation shall also be binding on the Debtors' estates and all parties in interest. For the avoidance of doubt, none of the DIP Collateral (including any proceeds thereof) shall be used to fund any professional fees or expenses of any party in connection with any Challenge (other than such fees and expenses of the Committee Professionals which, subject to entry of the Final Order (to the extent provided therein), shall not exceed the Investigation Budget) whether pursuant to the Interim Orders or otherwise. To the extent the Final Order or any subsequent order of the Court or agreement of the parties provides for any payments on account of the Prepetition Emergency Loan Obligations, the Committee's right to challenge the Prepetition Emergency Loans and any payments made on account of such obligations shall be subject to the Final Order.

(b) Nothing in the Interim Orders vests or confers on any person (as defined in the Bankruptcy Code), including the Committee, standing or authority to pursue any claims or causes of action belonging to the Debtors or their estates, including, without limitation, any Challenge with respect to the Prepetition Secured Facilities Documents or the Prepetition Secured Obligations, and all rights to object to such standing are expressly reserved.

26. Release. Effective upon entry of the First Interim Order and as reaffirmed by this Second Interim Order, and subject to the rights of parties in interest, other than the Debtors, pursuant to paragraphs 24 and 25 of the First Interim Order, each of the Debtors, on its own behalf

and on behalf of its past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, absolutely, unconditionally, and irrevocably released and forever discharged and acquitted the DIP Agents, the DIP Lenders, the Prepetition Secured Parties and their respective affiliates, and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and the respective successors and assigns thereof, solely in their capacities as such (collectively, the "Released Parties"), from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action arising at any time on or prior to the date of this Second Interim Order of any kind, nature, or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or in equity, upon contract, tort, or under any state or federal law or otherwise, arising out of or related to the DIP Facilities, the DIP Obligations, the DIP Liens, the DIP Credit Agreements, the other DIP Documents, the Prepetition Secured Facilities Documents, the obligations owing and the financial obligations made thereunder, the negotiation of any of the foregoing, in each case that the Debtors at any time had, now have, or may have, or that their successors or assigns hereafter can or may have, against any of the Released Parties for or by reason of any act, omission, matter, cause, or thing whatsoever arising at any time on or prior to the date of the First Interim Order; *provided*, that nothing herein shall relieve the Released Parties from fulfilling their obligations under the DIP Credit Agreements, the other DIP Documents, and the Interim Orders.

27. Turnover. Except as expressly permitted in the Interim Orders, any "first" day order, or the DIP Documents, and except with respect to the DIP Loan Parties, in the event that any person or entity receives any payment on account of a security interest in the DIP Collateral (other than with respect to the Carve Out or the Permitted Prior Liens), receives any DIP Collateral or any proceeds of the DIP Collateral or receives any other payment or distribution with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations and termination of all DIP Commitments, such person or entity shall be deemed to have received, and shall hold, any such DIP Collateral or any payment on account or proceeds thereof in trust for the benefit of the Senior DIP Secured Parties and, upon the indefeasible payment in full in cash of the Senior DIP Obligations, the Junior DIP Secured Parties and shall immediately turn over such collateral, proceeds, payment or distribution to the Senior DIP Agent or, upon the indefeasible payment in full in cash of the Senior DIP Obligations, the Junior DIP Agent, or as otherwise instructed by this Court, for application in accordance with the applicable DIP Documents and the Interim Orders, in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct; *provided*, however, that this provision shall not apply to the DIP Loan proceeds on account of Tranche B Loans deposited into the DIP Escrow Account and not yet disbursed to the Borrower. The applicable DIP Agent is authorized to make any such endorsements as agent for such person or entity. This authorization is coupled with an interest and is irrevocable.

28. Priming Liens. The Prepetition Senior Loan Agent is and was authorized and directed to take all steps required to give full force and effect to the Priming Liens granted pursuant to the terms of the Interim Orders including, but not limited to: (i) entering into and adhering to one or more intercreditor agreements (and any ancillary documents that are necessary or desirable

in connection therewith) with the DIP Agents on terms sufficient to: (a) acknowledge or consent to, and otherwise give full force and effect in all jurisdictions (domestic and foreign) to, the priority of the Priming Liens provided for in the Interim Orders over any other competing lien, security interest, or encumbrance of any kind or nature (including Prepetition Liens); and (b) implement the turnover provisions provided for in the Interim Orders or any other DIP Documents; and (ii) facilitating in all respects the effective registration and priority of the DIP Liens in all relevant jurisdictions (including non-U.S. jurisdictions) on any and all DIP Collateral envisaged by and required under the DIP Credit Agreements and the other DIP Documents (including the Interim Orders).

29. Insurance. 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. Upon entry of First Interim Order, the DIP Agents were, are, and will be deemed to be, without any further action or notice, named as additional insureds and lender's loss payees on each insurance policy maintained by the Debtors which in any way relates to the DIP Collateral. To the extent that the Junior DIP Agent or a Prepetition Agent is listed as a loss payee under the insurance policies of any of the DIP Loan Parties, the Senior DIP Agent shall also be deemed to be a loss payee under such insurance policies until the indefeasible payment in full of the Senior DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and shall act in that capacity and distribute any proceeds recovered or received in respect of such insurance policies in accordance with the terms of the Interim Orders and the DIP Documents.

30. Loss or Damage to Collateral. The DIP Secured Parties and Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP

Collateral or Prepetition Collateral, as applicable, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in value thereof, or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person. All risk of loss, damage, or destruction of DIP Collateral or Prepetition Collateral shall be borne by the Debtors.

