

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

CARESTREAM HEALTH, INC., *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 22-10778 (JKS)  
)  
) (Joint Administration Requested)  
)  
) **Re: Docket Nos. 18, 30**

Hearing: August 24, 2022 at 11:00 a.m. (ET)

**NOTICE OF HEARING<sup>2</sup> ON DEBTORS' MOTION SEEKING  
ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING  
THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND  
(B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND  
SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) GRANTING  
ADEQUATE PROTECTION, (IV) MODIFYING THE AUTOMATIC STAY,  
(V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on August 23, 2022, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the [SEALED] *Debtors' Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 18] (the "DIP Motion") and the *Notice of Filing of Proposed Redacted Version of the Debtors' Motion Seeking Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Carestream Health, Inc. (0334); Carestream Health Acquisition, LLC (0333); Carestream Health Canada Holdings, Inc. (7700); Carestream Health Holdings, Inc. (7822); Carestream Health International Holdings, Inc. (5771); Carestream Health International Management Company, Inc. (0532); Carestream Health Puerto Rico, LLC (8359); Carestream Health World Holdings, LLC (1662); and Lumisys Holding Co. (3232). The location of the Debtors' service address is: 150 Verona Street, Rochester, New York 14608.

<sup>2</sup> Any party who wishes to attend the video conference is required to register at the following link: <https://debuscourts.zoomgov.com/meeting/register/vJltdO6qrzwqHJuRg3CQg87ANeqsVjf4aEo>.



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*(B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 30] which includes a [REDACTED] version of the DIP Motion as Exhibit A.

**PLEASE TAKE FURTHER NOTICE** that the Debtors attached to the DIP Motion the proposed *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “Proposed Interim Order”). A copy of the Proposed Interim Order is attached hereto as Exhibit A.

**PLEASE TAKE FURTHER NOTICE** that the Debtors intend to seek interim approval of the DIP Motion and entry of the Proposed Interim Order in substantially the form attached hereto at a hearing by video conference (the “Interim Hearing”) before the Honorable J. Kate Stickles at the United States Bankruptcy Court for the District of Delaware (the “Court”), located at 824 North Market Street, 5th Floor, Courtroom No. 6, Wilmington, Delaware 19801, on **August 24, 2022 at 11:00 a.m. (Eastern Time)**. A copy of the DIP Motion may be obtained for a fee through the Court’s website at [www.deb.uscourts.gov](http://www.deb.uscourts.gov), referencing Case No. 22-10778 (JKS), or may be obtained for free by accessing the Debtors’ restructuring website at <https://kcellc.net/Carestream>.

**PLEASE TAKE FURTHER NOTICE** that after the Interim Hearing, the Debtors will serve upon you a complete copy of (a) the DIP Motion, (b) any Interim Order entered by the Court at the Interim Hearing, and (c) notice of the final hearing on the DIP Motion.

**PLEASE TAKE FURTHER NOTICE** that the Debtors reserve the right to modify, if necessary, the Proposed Interim Order before or at the Interim Hearing.

Dated: August 23, 2022  
Wilmington, Delaware

/s/ Laura Davis Jones

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Laura Davis Jones (DE Bar No. 2436)  
Timothy P. Cairns (DE Bar No. 4228)  
Edward Corma (DE Bar No. 6718)  
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**Exhibit A**

**Proposed Interim Order**

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

In re:

CARESTREAM HEALTH, INC., *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 22-10778 (\_\_\_\_)  
)  
) (Joint Administration Requested)  
) **Re: Docket No. [●]**

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

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in these chapter 11 cases (the “Cases”) and pursuant to sections 105, 361, 362, 363(c)(2), 364(c)(1), 364(c)(3), 364(d)(1), 364(e), 503, 506(c) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), and Rules 2002-1(b), 4001-2, 9006-1, and 9013 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), seeking entry of this interim order (this “Interim Order”):

- (i) authorizing the Debtors to obtain postpetition financing and other financial accommodations in connection with the debtor in possession financing, comprising, among other things, a superpriority senior secured multi-draw term loan facility in an aggregate principal amount of up to \$80,000,000 (the “DIP”

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Carestream Health, Inc. (0334); Carestream Health Acquisition, LLC (0333); Carestream Health Canada Holdings, Inc. (7700); Carestream Health Holdings, Inc. (7822); Carestream Health International Holdings, Inc. (5771); Carestream Health International Management Company, Inc. (0532); Carestream Health Puerto Rico, LLC (8359); Carestream Health World Holdings, LLC (1662); and Lumisys Holding Co. (3232). The location of the Debtors’ service address is: 150 Verona Street, Rochester, New York 14608.

<sup>2</sup> Capitalized terms used but not defined in this Interim Order have the meanings ascribed to them in the Motion.

Facility”), consisting of (x) a \$5,000,000 tranche of new money terms loans (the “Tranche A DIP Loans”) and (y) a \$75,000,000 tranche of new money terms loans (the “Tranche B DIP Loans”); *provided* that (A) an initial amount of up to \$50,000,000 of the DIP Facility (the “Initial DIP Amount”), which shall consist of \$3,125,000 of Tranche A DIP Loans (the “Tranche A Initial DIP Loans”) and \$46,875,000 of Tranche B DIP Loans (the “Tranche B Initial DIP Loans” and, together with the Tranche A Initial DIP Loans, the “Initial DIP Loans”), shall be made available to the Debtors immediately upon entry of this Interim Order and in accordance with the terms set forth in the *Senior Secured Superpriority Debtor in Possession Credit Facility Term Sheet*, dated as of August 21, 2022, attached hereto as **Exhibit A** (the “DIP Term Sheet”) and (B) an additional amount of up to \$30,000,000 (the “Delayed Draw DIP Amount”), which shall consist of \$1,875,000 of Tranche A DIP Loans (the “Tranche A Final DIP Loans”) and \$28,125,000 of Tranche B DIP Loans (the “Tranche B Final DIP Loans,” and, together with the Tranche A Final DIP Loans, the “Delayed Draw DIP Loans,” and, together with the Initial DIP Loans, the “DIP Loans”), shall be made available to the Debtors in one or more draws, upon entry of, and subject to the terms of, the Final Order and, for each of the Initial DIP Loans and Delayed Draw DIP Loans, subject to satisfaction of the applicable conditions set forth in the DIP Term Sheet and all other applicable terms and conditions of the DIP Loan Documents (as defined below);

- (ii) authorizing the Debtors to (a) enter into the DIP Term Sheet by and among the Borrower, the Guarantors, the relevant lenders (collectively, the “DIP Lenders”),<sup>3</sup> and JPMorgan Chase Bank, N.A., as administrative and collateral agent (in each such capacity, the “DIP Agent” and, together with the DIP Lenders, the “DIP Secured Parties”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof; together with this Interim Order, the Final Order, and, and all agreements, documents, and instruments delivered or executed in connection therewith, collectively the “DIP Loan Documents”), (b) to perform their respective obligations thereunder and all such other and further acts as may be necessary, appropriate, or desirable in connection with the DIP Loan Documents, and (c) to enter into any agreements with respect to the cash collateralization of any outstanding and undrawn Letters of Credit issued under (and as defined in) the First Lien Credit Agreement (as defined below) (any such agreement an “L/C Cash Collateral Agreement” and the liens granted thereunder, the “L/C Cash Collateral Liens”);
- (iii) authorizing the Debtors to use the proceeds of the DIP Loans and the Prepetition Collateral, including Cash Collateral, in accordance with the terms hereof and the DIP Budget (after giving effect to Permitted Variances), as further described herein, to pay for working capital needs, and to provide working capital for other general corporate purposes, of the Debtors in the ordinary course of business and for the costs and expenses of administering the Cases, including for payment of any

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<sup>3</sup> The DIP Lenders include the lenders under the Prepetition Secured Credit Facilities that are each party to the DIP Commitment Letter, dated August 21, 2022 (the “DIP Commitment Letter”), attached hereto as **Exhibit A**.

Adequate Protection Obligations (all as defined below) and reasonable and documented transaction costs, fees, and expenses incurred in connection with the restructuring to be implemented through the Cases and to cash collateralize any outstanding and undrawn Letters of Credit as provided in this Interim Order and in the other DIP Loan Documents;

- (iv) granting adequate protection to the extent of any Diminution in Value, with respect to each of the Debtors, to the Prepetition Secured Parties under the Prepetition Credit Documents on account of the Priming Liens and for the use of their Cash Collateral and the Prepetition Collateral (all as defined below);
- (v) authorizing, on the terms set forth herein, the Debtors to pay, on a final and irrevocable basis, the principal, interest, fees, expenses, and other amounts payable under the DIP Loan Documents as such become earned, due and payable, including, without limitation, the DIP Commitment Fee, the Exit Fee, the Undrawn DIP Fee, the Agency Fee (all as defined below), audit fees, appraisal fees, valuation fees, administrative and collateral agents' fees and expenses, and prepetition and postpetition reasonable fees and disbursements of each of the DIP Secured Parties' attorneys, advisors, accountants, appraisers, bankers and other consultants, all to the extent provided in, and in accordance with, the DIP Loan Documents;
- (vi) granting valid, enforceable, non-avoidable, and fully perfected liens and security interests pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d)(1) of the Bankruptcy Code on the DIP Collateral and all proceeds thereof, including, any (subject to entry of the Final Order) Avoidance Proceeds subject only to the Carve Out, the Permitted Liens (all as defined below), if any, and the L/C Cash Collateral Liens in each case on the terms and conditions set forth herein and in the DIP Loan Documents, to secure principal of, and accrued interest on, the DIP Loans, and all other fees, costs, expenses, indemnification obligations, reimbursement obligations, charges, premiums, if any, additional interest, any other Obligations (as defined in the DIP Loan Agreement) and all other obligations of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable under the DIP Facility, including the DIP Commitment Fee, the Exit Fee, the Undrawn DIP Fee, the Agency Fee (collectively, the "DIP Obligations");
- (vii) granting superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code against each of the Debtors' estates to the DIP Secured Parties, with respect to the DIP Obligations with priority over any and all administrative expenses of any kind or nature subject and subordinate only to the Carve Out on the terms and conditions set forth herein and in the DIP Loan Documents;
- (viii) subject to and upon entry of a Final Order, the waiver of (x) the Debtors' and the estates' ability to surcharge against the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code, effective as of the Petition Date, (y) the applicability of the "equities of the case" exception under Bankruptcy Code section

552(b) with respect to the proceeds, products, offspring or profits of the Prepetition Collateral, and (z) the doctrine of “marshaling” and any other similar equitable doctrine with respect to any of the Prepetition Collateral;

- (ix) authorizing the DIP Secured Parties to exercise remedies under the DIP Loan Documents on the terms described herein upon the occurrence and during the continuation of a DIP Termination Event (as defined below);
- (x) authorizing for the Issuing Lender (as defined in the First Lien Credit Agreement) to exercise any remedies under any L/C Cash Collateral Agreement in accordance therewith;
- (xi) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order; and
- (xii) scheduling a final hearing (the “Final Hearing”) to consider the relief requested in the Motion and entry of a final order (the “Final Order”) and approving the form of notice with respect to the Final Hearing.