31. Credit Bidding. Upon entry of the First Interim Order, subject to Bankruptcy Code section 363(k), the terms of the DIP Documents, and the Interim Orders, including the Challenge Period and the Lien/Claim Priorities Exhibit, any DIP Agent, or any assignee or designee of the applicable DIP Agent, acting at the direction of the applicable Required DIP Lenders and on behalf of the applicable DIP Secured Parties, shall have the unqualified and unconditional right to credit bid up to the full amount of any DIP Obligations in respect of the applicable DIP Facility, including any accrued interest and expenses in connection with any sale or other disposition of all or any portion of the DIP Collateral, including, without limitation, sales occurring pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or a plan of liquidation under Bankruptcy Code sections 1123 and 1129, or (c) a sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725 (any of the foregoing sales or dispositions, a "Sale"), on a dollar-for-dollar basis; *provided*, that the right of the Junior DIP Agent, acting at the direction of the Required Junior DIP Lenders and on behalf of the Junior DIP Lenders, to credit bid the Junior DIP Obligations is conditioned upon such bid including the indefeasible repayment in cash of all Senior DIP Obligations, upon the satisfaction of which, neither the Senior DIP Agent nor any Senior DIP Lenders may object to the Junior DIP Agent and/or Junior DIP Lenders' credit bid based on the relative lien/claim priorities between the Senior DIP Obligations and the Junior DIP Obligations set forth in the Lien/Claim Priorities Exhibit; *provided*, *further*, that such relief will

be binding on the Debtors' chapter 11 estates and all parties in interest upon entry of the Final Order. The DIP Agents and the Prepetition Agents each shall automatically be deemed a "qualified bidder" with respect to any disposition of assets by the Debtors in a Sale. The DIP Agents and the Prepetition Agents, as applicable, shall have the absolute right to assign, sell, or otherwise dispose of its respective right to credit bid in connection with any credit bid by or on behalf of the DIP Secured Parties or Prepetition Secured Parties, as applicable, to any acquisition entity or joint venture formed in connection with such bid.

32. No Requirement to Accept Title to Collateral. Except as may be otherwise agreed in writing, the DIP Agents, DIP Lenders and Prepetition Secured Parties shall not be obligated to accept title to any portion of the respective DIP Collateral or Prepetition Collateral in the payment of the indebtedness owed to such parties by the Debtors, in lieu of payment in cash, nor shall any of the DIP Agents, DIP Lenders or Prepetition Secured Parties be obligated to accept payment in cash that is encumbered by any interest of any person or entity other than the DIP Agents, DIP Lenders, or Prepetition Secured Parties.

33. Roll-Up of Certain Prepetition Senior Loan Obligations. Upon entry of a Final Order to the extent provided therein, 47.5% of Senior Loan Claims held by the DIP Lenders funding Tranche B Loans and their respective designated affiliates shall be immediately, automatically, and, subject to the rights of the Debtors and other parties in interest pursuant this paragraph 33 and paragraphs 24 and 25 of the Interim Orders, irrevocably deemed Tranche C Loans and shall constitute DIP Obligations (it being understood and agreed that such Roll-Up of the Prepetition Senior Loans (i) is not and shall not be deemed a novation (*koukai*) or de facto loans (*jun-shohi taishaku*) under the Civil Code of Japan and (ii) does not constitute a repayment of the Prepetition Senior Loans)) and, except as otherwise provided in the Final Order, the Junior

DIP Credit Agreements, and the other DIP Documents, shall be entitled to all of the priorities, privileges, rights, and other benefits afforded to the other DIP Obligations under the Final Order, DIP Credit Agreements, and the other DIP Documents. The continuation of certain Prepetition Senior Loans through the Roll-Up as described in this paragraph 33 (it being understood and agreed that such Roll-Up (i) is not and shall not be deemed a novation (*koukai*) or de facto loans (*jun-shohi taishaku*) under the Civil Code of Japan and (ii) does not constitute a repayment of the Prepetition Senior Loans) is sought as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the DIP Lenders to fund amounts pursuant to the terms of the DIP Facilities, is not sought as payments under, adequate protection for, or otherwise on account of, any Prepetition Senior Loans and, to the extent the Roll-Up is authorized, it shall not be subject to any sharing or turnover provisions set forth in the Prepetition Senior Loan Documents. Subject to the Lien/Claim Priorities Exhibit and this paragraph 33, the Tranche B DIP Loans and the Tranche C Loans shall be secured by the DIP Collateral on a *pari passu* basis; *provided*, that any Tranche C Loans authorized by this Court shall be subordinated in right of payment from the proceeds of the DIP Collateral to (i) the Tranche A Loans, (ii) the Tranche B Loans, (iii) the Prepetition Emergency Loans, and (iv) the Senior Lender Priority Recovery (as defined in the Restructuring Support Agreement), and shall only be entitled to payment from such proceeds after such obligations set forth in the immediately preceding clause (i) through (iv) have been paid in full. In the event of a successful Challenge to the Roll-Up in accordance with the Final Order, the Court may, following a notice and a hearing, fashion any appropriate remedy solely for the benefit of the Debtors' prepetition creditors other than the Prepetition Secured Parties with respect to the Prepetition Secured Obligations (including any deficiency claims held by such Prepetition Secured Parties).

34. No Obligation to Extend Credit. The DIP Agents and DIP Lenders shall have no obligation to make any loan or advance under the relevant DIP Documents or the DIP Credit Agreements unless all of the applicable conditions precedent (as applicable) under the DIP Credit Agreements, the DIP Documents, and the Interim Orders have been satisfied in full or waived by the DIP Lenders and in accordance with the terms of the DIP Credit Agreements, the Interim Orders, and the other applicable DIP Documents.

35. Restrictions on Transfer of DIP Collateral or Prepetition Collateral to Non-Debtor Affiliates. The Debtors shall not transfer or use any DIP Collateral or Prepetition Collateral, including Cash Collateral, to or for the benefit of any direct or indirect non-debtor affiliate or subsidiary of the Debtors absent the express written consent of the DIP Agents (acting at the direction of the respective Required DIP Lenders) or as set forth in the DIP Budget and only after providing the Committee, on a professional eyes only basis, five (5) business days' prior written notice of any such transfer or use; *provided* that nothing contained herein or in the DIP Documents shall preclude the Debtors from seeking to refinance the DIP Facilities.

36. No Waiver by Failure to Seek Relief. The failure of the Debtors, the DIP Agents, DIP Lenders, or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under the Interim Orders, the DIP Credit Agreements, the other DIP Documents, the Prepetition Secured Facilities Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

37. Binding Effect; Successors and Assigns. The DIP Credit Agreements, the other DIP Documents, and the provisions of the Interim Orders, including all findings herein, , subject to paragraphs 24 and 25 as to non-Debtors, shall be binding upon all parties in interest in the Chapter 11 Cases, including, without limitation, the DIP Agents, the DIP Lenders, the Prepetition

Secured Parties, the Committee, and the Debtors and their respective successors and assigns (including any Trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to Bankruptcy Code section 1104, 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 Agents, the DIP Lenders, and the Prepetition Secured Parties; *provided* neither the DIP Secured Parties nor the Prepetition Secured Parties shall have any obligation to permit the use of DIP Collateral or Prepetition Collateral (including Cash Collateral) or to extend any financing to any Trustee or similar responsible person appointed for the estates of the Debtors.

38. Limitation of Liability. Solely in determining to make any loan under the DIP Credit Agreements and the other DIP Documents, permitting the use of Cash Collateral, or exercising any rights or remedies (excluding any actions taken after an exercise of remedies) as and when permitted pursuant to the Interim Orders, the DIP Credit Agreements, the other DIP Documents, or the Prepetition Secured Facilities Documents, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors or their respective business, nor shall they owe any fiduciary duty to any of the Debtors, their creditors or estates, or constitute or be deemed to constitute a joint venture or partnership with any of the Debtors. Furthermore, nothing in the Interim Orders, DIP Credit Agreements, the other DIP Documents, or the Prepetition Secured Facilities Documents shall in any way be construed or interpreted to impose or to allow the imposition upon the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties of any

liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in Bankruptcy Code section 101(2)).

39. Amendment of the DIP Documents. The DIP Credit Agreements and the other DIP Documents may from time to time be amended, restated, waived, modified, or supplemented by the Debtors and the DIP Agents (acting at the direction of the requisite DIP Lenders) or the requisite DIP Lenders, in each case, in accordance with the terms and conditions of the Interim Orders and such DIP Documents, without further order of the Court, if the amendment, restatement, waiver, modification, or supplement does not (a) shorten the original stated maturity of the DIP Loans, (b) increase the aggregate commitments or the rate of interest payable thereunder, or (c) amend the Events of Default or covenants under the DIP Credit Agreements or the other DIP Documents to be materially more restrictive to the Debtors (taken as a whole) (such amendment, restatement, waiver, modification or supplement, an "Approved Modification"); *provided*, *that*, for the avoidance of doubt, other than as explicitly set forth herein, in the DIP Credit Agreements or another DIP Document, updates and supplements to the DIP Budget required to be delivered by the Debtors under the DIP Credit Agreements or the Interim Orders shall not require further order of the Court; *provided*, *further*, that the Debtors shall provide notice of any proposed Approved Modifications to the U.S. Trustee, the DIP Agents, the Prepetition Agents, and the Committee (which may be provided through e-mail) no later than two (2) business day prior to the effectiveness thereof. In the case of an amendment, restatement, waiver, supplement, or other modification of the DIP Credit Agreements or any other DIP Documents that is not an Approved Modification, the Debtors shall (a) provide notice (which may be provided through e-mail) to counsel to the Committee, the U.S. Trustee, the DIP Agents, and the Prepetition Agents and (b) obtain approval of the Court, upon required notice to the parties identified in clause (a) and

any other required parties. Notwithstanding anything to the contrary in this paragraph 39, the Senior DIP First Amendment is hereby approved, substantially in the form attached hereto as **Exhibit 1**, and shall become effective pursuant to the terms thereof.

40. Master Proofs of Claim. None of the DIP Agents, DIP Lenders, or Prepetition Secured Parties shall be required to file proofs of claim in any of the Chapter 11 Cases or any successor cases for any claim allowed herein, and the stipulations in paragraph F shall be deemed to constitute a timely filed proof of claim with respect to the Prepetition Secured Obligations against each of the applicable Debtors in the Chapter 11 Cases. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or any successor cases to the contrary, the DIP Agents, on behalf of themselves and their respective other DIP Secured Parties, and the Prepetition Agents, on behalf of themselves and their respective other Prepetition Secured Parties, as applicable, are authorized and entitled, but not directed or required (except as the DIP Agents may be directed by the applicable Required DIP Lenders and the Prepetition Agents may be directed by the requisite Prepetition Secured Parties), to file (and amend and/or supplement, from time to time, as the respective agents determine) a master proof of claim on account of any and all of the respective claims arising under the DIP Facilities or Prepetition Secured Facilities Documents, as applicable (the "Master Proof of Claim"). For administrative convenience, any Master Proof of Claim authorized herein may be filed in the case of Debtor Marelli Automotive Lighting USA LLC with respect to all amounts asserted in such Master Proof of Claim, and such Master Proof of Claim shall be deemed to be filed and asserted by the applicable entity or entities against every Debtor asserted to be liable for the applicable claim. For the avoidance of doubt, the provisions set forth in this paragraph and any Master Proof of Claim filed pursuant to the terms hereof 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, including, without limitation, the numerosity requirements set forth in Bankruptcy Code section 1126. The DIP Agents and Prepetition Agents, as applicable, shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by each of the Debtors to the DIP Secured Parties or Prepetition Secured Parties, as applicable, which instruments, agreements, or other documents will be provided upon written request to counsel to applicable DIP Agent or the Prepetition Agents, as applicable. Any order entered by the Court in relation to the establishment of a bar date for any claim (including any administrative claim) in any of the Chapter 11 Cases or any successor cases shall not apply to the DIP Agents, the DIP Lenders or the Prepetition Secured Parties. For the avoidance of doubt, none of the DIP Agents, DIP Lenders, or Prepetition Secured Parties, as applicable, will be required to file any request for allowance and/or payment of any administrative expenses authorized under the Interim Orders.