This Court having considered the relief requested in the Motion, the DIP Declaration,<sup>4</sup> the First Day Declaration and the arguments of counsel made at the Hearing; and notice of the Motion and the Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014 and all applicable Local Rules; the Hearing to consider the relief requested in the Motion having been held and concluded; 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; it appearing that approval of the interim relief requested in the Motion is fair and reasonable and in the best interests of the Debtors and their estates, and is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing; it appearing that the Debtors’ entry into the DIP Loan Documents is a sound and prudent exercise of the Debtors’

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<sup>4</sup> The “DIP Declaration” means the *Declaration of Andrew Turnbull in Support of the Debtors’ Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*, filed contemporaneously with the Motion.



business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

**BASED UPON THE RECORD ESTABLISHED AT THE HEARING, THE COURT  
MAKES THE FOLLOWING PRELIMINARY FINDINGS OF FACT AND  
CONCLUSIONS OF LAW:<sup>5</sup>**

A. Disposition. The relief requested in the Motion is granted on an interim basis in accordance with the terms of this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits. This Interim Order shall become effectively immediately upon its entry and any applicable stay (including under Bankruptcy Rule 6004) is waived to permit such effectiveness.

B. Petition Date. On August 23, 2022 (the “Petition Date”), 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”).

C. Debtors in Possession. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Cases and no official committees have been appointed or designated.

D. Jurisdiction and Venue. This Court has jurisdiction over the Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of

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<sup>5</sup> 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.

Delaware, dated February 29, 2012. 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 Cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief sought in the Motion and granted in this Interim Order are sections 105, 361, 362, 363, 364, 503, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and Local Rules 2002-1(b), 4001-2, 9006-1, and 9013-1.

E. Notice. Upon the record presented to this Court at the Hearing, and under the exigent circumstances set forth therein, notice of the Motion and the relief requested thereby and granted in this Interim Order has been provided in accordance with Bankruptcy Rules 4001(b) and 4001(c)(1) and Local 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 Interim Order is required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending a Final Hearing.

F. Final Hearing. At the Final Hearing, the Debtors will seek approval of the Final Order, which shall be subject to the terms and conditions of the DIP Loan Documents. Notice of the Final Hearing and Final Order will be provided in accordance with this Interim Order.

G. Prepetition Secured Debt. Without prejudice to the rights of any party, but subject to the limitations thereon contained in Paragraphs 26 and 27 of this Interim Order, the Debtors represent, admit, stipulate, and agree as follows:

(i) First Lien Credit Agreement.

(a) *Revolving and Term Loan Credit Facilities*. Pursuant to that certain Amended and Restated Credit Agreement (First Lien), dated as of June 7, 2013 (as amended,

restated, amended and restated, supplemented, or otherwise modified from time to time, the “First Lien Credit Agreement,” and together with all other related documents, guarantees, and agreements, including, without limitation, security agreements, mortgages, pledge agreements, assignments, financing statements, and other agreements, documents, instruments or certificates executed in connection with the First Lien Credit Agreement, including the Intercreditor Agreement (as defined below), the “First Lien Credit Documents”), by and among Debtor Carestream Health, Inc., as borrower (the “Borrower”), the Debtor Carestream Health Holdings, Inc., as Holdings, the subsidiary guarantors thereunder, Credit Suisse AG, Cayman Islands Branch, as administrative agent (the “First Lien Agent”), and the lenders party thereto (the “First Lien Lenders” and together with the First Lien Agent, the “First Lien Secured Parties”), which provided (x) a term loan facility pursuant to which First Lien Lenders (in such capacity, the “First Lien Term Loan Lenders”) made loans to the Borrower (such loans, the “First Lien Term Loans”) and (y) a revolving credit facility (the “First Lien Revolving Facility” and, together with the First Lien Term Loans, the “First Lien Secured Credit Facilities”) pursuant to which certain First Lien Lenders (in such capacity, the “Revolving Lenders”) made loans (such loans, the “Revolving Facility Loans”) to, and participated in Letters of Credit issued for the benefit of, the Borrower. Each of the First Lien Credit Documents is valid, binding, and enforceable in accordance with its terms.

(b) *Revolving Facility Loans Obligations.* As of the Petition Date, the Debtors, without defense, counterclaim, or offset of any kind, were jointly and severally indebted and liable to the Revolving Lenders in respect of (i) the Revolving Facility Loans in the aggregate principal amount outstanding of approximately \$77,000,000 (which amount excludes the face value of Letters of Credit and the amount of the Hedge Claims (as defined in the Plan)), (ii) approximately \$541,593 on account of accrued and unpaid interest thereon as of the Petition Date, and (iii) the

aggregate face amount of \$5,317,486 on account of undrawn Letters of Credit issued under the First Lien Credit Agreement, in each case, pursuant to, and in accordance with the terms of, the First Lien Documents (together with all accrued and unpaid commitment and participation fees thereon as of the Petition Date, the “Revolving Loan Obligations Amount”), plus any amounts, including termination payments, now or hereafter due under Specified Swap Agreements (as defined in the First Lien Credit Agreement), including the ISDA Master Agreement, dated as of September 29, 2011, between JP Morgan Chase Bank, N.A. and Carestream Health, Inc., including any schedules and appendix thereto, plus (in each case, to the extent constituting allowable claims under the Bankruptcy Code) all other fees, costs, expenses, indemnification obligations, reimbursement obligations, charges, premiums, if any, additional interest, any other Obligations (as defined in the First Lien Credit Agreement) in respect of the First Lien Revolving Facility and all other obligations of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable under the First Lien Credit Agreement (collectively, including the Revolving Loan Obligations Amount, the “Revolving Loan Obligations”).

(c) *First Lien Term Loans Obligations.* As of the Petition Date, the Debtors, without defense, counterclaim, or offset of any kind, were jointly and severally indebted and liable to the First Lien Term Loan Lenders and the First Lien Agent in respect of the First Lien Term Loans in the aggregate amount of approximately \$514,955,000, which consists of (x) approximately \$507,719,700 in principal amount of term loans advanced under the First Lien Credit Agreement, *plus* (y) approximately \$7,235,300 on account of accrued and unpaid interest thereon as of the Petition Date ((x) and (y) together, the “First Lien Term Loan Obligations Amount”), *plus* (in each case, to the extent constituting allowable claims under the Bankruptcy Code) all other fees, costs, expenses, indemnification obligations, reimbursement obligations,

charges, premiums, if any, additional interest, any other Obligations (as defined in the First Lien Credit Agreement) in respect of the First Lien Term Loans and all other obligations of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable under the First Lien Credit Agreement (collectively, including the First Lien Term Loan Obligations Amount, the “First Lien Term Loan Obligations”). The First Lien Term Loan Obligations constitute legal, valid, binding, and non-avoidable obligations against each of the Debtors 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.

(d) *Prepetition First Liens.* The liens and security interests granted to the First Lien Secured Parties pursuant to and in connection with the First Lien Credit Documents (the “Prepetition First Liens”) are: (i) valid, binding, perfected, enforceable, first-priority (subject to Permitted Liens (as defined in the First Lien Credit Agreement) permitted to have priority under the First Lien Credit Agreement) liens and security interests in the Collateral (as defined in the First Lien Credit Agreement, the “Prepetition Collateral”); and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense, or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(e) No payments or transfers made to or for the benefit of (or obligations incurred to or for the benefit of) the First Lien Secured Parties by or on behalf of any of the Debtors prior to the Petition Date under or in connection with any of the First Lien Credit Documents is 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.

(ii) Second Lien Credit Agreement.

(a) Pursuant to that certain Second Lien Credit Agreement, dated as of June 7, 2013 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Second Lien Credit Agreement,” and together with all other related documents, guarantees, and agreements, including, without limitation, security agreements, mortgages, pledge agreements, assignments, financing statements, and other agreements, documents, instruments or certificates executed in connection with the Second Lien Credit Agreement, the “Second Lien Credit Documents” and, together with the First Lien Credit Documents, the “Prepetition Credit Documents”), by and among the Borrower, as borrower, Debtor Carestream Health Holdings, Inc., as Holdings, the subsidiary guarantors thereunder, Credit Suisse AG, Cayman Islands Branch, as administrative agent (the “Second Lien Term Loan Agent” and, together with the First Lien Agent, the “Prepetition Agents”), and the lenders party thereto (the “Second Lien Lenders” and together with the Second Lien Term Loan Agent, the “Second Lien Secured Parties” and, together with the First Lien Secured Parties, the “Prepetition Secured Parties”), which provided a term loan facility pursuant to which the Second Lien Lenders made loans to the Borrower (the “Second Lien Term Loan” and, together with the First Lien Secured Credit Facilities, the “Prepetition Secured Credit Facilities”). Each of the Second Lien Credit Documents is valid, binding, and enforceable in accordance with its terms.

(b) Second Lien Term Loan Obligations. As of the Petition Date, the aggregate outstanding principal amount owed by the Borrower and the guarantors under the Second Lien Credit Documents was approximately \$448,235,000 (together with any interest, premiums (if any) fees, expenses (including, without limitation, the reasonable and documented fees, disbursements and other charges of counsel to the Second Lien Secured Parties), costs, and other charges or

amounts paid, incurred, or accrued prior to the Petition Date in accordance with the Second Lien Credit Documents, and further including all Obligations (as defined in the Second Lien Credit Agreement), and all interest, fees, premiums (if any) costs, expenses, and other charges allowable under Bankruptcy Code section 506(b), the “Second Lien Term Loan Obligations” and, collectively with the First Lien Obligations, the “Prepetition Secured Obligations”).

(c) *Prepetition Second Liens.* The liens and security interests granted to the Second Lien Secured Parties pursuant to and in connection with the Second Lien Credit Documents (the “Prepetition Second Liens” and together with the Prepetition First Liens, the “Prepetition Liens”) are: (i) valid, binding, perfected, enforceable, second-priority (subject to Permitted Liens (as defined in the Second Lien Credit Agreement) permitted to have priority under the Second Lien Credit Agreement) liens and security interests in the Prepetition Collateral; and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense, or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(iii) *Prepetition Liens.* As of the Petition Date: (a) the Prepetition Liens were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to certain senior liens senior by operation of law or as permitted by the Prepetition Credit Documents (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable, and senior in priority to the Prepetition Liens as of the Petition Date or were in existence immediately prior to the Petition Date that were perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) (such liens, “Permitted Liens”); (c) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of

any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured 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 nonbankruptcy law; (d) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Prepetition Secured Credit Facilities; and (e) the Prepetition Secured Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors.

(iv) Intercreditor. That certain Intercreditor Agreement, dated as of June 7, 2013 (as amended from time to time), among the First Lien Agent, the Second Lien Term Loan Agent and each other Representative (as defined therein) from time to time party thereto (the “Intercreditor Agreement”) is binding and enforceable in accordance with its terms.

(v) Cash Collateral. Substantially all 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 any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral, existing as of the Petition Date, and the proceeds of any of the foregoing, wherever located is the Prepetition Secured Parties’ cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the “Cash Collateral”).

(vi) No Control. 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 this Interim Order, the DIP Facility, the DIP Loan Documents, the Prepetition Secured Credit Facilities, or the Prepetition Credit Documents.

(vii) Credit Bidding. No Debtor or Debtor's affiliate shall object to any DIP Secured Party's or Prepetition Secured Party's right to credit bid up to the full amount of its DIP Obligations and/or Prepetition Secured Obligations, in each case including, without limitation, any accrued interest and expenses, in any sale, as applicable, whether such sale is effectuated through Bankruptcy Code section 363, in a chapter 11 or chapter 7 proceeding, under Bankruptcy Code section 1129, by a chapter 7 or chapter 11 trustee, or otherwise, subject to applicable law.

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

(i) Good and sufficient cause has been shown for the entry of this Interim Order and for authorizing the Debtors to obtain financing pursuant to the DIP Facility and to use the Cash Collateral of the Prepetition Secured Parties (solely to the extent consistent with the Approved DIP Budget (as defined below) (after giving effect to permitted variances as set forth in this Interim Order and the DIP Loan Documents)) and to authorize the provision of adequate protection.

(ii) As set forth in the DIP Declaration, and the First Day Declaration, the Debtors have an ongoing and immediate need to continue the use of Cash Collateral, and the need to obtain credit pursuant to the DIP Facility, among other things: (a) permit the orderly continuation of their respective businesses; (b) maintain business relationships with their vendors, suppliers, customers, and other parties; (c) make investments, capital expenditures, and pay ongoing costs of operations; (d) make adequate protection payments; and (e) pay the costs of administration of the Cases and satisfy other working capital and general corporate purposes of

the Debtors. The Debtors require immediate access to sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money to avoid irreparable harm by, among other things, preserving and maintaining the going concern value of the Debtors' businesses. The Debtors will not have sufficient sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business throughout the Cases without the DIP Facility and authorized use of Cash Collateral.

(iii) As set forth in the DIP Declaration and the First Day Declaration, the Debtors are unable to obtain financing and other financial accommodations on more favorable terms from sources other than from the DIP Lenders under the DIP Loan Documents and are unable to obtain satisfactory unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Loan Documents and the consensual use of Cash Collateral on more favorable terms without the Debtors granting to the DIP Agent, for the benefit of itself and the DIP Lenders, subject to the Carve Out as provided for herein and the Permitted Liens (if any), the DIP Liens (as defined below), the L/C Cash Collateral Liens, and the DIP Superpriority Claims (as defined below), incurring the Adequate Protection Obligations, in each case subject to the Carve Out and incurring the DIP Commitment Fee, the Exit Fee, the Undrawn DIP Fee, the Agency Fee, and all other fees and expenses provided in the DIP Loan Documents, in each case subject to the Carve Out, under the terms and conditions set forth in this Interim Order and the DIP Loan Documents.

(iv) Based on the Motion, the First Day Declaration, and the DIP Declaration, and the record presented to the Court at the Hearing, the terms of the DIP Facility and the terms of the adequate protection granted to the Prepetition Secured Parties as provided in this Interim

Order are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and provide the Debtors reasonably equivalent value and fair consideration.

(v) The DIP Facility and the use of Prepetition Collateral, including Cash Collateral, have been negotiated in good faith and at arm's-length among the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Facility and the DIP Loan Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Loan Documents, and any DIP Obligations shall be deemed to have been extended by the DIP Secured Parties and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and their successors and assigns) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

(vi) The Prepetition Secured Parties have acted in good faith regarding the DIP Facility and the Debtors' continued use of Prepetition Collateral (including Cash Collateral), to fund the administration of the Debtors' estates and the continued operation of their businesses, (including the incurrence and payment of any Adequate Protection Obligations and the granting of Adequate Protection Liens (defined below)), in accordance with the terms hereof, and the Adequate Protection Claims (defined below), security interests and liens, and other rights, benefits and protections granted to the Prepetition Secured Parties (and their successors and assigns) pursuant to this Interim Order and the DIP Loan Documents shall be deemed to have been agreed

to by the Prepetition Secured Parties and their affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the Prepetition Secured Parties (and their successors and assigns) shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

(vii) The Prepetition Agents (at the direction of the applicable lenders as set forth in the Prepetition Credit Agreements), on behalf and for the benefit of each of the Prepetition Secured Parties, has consented to, conditioned on the entry of this Interim Order, the Debtors' incurrence of the DIP Facility and proposed use of Cash Collateral on the terms and conditions set forth in this Interim Order, and the terms of the adequate protection provided for in this Interim Order, including that the Adequate Protection Liens and Adequate Protection Claims are subject and subordinate to the Carve Out and the L/C Cash Collateral Liens.

I. Permitted Liens; Continuation of Prepetition Liens. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted 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, or the Prepetition Secured Parties to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Lien or security interest.

J. Sections 506(c) and 552(b) of the Bankruptcy Code and Marshaling. Subject to entry of a Final Order, the Debtors have agreed as a condition to obtaining financing under the DIP Facility that as a material inducement to the DIP Secured Parties to agree to provide the DIP Facility, and in exchange for (a) the DIP Secured Parties' willingness to provide the DIP Facility

to the extent set forth herein, (b) the DIP Secured Parties' agreement to subordinate their liens and superpriority claims to the Carve Out, and (c) the consensual use of Cash Collateral consistent with the Approved DIP Budget and the terms of this Interim Order, and subject to entry of the Final Order, each of the DIP Secured Parties and the Prepetition Secured Parties have negotiated for, and (x) the Debtors intend to seek (1) a waiver of any equities of the case exceptions or claims under section 552(b) of the Bankruptcy Code and a waiver of unjust enrichment and similar equitable relief as set forth below, and (2) a waiver of the provisions of section 506(c) of the Bankruptcy Code subject to the terms hereof and (y) shall not be subject to the equitable doctrine of marshaling or any similar doctrine with respect to the DIP Collateral or the Prepetition Collateral (as applicable).

K. Immediate Entry. Good and sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). Consummation of the DIP Facility and the use of Cash Collateral, in accordance with this Interim Order and the DIP Loan 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 interim relief sought in the Motion is granted to the extent set forth herein, the financing described herein is authorized and approved, and the use of Cash Collateral and provision of adequate protection on an interim basis is authorized, in each case subject to the terms and conditions set forth in this Interim Order and the other DIP Loan Documents. Any and all objections to this Interim Order, to the extent not withdrawn, waived,

settled, or otherwise resolved, and all reservations of rights included therein, are hereby denied and overruled on the merits. This Interim Order shall become effective immediately upon its entry.

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

(a) The Debtors are hereby expressly authorized and empowered to enter into, and execute and deliver, the DIP Loan Documents, and such additional documents, instruments, certificates and agreements as may be required or reasonably requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Interim Order and the DIP Loan Documents. To the extent not entered into as of the date hereof, the Debtors and the DIP Secured Parties shall negotiate the DIP Loan Documents in good faith and in all respects such DIP Loan Documents shall be consistent with the terms of the DIP Term Sheet and otherwise acceptable to the DIP Agent and the Required DIP Lenders (as defined in the DIP Term Sheet) consistent with the consent rights under the RSA.<sup>6</sup> The Debtors are also authorized and empowered to enter into and deliver any L/C Cash Collateral Agreements and such additional documents, instruments, certificates and agreements as may be required or requested by the Issuing Lender to implement the terms or effectuate the purposes of this Interim Order and any L/C Cash Collateral Agreement, in each case, in accordance with this Interim Order. Upon execution and delivery thereof, each L/C Cash Collateral Agreement shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. The automatic stay pursuant to section 362 of the Bankruptcy Code shall be automatically modified, to the extent necessary, with respect to the L/C Issuer so that it may exercise the rights and remedies set forth in any L/C Cash Collateral Agreement in accordance therewith for the benefit of the First Lien Secured Parties, without further notice or order of the Court. Upon entry of this Interim Order and until execution and delivery of

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<sup>6</sup> The “RSA” means the Restructuring Support Agreement, dated August 21, 2022.

the DIP Loan Documents required or requested by the DIP Secured Parties, the Debtors and the DIP Secured Parties shall be bound by (x) the terms and conditions and other provisions set forth in the DIP Term Sheet, with the same force and effect as if duly executed and delivered to the DIP Agent by the Debtors, and (y) this Interim Order, and this Interim Order and the DIP Term Sheet shall govern and control the DIP Facility. Upon execution and delivery of the DIP Loan Documents, (a) the DIP Term Sheet shall be superseded by any debtor in possession loan agreement (if any) (the “DIP Loan Agreement”) and such other DIP Loan Documents, and (b) this Interim Order, the DIP Loan Agreement, and such other DIP Loan Documents shall govern and control the DIP Facility. The parties to the DIP Facility are hereby authorized to execute and enter into their respective obligations under the DIP Loan Documents, subject to the terms and conditions set forth therein and this Interim Order. Upon execution and delivery thereof, the DIP Loan Documents shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms and conditions of the Motion, the DIP Loan Documents, and this Interim Order, the terms and conditions of this Interim Order shall govern and control. To the extent there is a conflict between the terms and conditions of the Motion and the DIP Loan Documents, the terms and conditions of the DIP Loan Documents shall govern.