41. Reservation of Rights. Nothing in the Interim Orders shall be construed as consent to the allowance of any fees, expenses, reimbursement or compensation sought by any Professional Person, and the DIP Agents, DIP Lenders and the Prepetition Secured Parties reserve the right to review and object to any fee statement, interim application or monthly application issued or filed by any Professional Person. Notwithstanding anything to the contrary in the Interim Orders or in the DIP Documents, (x) in no event shall any DIP Lender be required to fund any amounts in excess of its pro rata commitments with respect to the New Money DIP Loans, or be required to fund after the DIP Obligations have been repaid and the DIP Lenders' commitments under such DIP Facility have been terminated, and (y) the payment of any Allowed Professional Fees pursuant to the Carve Out shall not (i) reduce any Debtor's obligations owed to the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (whether under the Interim Orders or otherwise) or

(ii) modify, alter or otherwise affect any of the liens and security interests of such parties (whether granted under the Interim Orders or otherwise) in the DIP Collateral or Prepetition Collateral.

42. Chubb Reservation of Rights. For the avoidance of doubt (i) nothing, including the DIP Documents and/or this Second Interim Order, alters or modifies the terms and conditions of any insurance policies issued by ACE American Insurance Company and Federal Insurance Company and each of their U.S.-based affiliates and predecessors (collectively, "Chubb"), and/or any agreements, documents, or instruments related thereto; and (ii) the proceeds of any insurance policy issued by Chubb shall only be considered to be DIP Collateral to the extent such proceeds are paid to the Debtors or their estates (as opposed to a third party claimant) pursuant to the terms of any such applicable insurance policy or applicable non-bankruptcy law.

43. City of El Paso Reservation of Rights. For clarity and the avoidance of any doubt, notwithstanding any provisions to the contrary in this Second Interim Order, any statutory tax liens of the City of El Paso (Texas) (whether prepetition or post-petition) shall not be primed by nor subordinated to any liens granted pursuant to this Second Interim Order to the extent such tax liens in favor of the City of El Paso (Texas) are valid, senior, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the City of El Paso (Texas) are fully preserved.

44. Automatic Stay Modified. The automatic stay under Bankruptcy Code section 362 shall be modified and lifted to the extent necessary to allow the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, as applicable, to provide any notices to the Debtors or take any other action as contemplated by and in accordance with the Interim Orders, the DIP Credit Agreements, and the other DIP Documents.

45. Necessary Action. The Debtors are authorized to take any and all such actions and to make, execute, and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of the Interim Orders and the transactions contemplated hereby or thereby.

46. Right to Seek Additional Adequate Protection. The First Interim Order, and this Second Interim order, are without prejudice to, and do not constitute a waiver of, expressly or implicitly, the rights of the Prepetition Secured Parties to request additional forms of adequate protection at any time, subject to the consent of the DIP Agents (acting at the direction of the respective Required DIP Lenders in their sole discretion) and any party in interest's right to object thereto. Nothing in the First Interim Order or this Second Interim Order shall be deemed a finding by the Court or an acknowledgment by the Prepetition Secured Parties that the adequate protection granted herein does in fact adequately protect the Prepetition Secured Parties against any Diminution in Value.

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

48. Second Interim Order Governs. In the event of any inconsistency or conflict between the express terms or provisions of the DIP Documents and this Second Interim Order, the provisions of this Second Interim Order shall govern.

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

50. Final Hearing. A final hearing on the Motion will be held on July 31, 2025 at 3:30 p.m., prevailing Eastern Time. The Debtors shall promptly serve copies of this Second Interim Order (which shall constitute adequate notice of the final hearing) to the parties having been given notice of the Hearing (including, for the avoidance of doubt, all Prepetition Secured Parties), and to any other party that has filed a request for notices with this Court. Any objections or responses to entry of the Final Order shall be filed on or before 4:00 p.m., prevailing Eastern Time, on July 29, 2025; *provided* that the Final Hearing may be adjourned or otherwise postponed upon the Debtors' filing of a notice of such adjournment.

51. Notice of Entry of Second Interim Order. The Debtors shall promptly serve copies of this Second Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Second Interim Hearing, to any party that has filed a request for notices with this Court and to the Committee.

52. Retention of Jurisdiction. The Court shall retain exclusive jurisdiction to resolve any and all disputes arising under or related to the DIP Obligations, the DIP Credit Agreements, the other DIP Documents, and/or the provisions of the Interim Orders, and to enforce all of the conditions of the DIP Credit Agreements, the other DIP Documents and the Interim Orders.

Dated: July 25th, 2025
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Senior DIP First Amendment

Execution Version

AMENDMENT NO. 1 TO FIRST-OUT SUPER-SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This AMENDMENT NO. 1 TO FIRST-OUT SUPER-SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "***Amendment***"), dated as of July 24, 2025, is entered into among Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases (the "***Borrower***"), the Lenders party hereto (as defined in the Existing Credit Agreement (as defined below)), and GLAS USA LLC, as administrative agent for the Lenders and as collateral agent, security trustee and joint and several creditor for the Secured Parties (in such capacities, together with its successors and assigns in such capacities, the "***Agent***") under the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Lenders from time to time party thereto, and the Agent are party to that certain First-Out Super-Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June 13, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "***Existing Credit Agreement***", and as amended or otherwise modified by this Amendment, the "***Credit Agreement***"); and

WHEREAS, pursuant to Section 10.1 of the Existing Credit Agreement, the Borrower and the Required Lenders have agreed to amend certain provisions of the Existing Credit Agreement as more fully set forth herein.

WHEREAS, the Required Lenders hereby direct, instruct and authorize the Agent to execute this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, in the Credit Agreement and/or in the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Existing Credit Agreement, as amended by this Amendment.

2. Amendments. The Existing Credit Agreement is hereby amended effective as of the Amendment No. 1 Effective Date (as defined below) as follows:

2.1 The third WHEREAS clause in the Recitals of the Existing Credit Agreement shall be amended and replaced in full as follows:

"WHEREAS, the Borrower has requested and the Lenders have agreed to provide a first-out super-senior secured debtor-in-possession term loan facility to the Borrower (the "Facility"), in an aggregate principal amount up to $864,782,594, of which an aggregate principal amount equal to $518,869,557 will be provided in a single draw on or substantially concurrently with the Closing Date and the remaining aggregate principal amount equal to $345,913,037 will be made available to the Borrowers in two draws upon

satisfaction of the conditions in accordance with the terms hereof, with the proceeds of such Loans to be used to fund working capital and general corporate purposes and certain permitted administrative expenses of the Chapter 11 Debtors during the pendency of the Chapter 11 Cases and to make certain other payments, in each case in accordance with the Approved Budget (as defined below) and with the terms of this Agreement; and"

2.2 Section 1.1 of the Existing Credit Agreement shall be amended by adding the following defined terms as follows:

""Amendment No. 1": that certain Amendment No. 1 to First-Out Super-Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of July 24, 2025, among the Borrower, the Lenders party thereto and the Agent."