(b) Upon entry of this Interim Order, the Borrower is hereby immediately authorized, subject to the terms and conditions of the DIP Loan Documents, to borrow, and the Guarantors, on a joint and several basis, are hereby authorized to guaranty, borrowings up to an aggregate principal amount of \$50 million (plus interest, fees, indemnities, and other expenses and other amounts provided for in the DIP Loan Documents) in DIP Loans, and upon entry of the Final Order, up to an aggregate principal amount of \$80 million (plus interest, fees, indemnities, and

other expenses and other amounts provided for in the DIP Loan Documents) in DIP Loans, in each case subject to any limitations on availability or borrowing under the DIP Loan Documents, which shall be used for all purposes permitted under the DIP Loan Documents, including, without limitation, to provide working and investment capital for the Debtors and to pay interest, fees, and expenses and make adequate protection and other payments in accordance with this Interim Order and the other DIP Loan Documents, as set forth in the DIP Loan Documents, all subject to and in accordance with this Interim Order.

(c) In furtherance of the foregoing and without further approval of this Court, each Debtor is hereby authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted to the extent necessary to perform all acts and to perform all acts, to make, execute, and deliver all instruments, certificates, agreements and documents (including, without limitation, the DIP Loan Agreement (if any), the execution or recordation of pledge and security agreements, financing statements, and other similar documents) and to pay all reasonable and actual fees and expenses in connection with or that may be reasonably required, appropriate or desirable for the Debtors' performance of their obligations under or related to the DIP Facility, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Loan Documents, including, without limitation, the DIP Term Sheet, the DIP Loan Agreement (if applicable) and any collateral documents contemplated thereby;

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Loan Documents (in each case in accordance with the terms of the DIP Loan Documents and in such form as the Debtors, the DIP Agent, and the Required DIP Lenders may agree), it being understood that no



further approval of this Court shall be required for any non-material authorizations, amendments, waivers, consents or other non-material modifications to and under the DIP Loan Documents or the DIP Obligations, as well as any fees and other expenses (including attorneys', accountants', appraisers', and financial advisors' fees), amounts, charges, costs, indemnities, and other obligations paid in connection therewith;

(iii) the non-refundable and irrevocable payment to the DIP Agent and the DIP Lenders, as the case may be, of all reasonable and documented fees and expenses (which fees and expenses, in each case, were and were deemed to have been approved upon entry of this Interim Order, 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 Loan Agreement or DIP Loan Documents, including (a) all reasonable and documented costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented fees and expenses of counsel and other professionals retained as provided for in the DIP Loan Documents and this Interim Order (whether incurred before or after the Petition Date), including, for the avoidance of doubt, Akin Gump Strauss Hauer & Feld, LLP (as counsel to the DIP Lenders), GLC & Co. Advisors, LLC (as financial advisor to the DIP Lenders), Simpson Thacher & Bartlett LLP (as counsel to the DIP Agent), and Troutman Pepper Hamilton Sanders LLP (as Delaware counsel to the DIP Lenders) to the DIP Secured Parties, which such fees and expenses shall not be subject to the approval of the Court, nor shall any recipient of any such payment be required to file with

respect thereto any interim or final fee application with the Court provided that any fees and expenses of a professional shall be subject to the provisions of Paragraphs 14 and 24 of this Interim Order, (b) a commitment fee of 2.00% of the total aggregate commitments in respect of the DIP Facility payable in kind, earned upon execution of the DIP Commitment Letter and payable upon entry of this Interim Order pursuant to the terms of the DIP Term Sheet (the “DIP Commitment Fee”), (c) a fee of 4.00% of the funded amount of the DIP Loans, payable in cash, earned upon entry of this Interim Order and payable in accordance with the DIP Term Sheet and the DIP Loan Documents (the “Exit Fee”), (d) an unused commitment fee of 1.00% per annum on the unused portion of the DIP Commitments (as defined in the DIP Term Sheet), payable in accordance with the DIP Term Sheet and the DIP Loan Documents (the “Undrawn DIP Fee”), and (e) an agency fee set forth in the letter agreement between the DIP Agent and the Borrower (the “Agency Fee”);

(iv) make the payments on account of the Adequate Protection Obligations provided for in this Interim Order; and

(v) the performance of all other acts necessary, appropriate, or desirable under or in connection with the DIP Loan Documents.

3. DIP Obligations. Upon entry of this Interim Order, the Borrower is hereby authorized to borrow, and the Guarantors are hereby authorized to guaranty, borrowings up to an aggregate principal amount of \$50 million in Initial DIP Loans, subject to and in accordance with this Interim Order. Upon entry of this Interim Order, the DIP Loan Documents shall constitute legal, valid, binding and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of this Interim Order and the other DIP Loan Documents, against each Debtor, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Cases or any other chapter of the Bankruptcy Code, or in any other proceedings superseding or related to any of the

foregoing (collectively, the “Successor Cases”). Except as permitted by this Interim Order, no obligation, payment, transfer, or grant of security hereunder or under the DIP Loan Documents to the DIP Agent and/or the DIP Lenders or the Issuing Lender shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code 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.

4. DIP Liens. Subject to the Carve Out and the L/C Cash Collateral Liens in all respects, subject to the below, effective and perfected immediately upon entry of this 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, the “DIP Liens”), all assets of the Borrower and each Guarantor (and, in the case of each Debtor, its bankruptcy estate) of any nature whatsoever and wherever located, whether first arising prior to or following the Petition Date, now owned or hereafter acquired, including all accounts, chattel paper, commercial tort claims, deposit accounts, documents, equipment, general intangibles, goods (including fixtures), instruments, inventory, investment property, money, cash, cash equivalents, and all deposit accounts, securities accounts, commodities accounts and lockboxes together with all money, cash, securities 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, 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, and subject to entry of the Final DIP Order, the proceeds of avoidance actions under chapter 5 of the Bankruptcy Code (all such property, the “DIP Collateral”) as follows:

(a) Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all DIP Collateral, that, on or as of the Petition Date is not subject to Permitted 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)), excluding Avoidance Actions (as defined below) but, subject to entry of the Final Order, including the Avoidance Proceeds (as defined below), subject only to Permitted Liens, the L/C Cash Collateral Liens, and payment of the Carve Out;

(b) Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected first priority priming security interest and lien (the “Priming Liens”) on all DIP Collateral, subject only to the Carve Out, Permitted Liens, L/C Cash Collateral 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)) (if any). The Priming Liens shall prime in all respects the liens and security interests of the Prepetition Secured Parties, with respect to the Prepetition Secured Credit Facilities (including, without limitation, the Prepetition Liens and the Adequate Protection Liens granted to the Prepetition Secured Parties) (the “Primed Liens”). Notwithstanding anything herein to the contrary, the Priming Liens (i) shall

be subject and junior to the Carve Out in all respects and Permitted Liens (if any) and L/C Cash Collateral Liens and (ii) shall be senior in all respects to the Primed Liens; and

(c) Pursuant to section 364(c)(3) of the Bankruptcy Code, be secured by a valid, binding, continuing, enforceable, fully perfected junior priority security interest and lien on all DIP Collateral that is subject to valid, perfected, and unavoidable liens in favor of third parties that were in existence immediately prior to the Petition Date or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b) (other than the Primed Liens, L/C Cash Collateral Liens, or to any Permitted Liens), which liens shall be junior and subordinate to (a) the Carve Out, (b) any such valid, perfected, and non-avoidable liens in existence immediately prior to the Petition Date, and/or (c) any such valid and non-avoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b); *provided* that nothing in the foregoing shall limit the rights of the DIP Secured Parties under the DIP Loan Documents to the extent any such liens are not permitted thereunder.

5. DIP Superpriority Claims. Pursuant to, and to the extent provided by, section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against the Debtors (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 sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims (“Administrative Expense Claims”) arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code (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 (the “DIP Superpriority Claims”) shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof (excluding claims and causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code whether pursuant to federal law or applicable state law (collectively, the “Avoidance Actions”), but including, subject to entry of the Final Order, any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement, or otherwise (collectively, the “Avoidance Proceeds”)) in accordance with the other DIP Loan Documents, subject only to, and subordinated in all respects to, payment of the Carve Out and to any obligations under any L/C Cash Collateral Agreement. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code if this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise.

6. Cash Management Obligations. The Debtors are authorized to continue utilizing the products and services of Bank of America, N.A. (together with its affiliates, a “Cash Management Bank”) and incur obligations in connection with various cash management products and services (including, without limitation, treasury, depository, credit card, debit card, stored value cards, purchasing or procurement cards and cash management services or automated clearinghouse transfer of funds or any overdraft or similar services) provided to the Debtors and/or any of their affiliates (for which the Debtors are otherwise liable) on a postpetition basis consistent with historical practices (the “Postpetition Cash Management Obligations”) on the terms set forth

in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Perform Intercompany Transactions and (II) Granting Related Relief*, filed contemporaneously herewith. Notwithstanding anything else in this Interim Order, any Postpetition Cash Management Obligations shall be secured by the DIP Collateral on a *pari passu* basis with the DIP Liens (the "Cash Management Liens").

7. Reporting Requirements/Access to Records. The Debtors shall provide advisors to the DIP Lenders with all reporting and other information required to be provided to the DIP Agent under the DIP Loan Documents. During the pendency of these Cases, the Debtors shall permit representatives and independent contractors of the DIP Agent and each DIP Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (so long as the Debtors have the reasonable opportunity to participate in such meeting), all at the reasonable expense of the Borrower (*provided* that the Borrower shall only be obligated to reimburse such expenses for two visits during the pendency of these Cases, *provided further*, that no more than one visit shall take place during any 60-day period) and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; *provided* that any and all information for which confidentiality is owed to third parties, information subject to attorney client or similar privilege, or information where such disclosure would not be permitted by any applicable requirements of law shall be excluded from this paragraph 7.

8. Carve Out.

(a) Carve Out. As used in this 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 notices set forth in (iii) below), (ii) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code, which shall not be subject to the Approved DIP Budget (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 (including any restructuring, sale, success, or other transaction fee of any investment bankers) (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 (the “Debtor Professionals”) and any official committee of unsecured creditors pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) at any time before or on the first business day following delivery by the DIP Agent of a Carve Out Trigger Notice, whether allowed by this 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 \$2,500,000 incurred after the first business day following the delivery by the 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 email (or other electronic means) by the DIP Agent to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to any official committee of unsecured creditors (the “Committee”) (if any), which notice may be delivered following the



occurrence and during the continuation of a DIP Termination Event and acceleration of the DIP Obligations 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 the DIP Agent to the Debtors with a copy to counsel for the Committee (if any) (the “Termination Declaration Date”), the Carve Out Trigger Notice shall (i) be deemed a draw request and notice of borrowing by the Debtors for the DIP Loans under the DIP Facility (on a pro rata basis based on the then outstanding DIP Obligations), in an amount equal to the then unpaid amounts of the Allowed Professional Fees (any such amounts actually advanced shall constitute 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 (whether or not such Allowed Professional Fees have been allowed by this Court prior to the Termination Declaration Date). The Debtors shall deposit and hold such amounts in a segregated account at the 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 DIP Loans under the DIP Facility (on a pro rata basis based on the then outstanding DIP Obligations), in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advance shall constitute 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 to the extent not already funded (including upon entry of the Interim Order as set forth above). The Debtors shall deposit and hold such amounts in a segregated account at the 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 date after the DIP Agent gives any such notice to such DIP Lenders, notwithstanding anything in the DIP Loan Documents to the contrary, including with respect to the existence of an Event of Default (as defined in the DIP Term Sheet) or DIP Termination Event, the failure of the Debtors to satisfy any or all of the conditions precedent for the DIP Loans under the DIP Facility, any termination of the DIP Obligations following a DIP Termination Event, or the occurrence of the Maturity Date, each DIP Lender with an outstanding DIP Commitment (on a pro rata basis based on the then outstanding DIP Commitments) shall make available to the DIP Agent such DIP Lender’s pro rata share with respect to such borrowing in accordance with the DIP Facility. 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, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all DIP Obligations have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the 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 pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all DIP Obligations have been

terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the DIP Loan Documents, or this 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 Agent or the Prepetition Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Loan Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agent, 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 Agent for application in accordance with the DIP Loan Documents. Further, notwithstanding anything to the contrary in this 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 Approved DIP Budget, 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 Interim Order, the DIP Facility, or in any Prepetition Secured Credit Facilities, the Carve Out shall be senior to all liens and claims securing the DIP Facility, the Adequate Protection Liens, and the Adequate Protection Claims, and any and

all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Secured Obligations.

(c) 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 (regardless of the date such Allowed Professional Fees are allowed by this Court) shall not reduce the Carve Out.

(d) No Direct Obligation to Pay Allowed Professional Fees. None of the DIP Secured Parties 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 Cases or any Successor Cases. Subject to the Carve Out, nothing in this Interim Order or otherwise shall be construed to obligate the DIP Secured Parties 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.

(e) 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 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 this Interim Order, the DIP Loan Documents, the Bankruptcy Code, and applicable law.

9. Limitation on Charging Expenses against Collateral. Subject to entry of the Final Order and effective as of the Petition Date, in light of the agreement of the DIP Secured Parties and the Prepetition Secured Parties to allow (i) the Debtors to use Cash Collateral as provided for herein, (ii) the Carve Out, and (iii) for the subordination of the Primed Liens to the DIP Liens, no

expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral or the DIP Collateral (except to the extent of the Carve Out) pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Agent, 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. No Marshaling/Application of Proceeds. Subject to entry of the Final Order and effective as of the Petition Date, the DIP Agent and the Prepetition Agents shall be entitled to apply the payments or proceeds of the DIP Collateral and the Prepetition Collateral in accordance with the provisions of the Final Order, the DIP Loan Documents, and the Prepetition Credit Documents, as applicable, and in no event shall any of the DIP Secured Parties or any of 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.

11. Equities of the Case. Subject to entry of the Final Order and effective as of the Petition Date, in light of, among other things, the agreement of the DIP Secured Parties and the Prepetition Secured Parties to allow the Debtors to use Cash Collateral on the terms set forth herein (i) the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to the rights and benefits of section 552(b) of the Bankruptcy Code, if any, and (ii) the “equities of the case” exception under section 552(b) of the Bankruptcy Code 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 to the Carve Out, any and all payments or proceeds remitted to the DIP Agent on behalf of the DIP Lenders or the Issuing Lender pursuant to the provisions of this Interim Order and any other DIP Loan 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, any claim or charge arising out of or based on, directly or indirectly, sections 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by, through, or on behalf of the Debtors (and, solely in the case of waivers of rights under sections 506(c) and 552(b) of the Bankruptcy Code, subject to the entry of the Final Order).

13. Use of Cash Collateral. The Debtors are hereby authorized to use all Cash Collateral of the Prepetition Secured Parties solely in accordance with this Interim Order and the DIP Loan Documents, to the extent set forth in the Approved DIP Budget, including, without limitation, to make payments on account of the Adequate Protection Obligations and other obligations provided for in this Interim Order and the DIP Loan Documents, including, for the avoidance of doubt, (a) for working capital and general corporate purposes of the Debtors, including for the payment of rent and other lease expenses and professional fees, in the ordinary course of business, (b) for the costs and expenses of administering the Cases, including for payment of any Adequate Protection Obligations, including all outstanding and unpaid fees and expenses of the Prepetition Secured Parties, and their professionals in accordance with the terms of this Interim Order, (c) the costs and expenses related to the DIP Facility, and (d) any other purposes specifically set forth in the Approved DIP Budget. The Debtors may also, in accordance with this Interim Order, use and/or apply Cash Collateral, proceeds of the Prepetition First Lien Collateral and the DIP Collateral, including proceeds realized from a sale or disposition thereof,

or from payment thereon, and DIP Loans to cash collateralize outstanding and undrawn Letters of Credit.

14. Adequate Protection for the Prepetition Secured Parties. Subject only to the Carve Out and the terms of this Interim Order, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), solely for and equal in amount to the aggregate postpetition diminution in value of such interests (such diminution, a “Diminution in Value”), resulting from, among other things, the imposition of the Priming Liens on the Prepetition Collateral, the Carve Out, the Debtors’ sale, lease or use of the Prepetition Collateral (including Cash Collateral), and/or any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition Agents, for the benefit of itself and the other Prepetition Secured Parties, are hereby granted the following (collectively, the “Adequate Protection Obligations”):

(a) First Lien Adequate Protection Liens. As security for and solely to the extent of any Diminution in Value, the Prepetition First Lien Agent for the benefit of the First Lien Lenders, is hereby granted additional and replacement valid, binding, enforceable, non-avoidable, effective and automatically perfected postpetition security interests in, and liens on (the “First Lien Adequate Protection Liens”), without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, the DIP Collateral, excluding Avoidance Actions, but, subject to entry of the Final Order, including the Avoidance Proceeds). The First Lien Adequate Protection Liens shall be subject and junior to the DIP Liens (and any liens to which the DIP Liens are junior), the Carve Out, and the L/C Cash Collateral Liens and otherwise be

senior to all other security interests in, liens on, or claims against any of the Prepetition Collateral, including the Prepetition Liens and any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code.

(b) Second Lien Adequate Protection Liens. As security for and solely to the extent of any Diminution in Value, the Prepetition Second Lien Agent for the benefit of the Second Lien Lenders, is hereby granted additional and replacement valid, binding, enforceable, non-avoidable, effective and automatically perfected postpetition security interests in, and liens on, (the “Second Lien Adequate Protection Liens” and, together with the First Lien Adequate Protection Liens, 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, mortgages or other similar documents, the DIP Collateral, excluding Avoidance Actions, but, subject to entry of the Final Order, including the Avoidance Proceeds. The Second Lien Adequate Protection Liens shall be subject and junior to the DIP Liens (including any liens to which the DIP Liens are junior), the Carve Out, the L/C Cash Collateral Liens, the First Lien Adequate Protection Liens, and the Prepetition First Liens and otherwise be senior to all other security interests in, liens on, or claims against any of the Prepetition Collateral and any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code.

(c) Adequate Protection Claims. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, an allowed administrative expense claim in the Cases of each of the Debtors ahead of and senior to any and all other Administrative Expense Claims in such Cases to the extent of any postpetition Diminution in Value, except the Carve Out and the DIP Superpriority Claims (the “Adequate Protection



Claims”). The Adequate Protection Claims shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof (excluding Avoidance Actions, but, subject to entry of the Final Order, including the Avoidance Proceeds); *provided, that*, the Adequate Protection Claims in respect of the First Lien Obligations shall be senior to the Adequate Protection Claims in respect of the Second Lien Term Loan Obligations. Subject to the Carve Out, the DIP Superpriority Claims, and any obligations under any L/C Cash Collateral Agreement in all respects, the Adequate Protection Claims will not be junior or *pari passu* to any claims and shall have priority over all Administrative Expense Claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 506(c), 507(a), 507(b), 546(d), 726, 1113 and 1114 of the Bankruptcy Code. The Prepetition Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the Adequate Protection Claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations have been indefeasibly paid in full, in cash, or satisfied in a manner otherwise agreed to by the Required DIP Lenders, in each case as provided in the DIP Loan Documents.