""First Interim Order": the Interim Order entered by the Bankruptcy Court on June 12, 2025, in the Chapter 11 Cases approving the Facility Motion on an interim basis, which Interim Order shall be in form and substance acceptable to the Required Lenders and shall not, subject to entry of the Second Interim Order or the Final Order, be reversed, vacated, stayed, amended, supplemented or otherwise modified without the prior written consent of the Required Lenders."

""Second Interim Order": the Second Interim Order entered by the Bankruptcy Court on July 24, 2025, in the Chapter 11 Cases approving, among other things, the access to the first borrowing of Delayed-Draw Loans pursuant to Section 2.8 of the Amendment No. 1 and the extension of the Milestone for entry of the Final Order on an interim basis, which Second Interim Order shall be in form and substance acceptable to the Required Lenders and shall not, subject to entry of the Final Order, be reversed, vacated, stayed, amended, supplemented or otherwise modified without the prior written consent of the Required Lenders."

2.3 Section 1.1 of the Existing Credit Agreement shall be amended by amending and replacing in full the following defined terms as follows:

""Initial Availability Period": the period from and including the date the First Interim Order is entered by the Bankruptcy Court to the fifth Business Day immediately after such date."

""Interim Order": prior to the entry of the Second Interim Order, the First Interim Order, and thereafter, the Second Interim Order."

""Final Availability Period": the period from and including the date the Second Interim Order is entered by the Bankruptcy Court to the Maturity Date.

""Maturity Date": the earliest of to occur of: (a) the Initial Maturity Date; *provided* that, if no Event of Default has occurred and is continuing as of such date, the Borrower may elect to extend the stated maturity date by an additional three (3) months (the "Maturity Extension"); (b) unless otherwise approved by the Required Lenders, 65 days after the entry of the First Interim Order by the Bankruptcy Court if the Final Order has not been entered by the Bankruptcy Court; (c) the consummation of any sale or Disposition of

all or substantially all of the Chapter 11 Debtors' assets pursuant to a 363 Sale; (d) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date") of a plan of reorganization (including a Plan of Reorganization) filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (e) the date of the acceleration of the Loans and the termination of the Commitments with respect to this Facility in accordance with the terms hereof and the other Loan Documents; and (f) the date that the Loans (as defined in the Junior DIP Credit Agreement) are required to be repaid (whether at stated maturity or by acceleration)."

2.4 Section 1.1 of the Existing Credit Agreement shall be amended by amending and deleting the definition of "Final Facility Effective Date" entirely.

2.5 Section 2.1(a)(ii) of the Existing Credit Agreement shall be amended and replaced in full as follows:

"(ii) during the Final Availability Period, twice (but not more than twice) in an aggregate principal amount equal to $345,913,037 (the "Delayed-Draw Loans"). The Delayed-Draw Loans made by the Lenders pursuant to this Section 2.1(a)(ii) shall be made in accordance with their respective pro rata share of the aggregate Delayed-Draw Loan Commitments. Each Lender's Delayed-Draw Loan Commitment shall be reduced on a dollar-for-dollar basis in an amount equal to the Delayed-Draw Loans funded thereunder. Without limiting the generality of the foregoing, in no event shall any Lender be required to make any Delayed-Draw Loans at any time in an amount that exceeds such Lender's Delayed-Draw Loan Commitment in effect at such time."

2.6 Sections 2.8(b), 6.10(b)(i) and 7.1(a) of the Existing Credit Agreement shall be amended by replacing each use of the term "Interim Order" therein with "First Interim Order".

2.7 The heading of Section 5.2(f) of the Existing Credit Agreement shall be amended and replaced in full as follows:

"First Interim Order/ Second Interim Order/ Final Order."

2.8 Section 5.2(f) of the Existing Credit Agreement shall be amended and replaced in full as follows:

"(i) With respect to the Loans, the Bankruptcy Court shall have entered the First Interim Order, which First Interim Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Lenders, and shall include the DIP Subordination Provisions.

(ii) With respect to the first borrowing of Delayed-Draw Loans in a principal amount of up to $200,000,000, the Bankruptcy Court shall have entered the Second Interim Order, which Second Interim Order shall, on each Borrowing Date on and after the entry of the Second Interim Order, be in full force and effect and shall not have been reversed,

vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Lenders.

(iii) With respect to the second borrowing of Delayed-Draw Loans in a principal amount up to any remaining Delayed-Draw Loan Commitments then outstanding, the Bankruptcy Court shall have entered the Final Order, which Final Order shall, on each Borrowing Date on and after the entry of the Final Order, be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Lenders."

2.9 Schedule IV to the Existing Credit Agreement shall be amended by amending and replacing items (3), (5) and (7) thereof in full as follows:

"(3) No later than seventy (70) days after the Petition Date, the Bankruptcy Court shall have entered the Final Order."

"(5) The Chapter 11 Debtors shall have filed the Plan and the Disclosure Statement with the Bankruptcy Court by no later than ninety (90) days after the Petition Date (or if later, the milestone date set forth in the Restructuring Support Agreement therefor as such milestone date may be extended from time to time in accordance with the terms of the Restructuring Support Agreement, but in no event later than fifteen (15) days after such ninety (90)-day milestone date therefor)."

"(7) The Bankruptcy Court shall have entered the Disclosure Statement Order by no later than one hundred twenty-five (125) days after the Petition Date (or if later, the milestone date set forth in the Restructuring Support Agreement therefor as such milestone date may be extended from time to time in accordance with the terms of the Restructuring Support Agreement, but in no event later than ten (10) days after such one hundred twenty-five (125)-day milestone date therefor)."