(d) Fees and Expenses. As further adequate protection, the Debtors are authorized and directed to pay, in accordance with Paragraphs 2 and 24 of this Interim Order, the reasonable and documented fees and expenses (the “Adequate Protection Fees”), whether incurred before or after the Petition Date, of the Prepetition Secured Parties, including, without limitation, the reasonable and documented fees and expenses of (1) Akin Gump Strauss Hauer & Feld LLP and Troutman Pepper Hamilton Sanders LLP, as legal counsel and GLC & Co. Advisors, LLC, as financial advisor, and (2) one primary counsel and one local counsel to Credit Suisse AG, Cayman

Islands Branch, solely in its capacity as First Lien Agent and Second Lien Agent. Professionals for the Prepetition Secured Parties shall not be required to file applications or motions with the Court for compensation and reimbursement of fees and expenses; *provided, however* that any time such professionals seek payment of fees and expenses from the Debtors, each professional shall provide 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 any Committee (if any) (collectively, the “Fee Notice Parties”). 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 seven (7) 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 five (5) calendar days following the expiration of the Fee Objection Period and shall not be subject to any further review, challenge, or disgorgement. 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 shall not be paid as set forth above until the objection is resolved by the applicable parties in good faith or by order of this Court. 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 otherwise payable in accordance with the terms of the Prepetition Credit Documents and this Interim Order; *provided, however* that parties shall not have to comply

with the fee review provisions set forth above with respect to any fees or expenses incurred prior to the entry of this Interim Order.

(e) First Lien Adequate Protection Payments. As further adequate protection, the First Lien Agent on behalf of the First Lien Lenders, shall receive cash payments in an amount equal to accrued and unpaid interest (excluding default interest) and commitment and participation fees, whether accruing prior to, on, or after the Petition Date as set forth in the First Lien Credit Agreement; *provided* that any amounts previously due but not yet paid as of the Petition Date shall be paid within one (1) Business Day of the funding of the Initial DIP Loans.

15. Perfection of DIP Liens and Adequate Protection Liens.

(a) The DIP Agent and the Prepetition Agents are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction to validate and perfect the liens and security interests granted hereunder. Whether or not the DIP Agent or the Prepetition Agents shall, in their sole discretion, choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable, effective by operation of law and not subject to challenge, dispute or subordination (subject to the priorities set forth in this Interim Order) as of the time and on the date of entry of this Interim Order. Upon the request of the DIP Agent or the Prepetition Agents, 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 the DIP Agent and the Prepetition Agents to further validate, perfect, preserve and enforce the DIP Liens and the

applicable Adequate Protection Liens, respectively. All such documents will be deemed to have been recorded and filed as of the date of this Interim Order.

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

(c) Subject to entry of a Final Order, any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto in connection with the granting of the 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 such leasehold interest or the proceeds of any assignment, and/or sale thereof by any Debtor in accordance with the terms of the DIP Loan Agreement or this Interim Order.

16. DIP Budget.

(a) Attached to this Interim Order as **Exhibit B** is a 13-week cash forecast approved by the DIP Agent and the Required DIP Lenders, which reflects on a line-item basis, the Debtors' (i) weekly projected cash receipts, (ii) weekly projected disbursements (including operating expenses in the ordinary course of business, capital expenditures and bankruptcy related

expenses) under the Cases, (iii) the weekly projected outstanding principal balance of the DIP Loans, and (iv) the weekly projected liquidity of the Debtors (the “Approved DIP Budget”). Starting on the Thursday of the fourth full calendar week after the Petition Date, and continuing on the Thursday of every fourth week thereafter, the Debtors shall provide the DIP Agent with an updated budget (collectively with the Approved DIP Budget, the “DIP Budget”) covering the 4-week period (each, a “Budget Period”) commencing on the date such DIP Budget is delivered. The updated DIP Budget will replace the previously delivered Approved DIP Budget only if such updated DIP Budget is acceptable to the Required DIP Lenders in form and substance in their sole discretion.

(b) Budget Reporting. The Debtors shall at all times comply with the DIP Budget, subject to the Permitted Variances (defined below). By no later than 5:00 PM (Eastern Time) on Thursday of the calendar week following the week in which the Petition Date occurs (the “First Testing Date”), and no later than 5:00 PM (Eastern Time) on each Thursday of each calendar week thereafter (together with the First Testing Date, each a “Testing Date”), prior to the Initial Variance Testing Date (as defined below), the Debtors shall deliver to the DIP Secured Parties (and their advisors), a variance report (each, a “Weekly Variance Report”) setting forth, in reasonable detail, “cumulative receipts” and “disbursements” of the Debtors and any variances between the actual amounts and those set forth in the then-in-effect Approved DIP Budget for the Monthly Testing Period (as defined below). The term “Testing Period” means, with respect to the Weekly Variance Report required to be delivered, the prior four-week period (except that no such variance reporting shall be required for the periods prior to the Petition Date).

(c) Budget Testing. By no later than 5:00 PM (Eastern Time) on the first Testing Date that occurs after the four-week anniversary of the First Testing Date (the “Initial

Variance Testing Date”) and by not later than 5:00 PM (Eastern Time) on each Thursday thereafter (each such date, the “Monthly Variance Testing Date” and each such subsequent four-week period ending on the Sunday preceding each such Monthly Variance Testing Date, the “Monthly Testing Period”), the Debtors shall provide to the DIP Secured Parties a report reasonably detailing: (i) the aggregate receipts of the Debtors and aggregate disbursements of the Debtors, in each case, during the applicable Monthly Testing Period; and (ii) any variance (whether positive or negative, expressed as a percentage) between (a) the aggregate receipts received by the Debtors during such Monthly Testing Period against the aggregate receipts for such Monthly Testing Period as set forth in the applicable Approved DIP Budget and (b) the aggregate disbursements made by the Debtors during such Monthly Testing Period against the aggregate disbursements for such Monthly Testing Period as set forth in the applicable Approved DIP Budget (a “Monthly Variance Report,” together with the Weekly Variance Report, the “Approved Variance Reports”). The Debtors shall comply with the following (collectively, the “Permitted Variances”):

(i) As of the Initial Variance Testing Date, for the period commencing on the Petition Date and ending on the four-week anniversary of the Petition Date, the Debtors shall not allow: (i) the aggregate receipts of the Debtors to be less than 80% (on a cumulative basis taking into account the variance for any prior Monthly Testing Period) of the estimated receipts for such items in the then-in-effect Approved DIP Budget and (ii) the aggregate operating disbursements (excluding professional fees (including professional fees and expenses incurred by the Debtors, the DIP Agent and/or the DIP Lenders)) to exceed 115% (on a cumulative basis taking into account the variance for any prior Monthly Testing Period) of the estimated operating disbursements for such items in the then-in-effect Approved DIP Budget.

(ii) As of any subsequent Monthly Variance Testing Date, for the Monthly Testing Period ending on the Sunday preceding such Monthly Variance Testing Date, the Debtors shall not allow: (i) the aggregate receipts of the Debtors to be less than 85% (on a cumulative basis taking into account the variance for any prior Monthly Testing Period) of the estimated receipts for such items in the then-in-effect Approved DIP Budget and (ii) the aggregate operating disbursements (excluding professional fees (including professional fees and expenses incurred by the Debtors, DIP Agent and/or the DIP Lenders)) to exceed 110% (on a cumulative basis taking into account the variance for any prior Monthly Testing Period) of the estimated operating disbursements for such items in the then-in-effect Approved DIP Budget (after giving effect to any Permitted Variances).

17. Section 507(b) Reservation. Subject to the Carve Out, 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 Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

18. DIP Termination Event. Subject to any applicable grace period, this Interim Order, and Paragraph 17, the DIP Obligations shall accelerate and become due and payable in full and the DIP Commitments (as defined in the DIP Term Sheet) shall terminate, in each case, without further notice or action by the Court following the earliest to occur of any of the following, unless waived in writing by the DIP Agent and the Required DIP Lenders (each a “DIP Termination Event”): (i) the occurrence of any Event of Default (as defined in the DIP Term Sheet or the DIP

Loan Documents), which Events of Default are explicitly incorporated by reference into this Interim Order; (ii) the Debtors' failure to comply with any material provision of this Interim Order (provided that such failure is not the result of any action or inaction of the DIP Secured Parties); (iii) the occurrence of the Maturity Date (as defined in the DIP Term Sheet or the DIP Loan Documents); (iv) the entry of an order authorizing the use of Cash Collateral of the DIP Lenders on a non-consensual basis or financing under Bankruptcy Code section 364 that is *pari passu* or senior to the DIP Loans or the Prepetition Secured Credit Facilities or the filing by the Debtors of a motion seeking such authority; (v) dismissal or conversion of the Cases; (vi) any suit, indictment, or similar action by the Department of Justice or a regulatory agency (or entry of any order granting relief from the automatic stay related to the foregoing) against or with respect to any Debtor, the business, operations or assets of any Debtor or any current or former employee of any Debtor, that the DIP Agent determines (in its sole discretion) may be adverse in any material respect to the value of the business, operations, or assets of any Debtor, which is not dismissed or resolved within thirty (30) days; *provided*, that the filing of a proof of claim in the Cases shall not constitute a DIP Termination Event; (vii) termination of the Interim Order or the Final Order, as applicable (except in the case of the Interim Order, as a result of the entry of the Final Order); (viii) the filing of a plan or disclosure statement other than a plan or disclosure statement that is consistent with the RSA or that is otherwise approved by the Required DIP Lenders, which does not provide for the payment in full, in cash of the DIP Loans; and (ix) termination of the RSA by the Company Parties, the Required DIP lenders, or the Required First Lien Consenting Lenders (each as defined in the RSA).

19. Remedies Upon a DIP Termination Event. The Debtors shall as soon as reasonably practicable provide notice to counsel to the DIP Agent, the DIP Lenders, and the Prepetition



Agents of the occurrence of any DIP Termination Event. Upon the occurrence and during the continuation of a DIP Termination Event (regardless of whether the Debtors have given the notice described in the previous sentence) and following the giving of not less than five (5) business days' advance written notice by counsel for the applicable DIP Secured Party, which may be by email (the "Enforcement Notice"), to counsel to the Debtors, the U.S. Trustee, and counsel to any Committee (the "Notice Period"), subject to the obligations with respect to the Carve Out, (i) the DIP Agent, acting at the direction of the Required DIP Lenders, may exercise any rights and remedies against the DIP Collateral available to it under this Interim Order, the DIP Loan Documents, and applicable non-bankruptcy law, and the DIP Secured Parties may exercise such other rights available to them under the DIP Loan Documents or this Interim Order, as applicable, (ii) the Prepetition Secured Parties may exercise any rights and remedies to satisfy the Prepetition Secured Obligations, the Adequate Protection Claims and any other Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, the Permitted Liens (if any) and, in each case, the Carve Out, and (iii) the commitment of each DIP Lender to make DIP Loans will be terminated to the extent any such commitment remains under the DIP Facility. The automatic stay pursuant to section 362 of the Bankruptcy Code shall be automatically modified with respect to the DIP Secured Parties and the Prepetition Secured Parties at the end of the Notice Period, without further notice or order of the Court, unless (a) the DIP Agent, acting at the direction of the Required DIP Lenders, the First Lien Agent, acting at the direction of the Required Lenders (as defined in the First Lien Credit Agreement), and the Second Lien Term Loan Agent, acting at the direction of the Required Lenders (as defined in the Second Lien Credit Agreement) elect otherwise in a written notice to the Debtors, which may be by email, and/or (b) the Court has determined that a DIP Termination Event has not occurred and/or is not continuing or the Court

orders otherwise. Upon termination of the automatic stay, the DIP Secured Parties and the Prepetition Secured Parties, as applicable, shall be permitted to exercise all rights and remedies set forth herein, in the DIP Loan Documents and the Prepetition Credit Documents, as applicable, and as otherwise available at law against the DIP Collateral and/or Prepetition Collateral, without any further order of or application or motion to the Court, and without restriction or restraint imposed by any stay under sections 362 or 105 of the Bankruptcy Code, or otherwise, against (x) the enforcement of the liens and security interests in the DIP Collateral or the Prepetition Collateral, or (y) the pursuit of any other rights and remedies granted to the DIP Secured Parties or the Prepetition Secured Parties pursuant to the DIP Loan Documents, the Prepetition Credit Documents, or this Interim Order, as applicable; *provided* that during the Notice Period the Debtors may use the proceeds of the DIP Facility (to the extent drawn prior to the occurrence of a DIP Termination Event) or Cash Collateral only to (i) fund operations in the ordinary course of business, subject to the Approved DIP Budget and (ii) to fund the Carve Out Reserves; *provided, further* that during the Notice Period the Debtors, the Required DIP Lenders, and the DIP Agent consent to a hearing on an expedited basis at which the Debtors, any official committee of unsecured creditors, or any other party may be heard with respect to the Enforcement Notice and whether a DIP Termination Event has occurred.

20. Joint and Several. The Debtors are jointly and severally liable for the DIP Obligations and all other obligations hereunder.

21. No Waiver for Failure to Seek Relief. The failure or delay of any of the DIP Secured Parties or any of the Prepetition Secured Parties to exercise rights and remedies under this Interim Order, the DIP Loan Documents, the Prepetition Credit Agreements, or applicable law, as

the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

22. Preservation of Rights Granted Under this Interim Order.

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

(b) In the event this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the Prepetition Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, 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) with respect to all uses of the Prepetition Collateral (including the Cash Collateral) and all Adequate Protection Obligations.

(c) Subject to the Carve Out, unless and until all DIP Obligations, Prepetition Secured Obligations, and Adequate Protection Obligations are indefeasibly paid in full, in cash, and all commitments under the DIP Facility are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (i) except as permitted under the DIP Loan Documents or with the prior written consent of the DIP Agent and the Required DIP Lenders and the Prepetition Agents, to the extent applicable, (x) any modification, stay, vacatur,

or amendment of this Interim Order, (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 Cases, *pari passu* with or senior to the DIP Superpriority Claims, the Adequate Protection Claims, or the Prepetition Secured Obligations (or the liens and security interests secured such claims and obligations), or (z) any other order allowing use of the DIP Collateral; (ii) except as permitted under the DIP Loan Documents (including the Carve Out), 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, the L/C Cash Collateral Liens, or the Prepetition Liens, as the case may be; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Loan Documents and this Interim Order; (iv) an order converting or dismissing any of the Cases; (v) an order appointing a chapter 11 trustee in any of the Cases; or (vi) an order appointing an examiner with expanded powers in any of the Cases.

(d) Notwithstanding any order dismissing the Cases under Bankruptcy Code section 1112 or otherwise entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the L/C Cash Collateral Liens, the Adequate Protection Claims and the other administrative claims granted or authorized pursuant to this Interim Order, shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order 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, L/C Cash Collateral Liens, Adequate Protection Claims, and the other administrative claims granted or authorized pursuant to this Interim Order, shall notwithstanding such dismissal, remain binding on all parties in interest),

and (y) to the fullest extent permitted by law this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (x) above.

(e) Except as expressly provided in this Interim Order or in the DIP Loan Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the L/C Cash Collateral Liens, the Adequate Protection Claims and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted or authorized by the provisions of this Interim Order and the DIP Loan Documents shall survive, shall maintain their priority as provided in this Interim Order, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of the Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to Bankruptcy Code section 363(b), or (iii) the entry of an order confirming a plan of reorganization in any of the 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 this Interim Order and the DIP Loan Documents shall continue in the Cases, in any Successor Cases if the Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Obligations are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the Required DIP Lenders and the DIP Agent). Notwithstanding

anything to the contrary in this Interim Order or the DIP Loan Documents, nothing in this Interim Order or the DIP Loan Documents shall affect any right of any DIP Lender to object to any sale of the Debtors' assets or chapter 11 plan that does not pay the DIP Obligations and DIP Superpriority Claims in full, and all such rights are expressly preserved.

23. Good Faith Under Bankruptcy Code Section 364(e); No Modification or Stay of this Interim Order. The DIP Secured Parties and the Prepetition Secured Parties have acted in good faith in connection with this Interim Order and are entitled to rely upon the protections granted herein and by Bankruptcy Code section 364(e). Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with Bankruptcy Code section 364(e), in the event any or all of the provisions of this Interim Order are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, the DIP Secured Parties and the Prepetition Secured Parties are entitled to the protections provided in Bankruptcy Code section 364(e). Any such modification, amendment or vacate shall not affect the validity and enforceability of any advances previously made or made hereunder, or lien, claim or priority authorized or created hereby.

24. Expenses and Indemnification.

(a) The Debtors are authorized and directed to pay, without further Court order, the reasonable and documented prepetition and postpetition fees, costs, and expenses incurred by the DIP Agent, the DIP Lenders, and the Crossover Group (as defined in the RSA) relating to the DIP Facility (including (i) any amendments, modifications or waivers in respect thereof, (ii) the administration thereof and (iii) in connection with the enforcement or protection of rights in connection with the DIP Facility or the documentation in respect thereof) and the Cases (including, without limitation, prepetition and postpetition fees and disbursements of counsel and advisors,

including, but not limited to, the fees, costs and expenses of Akin Gump Strauss Hauer & Feld, LLP, GLC & Co. Advisors, LLC, Simpson Thacher & Bartlett LLP and Troutman Pepper Hamilton Sanders LLP (as Delaware counsel) (collectively, the “DIP Professionals”)) (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 such professionals seek payment of fees and expenses from the Debtors, each professional shall provide 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. 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 promptly paid, without further order of, or application to, the Court or notice to any other party, and, in any case, within five (5) 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 and files with the Court 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 by order of the Court, and any undisputed portion shall be paid within five (5) calendar days following the expiration of the Fee Objection Period.

(b) In addition, the Debtors will, jointly and severally, indemnify the DIP Lenders and the DIP Agent, and their respective affiliates, successors and assigns and the partners, 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 (including intraparty claims), demands, damages, costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities of any kind (collectively, “Liabilities”) arising out of or relating to (i) the execution or delivery of the DIP Term Sheet, the DIP Loan Agreement (if any), and the other DIP Loan Documents, transactions contemplated hereby and thereby, (ii) the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the Restructuring Transactions (as defined in the DIP Term Sheet) or any other transactions contemplated hereby, (iii) any DIP Loan or any actual or proposed use of the proceeds therefrom, (iv) any actual or alleged presence or release of Materials of Environmental Concern (as defined in the DIP Term Sheet) on or from any property owned or operated by the Debtors or any of their subsidiaries, or (v) any actual or prospective claim, litigation, investigation, action, suit, arbitration or administrative, judicial or regulatory action or proceeding in any jurisdiction (each, a “Proceeding”) relating to any of the foregoing, whether or not such Proceeding is brought by a Debtor or its equity holders, affiliates, creditors or any other third party and whether based on contract, tort or any other theory and regardless of whether any Indemnified Person is a party thereto; *provided* that no such person will be indemnified for costs, expenses, or liabilities to the extent such Liabilities or related expenses are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from the bad faith, 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 from such Indemnified Person's actual fraud, gross negligence, or willful misconduct, and in no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

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

Except as provided herein, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral (including cash held in respect of the L/C Cash Collateral Liens), 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 Secured Parties or the Prepetition Secured Parties (each in their capacities as such) under the DIP Loan Documents, this Interim Order or the Prepetition Term Loan and Security Agreement, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any 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 Secured Parties or the Prepetition Secured Parties to recover on the DIP Collateral or the Prepetition Collateral, or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition 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, or the DIP Agent's and the DIP Lenders' liens or security interests in the DIP Collateral, the L/C Cash Collateral Liens, 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 Secured Parties 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, that would impair the ability of any of the DIP Secured Parties 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 hereunder; (ii) for objecting to or challenging in any way the legality, validity, extent, priority, perfection or enforceability of the claims, liens, or interests (including the Prepetition Liens) 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 Secured Parties 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 Liens, the Prepetition Secured Obligations, or the Prepetition Liens; or (iv) for prosecuting an objection to, contesting in any manner or raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of: (x) any of the DIP Liens or any other rights or interests of the DIP Secured Parties related to the DIP Obligations or the DIP Liens, (y) any of the L/C Cash Collateral Liens or any rights or interests of the parties to the L/C Cash Collateral Agreement, or (z) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Secured Parties related to the Prepetition Secured Obligations or the Prepetition Liens; *provided* that no more than \$50,000 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used by any Committee to investigate the foregoing

matters within the Challenge Period. Nothing contained in this paragraph 25 shall prohibit the Debtors from responding or objecting to or complying with discovery requests of any Committee, in whatever form, made in connection with such investigation or the payment from the DIP Collateral (including Cash Collateral) of professional fees related thereto or from contesting or challenging whether a DIP Termination Event has in fact occurred.