3. Effectiveness. This Amendment shall be deemed effective on the date (such date, the "***Amendment No. 1 Effective Date***") when each of the following conditions is satisfied (or waived in accordance with the terms of the Credit Agreement):

(a) the Agent shall have received from the Borrower and Lenders constituting the Required Lenders the duly executed counterparts of this Amendment;

(b) (i) immediately prior to and after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing, and (ii) immediately prior to and after giving effect to this Amendment, all representations and warranties made by each Loan Party contained in the Credit Agreement or in the other Loan Documents are true and correct in all material respects, in each case, with the same effect as though such representations and warranties had been made on and as of the date hereof (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date); provided, that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language are true and correct in all respects on such respective dates;

(c) the Agent shall have received from the Borrower an executed Borrowing Notice in respect of the first borrowing of Delayed-Draw Loans, which shall specify (i) a proposed Borrowing Date of July 24, 2025, (ii) the aggregate principal amount of the requested Delayed-Draw Loan up to $200,000,000 and (iii) the Type of Loan requested (the "Amendment No. 1 Borrowing Notice"); and

(d) the Agent shall have received from the Borrower a duly executed copy of the Junior DIP Credit Agreement, which, among other things, shall provide for a maturity date and a milestone deadline for entry of a final order with respect to the Junior DIP Credit Agreement that is not less restrictive to the Borrower than the Credit Agreement, and which shall be effective in accordance with its terms.

4. Procedure for First Borrowing of Delayed-Draw Loans. Effective as of the Amendment No. 1 Effective Date, (a) the Agent and the Required Lenders hereby waive the three (3) Business Day notice requirement with respect to the Borrower's delivery of the Amendment No. 1 Borrowing Notice; (b) the Borrowing Notice delivered by the Borrower to the Agent on or about July 21, 2025 in respect of a proposed borrowing of Delayed-Draw Loans in the principal amount of $345,913,037 (the "July 21 Borrowing Notice") is hereby deemed withdrawn and of no further force and effect; and (c) any amounts made available by a Lender to the Agent in the Agent Account with respect to the July 21 Borrowing Notice shall be deemed to have been made available by such Lender with respect to the Amendment No. 1 Borrowing Notice in an amount equal to such Lender's pro rata share of the borrowing of Delayed-Draw Loans being made, subject to the terms and conditions of the Credit Agreement and the other Loan Documents, to the Borrower pursuant to the Amendment No. 1 Borrowing Notice, and the Agent is hereby authorized and directed to remit to such Lender any such amounts made available by such Lender that are in excess of such Lender's pro rata share of such borrowing. The Agent shall be entitled to rely conclusively and act upon (in each case without liability or further investigation) instructions from the Borrowers (which may be provided by e-mail from Kirkland & Ellis LLP) with respect to withdrawal of the July 21 Borrowing Notice. If any written confirmation to remit excess funds to Lenders is provided to Agent later than 2:00 p.m. New York City time, such remittances shall be completed on the following Business Day. In no circumstances and notwithstanding any provision to the contrary will the Agent be responsible or liable to pay any interest or fee with respect to any excess funding or remittance amounts.

5. Representations and Warranties. The Borrower hereby represents and warrants to the Required Lenders that:

(a) the execution, delivery and performance of this Amendment has been duly authorized by all requisite corporate action on the part of the Borrower;

(b) this Amendment constitutes the valid and legally binding agreement enforceable against the Borrower in accordance with their respective terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(c) immediately prior to and after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing; and

(d) immediately prior to and after giving effect to this Amendment, all representations and warranties made by each Loan Party contained in the Credit Agreement or in the other Loan Documents are true and correct in all material respects, in each case, with the same effect as though such representations and warranties had been made on and as of the date hereof (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date); provided, that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language was true and correct in all respects on such respective dates.

6. [Reserved]

7. Reference to and Effect on the Loan Documents.

(a) The provisions of the Existing Credit Agreement (as modified by this Amendment) and the other Loan Documents shall remain in full force and effect in accordance with their terms following the effectiveness of this Amendment, and are hereby ratified and confirmed. This Amendment and the amendments and modifications herein contained shall in no manner affect or impair the Obligations or the Liens securing payment and performance thereof.

(b) From and after the date hereof, each reference in the Existing Credit Agreement to "hereunder," "hereof," "this Agreement" or words of like import and each reference in the other Loan Documents to "Credit Agreement," "thereunder," "thereof" or words of like import shall, unless the context otherwise requires, mean and be a reference to the Existing Credit Agreement as amended by this Amendment. This Amendment is a Loan Document for all purposes under the Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender, Collateral Agent or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. No failure or delay on the part of the Agent or the Lenders in exercising, and no course of dealing with respect to, any right, power or privilege under this Amendment, the Credit Agreement or any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Amendment, the Credit Agreement or any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege, all of which are cumulative and are expressly reserved. Except for the amendments set forth herein, nothing contained in this Amendment shall be deemed a consent to or waiver of, or a commitment or obligation on the part of the Agent or the Lenders to any future consent to or waiver of, any other action or inaction on the part of the Borrower or any other Loan Party that constitutes (or would constitute) a violation of or departure from any covenant, condition or other obligation of the Loan Parties under the Credit Agreement and the other Loan Documents. Any such waivers or consents must be specifically agreed to in writing in accordance with the Credit Agreement.

(d) In the event of any conflict between the terms of this Amendment and the terms of the Credit Agreement or the other Loan Documents, the terms hereof shall control.

(e) This Amendment shall serve as a modification to the Existing Credit Agreement but shall not extinguish or novate the Loans or any other Obligation under the Existing Credit Agreement.

(f) The Borrowers and the Lenders acknowledge, agree and understand that the Agent shall have the full benefit of all rights, protections, disclaimers, limitations of liability and indemnities provided to it under the Credit Agreement in connection with this Agreement.

8. Governing Law; Consent to Jurisdiction; Service of Process; Venue; Waiver of Jury Trial, Etc. **SECTIONS 10.11 (GOVERNING LAW) and 10.12 (CONSENT TO JURISDICTION; SERVICE OF PROCESS; VENUE; WAIVER OF JURY TRIAL, ETC.) OF THE EXISTING CREDIT AGREEMENT ARE HEREBY INCORPORATED HEREIN *MUTATIS MUTANDIS* AS IF SUCH SECTIONS WERE SET FORTH IN FULL HEREIN**.

9. Amendments; Headings; Severability. This Amendment may not be amended nor may any provision hereof be waived except pursuant to a writing signed by the Required Lenders and Agent. The section headings are included for convenience of reference only and shall not affect the interpretation of this Amendment. Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Amendment and the other Loan Documents represent the agreement of the Loan Parties, and the Required Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party hereto or thereto relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10. Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be an original (whether such counterpart is originally executed or an electronic copy of an original and each party hereto expressly waives its rights to receive originally executed documents) and all of which shall constitute together but one and the same agreement. For the avoidance of doubt, the words "execution," "signed," "signature," and words of like import in this Agreement or any other Loan Document (including any Assignment and Assumption) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

Exhibit 2

Junior DIP First Amendment

Execution Version

AMENDMENT NO. 1 TO JUNIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This AMENDMENT NO. 1 TO JUNIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "***Amendment***"), dated as of July 24, 2025, is entered into among Marelli North America, Inc., a Tennessee corporation, as a borrower and a debtor-in-possession in the Chapter 11 Cases (the "***Tranche B Borrower***"), Marelli Holdings Co., Ltd., a Japanese corporation, as a borrower and a debtor-in-possession in the Chapter 11 Cases (the "***Tranche C Borrower***" and, together with the Tranche B Borrower, collectively, the "Borrowers" and each, a "***Borrower***") and certain Lenders under the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrowers, the Lenders from time to time party thereto, and GLAS USA LLC, as administrative agent and as collateral agent, security trustee and joint and several creditor for the Secured Parties (in such capacity, together with its successors and assigns in such capacities, the "***Agent***") are party to that certain Junior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of July 23, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "***Existing Credit Agreement***", and as amended or otherwise modified by this Amendment, the "***Credit Agreement***"); and

WHEREAS, pursuant to Section 10.1 of the Existing Credit Agreement, the Borrowers and the Required Lenders have agreed to amend certain provisions of the Existing Credit Agreement as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, in the Credit Agreement and/or in the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Existing Credit Agreement, as amended by this Amendment.

2. Amendments. The Existing Credit Agreement is hereby amended effective as of the Amendment No. 1 Effective Date (as defined below) as follows:

(a) The definition of "Maturity Date" is hereby amended and restated in its entirety as follows:

> ""Maturity Date": the earliest of to occur of: (a) the Initial Maturity Date; *provided* that, if no Event of Default has occurred and is continuing as of such date, the Borrowers may elect to extend the stated maturity date by an additional three (3) months (the "Maturity Extension"), so long as the Initial Maturity Date (as defined in the Senior DIP Credit Agreement) is also extended by an additional three (3) months; (b) unless otherwise approved by the Required Lenders, 65 days after the entry of the Interim Order by the Bankruptcy Court if the Final Order has not been entered by the Bankruptcy Court; (c) the

consummation of any sale or Disposition of all or substantially all of the Chapter 11 Debtors' assets pursuant to a 363 Sale; (d) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date") of a plan of reorganization (including a Plan of Reorganization) filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (e) the date of the acceleration of the Loans and the termination of the Commitments with respect to this Facility in accordance with the terms hereof and the other Loan Documents; (f) the date that the Loans (as defined in the Senior Loan Agreement) are required to be repaid (whether at stated maturity or by acceleration); and (g) to the extent the Bankruptcy Court approves an alternative transaction (including, but not limited to, a 363 Sale), the Loans must be repaid within five (5) Business Days of the entry by the Bankruptcy Court of an order approving such alternative transaction."

(b) Schedule IV to the Existing Credit Agreement shall be amended by amending and replacing item (3) thereof in full as follows:

"(3) No later than seventy (70) days after the Petition Date, the Bankruptcy Court shall have entered the Final Order."

3. Effectiveness. This Amendment shall be deemed effective on the date (such date, the "***Amendment No. 1 Effective Date***") when each of the following conditions is satisfied (or waived in accordance with the terms of the Credit Agreement):

(a) the Required Lenders (or their counsel) shall have received from the Borrowers and Lenders constituting the Required Lenders the duly executed counterparts of this Amendment; and

(b) (i) immediately prior to and after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing, and (ii) immediately prior to and after giving effect to this Amendment, all representations and warranties made by each Loan Party contained in the Credit Agreement or in the other Loan Documents are true and correct in all material respects, in each case, with the same effect as though such representations and warranties had been made on and as of the date hereof (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date); provided, that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language are true and correct in all respects on such respective dates.

4. [Reserved]

5. Representations and Warranties. Each Borrower hereby represents and warrants to the Required Lenders that:

(a) the execution, delivery and performance of this Amendment has been duly authorized by all requisite corporate action on the part of the Borrowers;

(b) this Amendment constitutes the valid and legally binding agreement enforceable against the Borrowers in accordance with their respective terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(c) immediately prior to and after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing; and

(d) immediately prior to and after giving effect to this Amendment, all representations and warranties made by each Loan Party contained in the Credit Agreement or in the other Loan Documents are true and correct in all material respects, in each case, with the same effect as though such representations and warranties had been made on and as of the date hereof (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date); provided, that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language was true and correct in all respects on such respective dates.

6. [Reserved]

7. Reference to and Effect on the Loan Documents.

(a) The provisions of the Existing Credit Agreement (as modified by this Amendment) and the other Loan Documents shall remain in full force and effect in accordance with their terms following the effectiveness of this Amendment, and are hereby ratified and confirmed. This Amendment and the amendments and modifications herein contained shall in no manner affect or impair the Obligations or the Liens securing payment and performance thereof.

(b) From and after the date hereof, each reference in the Existing Credit Agreement to "hereunder," "hereof," "this Agreement" or words of like import and each reference in the other Loan Documents to "Credit Agreement," "thereunder," "thereof" or words of like import shall, unless the context otherwise requires, mean and be a reference to the Existing Credit Agreement as amended by this Amendment. This Amendment is a Loan Document for all purposes under the Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender, Collateral Agent or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. No failure or delay on the part of the Agent or the Lenders in exercising, and no course of dealing with respect to, any right, power or privilege under this Amendment, the Credit Agreement or any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Amendment, the Credit Agreement or any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege, all of which are cumulative and are expressly reserved. Except for the amendments set forth herein, nothing contained in this Amendment shall be deemed a consent to or waiver of, or a commitment or obligation on the part of the Agent or the Lenders to any future consent to or waiver of, any other

action or inaction on the part of any Borrower or any other Loan Party that constitutes (or would constitute) a violation of or departure from any covenant, condition or other obligation of the Loan Parties under the Credit Agreement and the other Loan Documents. Any such waivers or consents must be specifically agreed to in writing in accordance with the Credit Agreement.

(d) In the event of any conflict between the terms of this Amendment and the terms of the Credit Agreement or the other Loan Documents, the terms hereof shall control.

(e) This Amendment shall serve as a modification to the Existing Credit Agreement but shall not extinguish or novate the Loans or any other Obligation under the Existing Credit Agreement.

8. Governing Law; Consent to Jurisdiction; Service of Process; Venue; Waiver of Jury Trial, Etc. **SECTIONS 10.11 (GOVERNING LAW) and 10.12 (CONSENT TO JURISDICTION; SERVICE OF PROCESS; VENUE; WAIVER OF JURY TRIAL, ETC.) OF THE EXISTING CREDIT AGREEMENT ARE HEREBY INCORPORATED HEREIN *MUTATIS MUTANDIS* AS IF SUCH SECTIONS WERE SET FORTH IN FULL HEREIN**.

9. Amendments; Headings; Severability. This Amendment may not be amended nor may any provision hereof be waived except pursuant to a writing signed by the Required Lenders. The section headings are included for convenience of reference only and shall not affect the interpretation of this Amendment. Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Amendment and the other Loan Documents represent the agreement of the Loan Parties, and the Required Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party hereto or thereto relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10. Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be an original (whether such counterpart is originally executed or an electronic copy of an original and each party hereto expressly waives its rights to receive originally executed documents) and all of which shall constitute together but one and the same agreement. For the avoidance of doubt, the words "execution," "signed," "signature," and words of like import in this Agreement or any other Loan Document (including any Assignment and Assumption) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

Exhibit 3

Lien/Claim Priorities Exhibit

Priority	DIP Collateral constituting Prepetition Emergency Loan Collateral	DIP Collateral constituting Prepetition Senior Loan Collateral	Other DIP Collateral (including DIP Collateral constituting Previously Unencumbered Property)	Claims
First	Carve Out	Carve Out	Carve Out	Carve Out
Second	Permitted Prior Liens	Permitted Prior Liens	Tranche A DIP Liens	Tranche A DIP Superpriority Claims
Third	Tranche A DIP Liens	Tranche A DIP Liens	Tranche B DIP Liens	Tranche B DIP Superpriority Claims
Fourth	Tranche B DIP Liens	Tranche B DIP Liens	Prepetition Emergency Loan Facility Adequate Protection Liens	Prepetition Emergency Loan Priority Claims[6]
Fifth	Prepetition Emergency Loan Liens[7]	Prepetition Emergency Loan Facility Adequate Protection Liens	Tranche C DIP Liens	Senior Lender Priority Recovery (as defined in the Restructuring Support Agreement)
Sixth	Prepetition Emergency Loan Facility Adequate Protection Liens	Tranche C DIP Liens	Prepetition Senior Loan Facility Adequate Protection Liens	Prepetition Emergency Loan Facility Adequate Protection Claims

[6] Those certain VRA repayment claims are senior on a lien and payment priority basis to the Prepetition Emergency Loan Priority Claims. Payment in full of the Prepetition Emergency Loan Priority Claims also satisfies such VRA repayment claims.

[7] Those certain VRA repayment claims are senior on a lien and payment priority basis to the Prepetition Emergency Loan Priority Claims. Payment in full of the Prepetition Emergency Loan Priority Claims also satisfies such VRA repayment claims.

Seventh	Tranche C DIP Liens	Prepetition Senior Loan Facility Adequate Protection Liens		Tranche C DIP Priority Claims
Eighth	Prepetition Senior Loan Facility Adequate Protection Liens	Prepetition Senior Loan Agreement Liens		Prepetition Senior Loan Facility Adequate Protection Claims
Ninth	Prepetition Senior Loan Agreement Liens			

Exhibit 4

DIP Budget

	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	Total
Total Receipts	$104	$122	$92	$179	$144	$314	$155	$284	$176	$246	$167	$252	$222	$2,458
Total Operating Disbursements	(286)	(166)	(251)	(372)	(236)	(161)	(181)	(393)	(105)	(276)	(163)	(234)	(207)	(3,029)
Operating Cash Flow	**$(181)**	**$(44)**	**$(160)**	**$(193)**	**$(92)**	**$153**	**$(26)**	**$(108)**	**$72**	**$(30)**	**$4**	**$18**	**$15**	**$(571)**
Total Non-Operating / Restructuring Cash Flows	(16)	(10)	(22)	(15)	(11)	(5)	(14)	(25)	(3)	(33)	(15)	(22)	(7)	(197)
Net Cash Flow	**$(197)**	**$(53)**	**$(182)**	**$(208)**	**$(103)**	**$148**	**$(40)**	**$(133)**	**$69**	**$(62)**	**$(11)**	**$(4)**	**$7**	**$(769)**
CASH BALANCE														
Beginning Cash Balance	$681	$484	$431	$596	$388	$478	$627	$587	$453	$522	$460	$449	$445	$681
Net Cash Flow	(197)	(53)	(182)	(208)	(103)	148	(40)	(133)	69	(62)	(11)	(4)	7	(769)
DIP Draw / (Repayment)	--	--	346	--	194	--	--	--	--	--	--	--	--	540
Total Debtor Cash	**$484**	**$431**	**$596**	**$388**	**$478**	**$627**	**$587**	**$453**	**$522**	**$460**	**$449**	**$445**	**$452**	**$452**