26. Effect of Stipulations on Third Parties.

(a) Subject to the rights and limitations set forth in this paragraph 26, the Debtors' acknowledgments, stipulations, admissions, waivers and releases set forth in this Interim Order shall be binding on the Debtors, their respective representatives, successor and assigns. The acknowledgments, stipulations, admissions, waivers and releases contained in this Interim Order shall also be binding upon the Debtors' estates and all other parties in interest, including any 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 granted by an order of this Court (or such other court of competent jurisdiction), has duly filed an adversary proceeding challenging the validity, perfection, priority, extent, or enforceability 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 in connection with any matter related to the Prepetition Collateral, the Prepetition Liens, or the Prepetition Secured Obligations by no later than seventy-five (75) calendar days following the date of entry of this Interim Order, subject to further extension by (i) written agreement of the Debtors and the Prepetition Secured Parties or (ii) an order of this Court obtained on notice and after a hearing, such time, the "Challenge Period"; *provided* that in the case of the Committee (if any), so long as

the RSA remains in full force and effect and provides for the payment of general unsecured claims in full in cash, the Challenge Period shall be tolled until sixty (60) days after the earliest to occur of (1) termination of the RSA, and (2) the Court's entry of an order denying confirmation of the Plan (as defined in the RSA) (the "Committee Challenge Period") and the Committee Challenge Period shall lapse upon the effective date of a chapter 11 plan that provides for the payment of general unsecured claims in full in cash; *provided* further that in the event that, prior to the expiration of the Challenge Period, (x) the Cases are converted to cases under chapter 7 of the Bankruptcy Code or (y) a chapter 11 trustee is appointed in the Cases, then in each such case, the Challenge Period shall be extended by the later of (A) the remaining time under the Challenge Period plus fifteen (15) days or (B) such other time as ordered by the Court 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. If no such adversary proceeding 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 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 G, 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 enjoined and 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 such adversary proceeding is timely filed as provided above prior to the expiration of the Challenge Period, (i) the stipulations and admissions contained in this Interim Order shall nonetheless remain binding and preclusive on any Committee and any other party in the Cases, including any Trustee, except as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding and (ii) any Challenge not brought in such adversary proceeding 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 also shall be binding on the Debtors' estates and all parties in interest.

(b) Subject to Paragraph 26(a), nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Committee, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any challenge with respect to the Prepetition Credit Documents or the Prepetition Secured Obligations.

27. Release. Subject to the rights and limitations set forth in Paragraph 26 of this Interim Order, effective upon entry of the Final Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of its past, present, and future predecessors, successors, heirs,

subsidiaries, and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the DIP Secured Parties, the Prepetition Secured Parties, and each of 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 prior to the Petition Date 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 equity, upon contract tort or under any state or federal law or otherwise, arising out of or related to the DIP Facility, the DIP Obligations, the DIP Liens, the DIP Loan Documents, the Prepetition Secured Facilities, the Prepetition Secured Obligations, the Prepetition Liens, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the deal reflected thereby and the obligations and financial obligations made thereunder, in each case that the Debtors at any time had, now have or may have, or that their 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 this Interim Order; *provided* that nothing in this paragraph shall in any way limit or release the obligations of the DIP Agent and the DIP Lenders under the DIP Loan Documents.

28. 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 this Interim Order, the DIP Agent is, and will be deemed to be, without any further action or notice, named as an additional insured and lender's loss payee on each insurance policy maintained by the Debtors which in any way relates to the DIP Collateral.

29. Credit Bidding. Subject to section 363(k) of the Bankruptcy Code, (i) the DIP Agent, or any assignee or designee of the DIP Agent, acting at the direction of the Required DIP Lenders and on behalf of the DIP Lenders, shall have the right to credit bid up to the full amount of any DIP Obligations in any sale of any of the Debtors' assets, including pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or a plan of liquidation under Bankruptcy Code section 1129, or (c) a sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725 and (ii) the First Lien Agent (on behalf of the First Lien Lenders) shall have the right to credit bid (x) up to the full amount of the First Lien Term Loan Obligations and the Revolving Loan Obligations and (y) the First Lien Adequate Protection Obligations in the sale of any of the Debtors' assets, including, but not limited to, pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or a plan of liquidation under Bankruptcy Code section 1129, or (c) a sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725. The DIP Agent, at the direction of the Required DIP Lenders and on behalf of the DIP Lenders, and the First Lien Agent on behalf of the First Lien Lenders, shall have the absolute right to assign, sell, or otherwise dispose of its right to credit bid in connection with any credit bid by or on behalf of the DIP Secured Parties or First Lien Secured

Parties, as applicable, to any acquisition entity or joint venture formed in connection with such bid.

30. No Obligation to Extend Credit. The DIP Secured Parties shall have no obligation to make any loan or advance under the relevant DIP Loan Documents unless all of the conditions precedent under the DIP Loan Documents and this Interim Order have been satisfied in full or waived by the Required DIP Lenders and in accordance with the terms of the relevant DIP Loan Documents.

31. No Duty to Monitor Collateral. None of the DIP Secured Parties or the Prepetition Secured Parties shall have any obligation or responsibility to monitor any of the Debtors' use of DIP Collateral, Prepetition Collateral, or Cash Collateral, and each of the DIP Secured Parties and the Prepetition Secured Parties may rely upon each of the Debtors' representations that the use of the proceeds of the DIP Facility and the use of Cash Collateral is in accordance with the requirements of this Interim Order and the DIP Loan Documents.

32. No Waiver by Failure to Seek Relief. The failure of the DIP Secured Parties or the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Loan Documents, the Prepetition Term Loan and Security Agreement or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

33. Reservation of Rights Under the Intercreditor Agreement. Except as expressly provided in this Interim Order, nothing in this Interim Order shall amend, modify or waive the terms or provisions of the Intercreditor Agreement and all parties' rights and remedies under the Intercreditor Agreement are preserved.



34. Binding Effect; Successors and Assigns. The DIP Loan Documents and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in the Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, and any Committee appointed in these Cases, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to 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 Secured Parties and the Prepetition Secured Parties; *provided* that, except to the extent expressly set forth in this Interim Order, the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors.

35. Limitation of Liability. Solely in determining to make any loan under the DIP Loan Documents, permitting the use of Cash Collateral, or exercising any rights or remedies as and when permitted pursuant to this Interim Order, the DIP Loan Documents, the Prepetition Term Loan and Security Agreement, the DIP Secured Parties 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 this Interim Order, the DIP Loan Documents, or the Prepetition Credit Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties 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)).

36. Master Proofs of Claim. Notwithstanding anything to the contrary in the Motion or this Interim Order, the Prepetition Agents are authorized, but not directed or required, to file one master proof of claim on behalf of themselves and the applicable Prepetition Secured Parties, as applicable, on account of any and all of the respective claims arising under the applicable Prepetition Credit Documents, as applicable, and hereunder (the “Master Proof of Claim”). For administrative convenience, any Master Proof of Claim authorized herein may be filed in the case of Debtor Carestream Health, Inc. 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 Prepetition Agents shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by each of the Debtors to the Prepetition Secured Parties, as applicable, which instruments, agreements, or other documents will be provided to the Debtors upon written request to counsel to the applicable Prepetition Agent.

37. Agency Provisions. The DIP Agent and each DIP Lender are bound by the provisions set forth in Exhibit E to the DIP Term Sheet.

38. 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 this Interim Order and the transactions contemplated hereby.

39. Effectiveness. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(g), 6006(d), 7062, or 9024 or any other Bankruptcy Rule, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

40. Interim Order Governs. In the event of any inconsistency between the provisions of the DIP Loan Documents and this Interim Order, the provisions of this Interim Order shall govern.

41. Final Hearing. The Final Hearing on the Motion shall be held on September [●], 2022, at [●], prevailing Eastern Time; *provided* that the Final Hearing may be adjourned or otherwise postponed upon the Debtors filing a notice of such adjournment with the consent of the DIP Agent (acting at the direction of the Required DIP Lenders). The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing and in compliance with Local Rule 9013-1(m)) to the parties having been given notice of the Interim Hearing, 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 [●], prevailing Eastern Time, on September [●], 2022 and shall be served on (a) Kirkland & Ellis LLP, as counsel to the Debtors, (b) the U.S. Trustee for the District of Delaware, (c) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis), (d) counsel to the DIP Agent, (e) counsel to

the First Lien Agent and the Second Lien Agent, (f) counsel to the Crossover Group, (g) the office of the attorney general for each of the states in which the Debtors operate, (h) the United States Attorney's Office for the District of Delaware, (i) the Internal Revenue Service, (j) all parties who are known, after reasonable inquiry, to have asserted a lien, encumbrance, or claim in the Prepetition Collateral, (k) the Debtors' landlords, and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

42. Retention of Jurisdiction. This Court retains jurisdiction with respect to all matters arising from or related to the DIP Loan Documents and the implementation of this Interim Order and to enforce the same.

**Exhibit A**

**DIP Commitment Letter and DIP Term Sheet**

(Intentionally Omitted)

**Exhibit B**

**DIP Budget**

**Carestream Health, Inc**

Weekly Cash Forecast

(\$ in '000)

	Week 1 Forecast 21-Aug-22 27-Aug-22	Week 2 Forecast 28-Aug-22 3-Sep-22	Week 3 Forecast 4-Sep-22 10-Sep-22	Week 4 Forecast 11-Sep-22 17-Sep-22	Week 5 Forecast 18-Sep-22 24-Sep-22	Week 6 Forecast 25-Sep-22 1-Oct-22	Week 7 Forecast 2-Oct-22 8-Oct-22	Week 8 Forecast 9-Oct-22 15-Oct-22	Week 9 Forecast 16-Oct-22 22-Oct-22	Week 10 Forecast 23-Oct-22 29-Oct-22	Week 11 Forecast 30-Oct-22 5-Nov-22	Week 12 Forecast 6-Nov-22 12-Nov-22	Week 13 Forecast 13-Nov-22 19-Nov-22	Week 1 Week 13 13WK Total
<b>Receipts</b>														
Customer receipts	5,417	7,409	6,321	6,321	6,323	9,523	6,969	7,069	6,919	9,159	6,552	6,852	6,852	91,686
Other receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Receipts</b>	<b>5,417</b>	<b>7,409</b>	<b>6,321</b>	<b>6,321</b>	<b>6,323</b>	<b>9,523</b>	<b>6,969</b>	<b>7,069</b>	<b>6,919</b>	<b>9,159</b>	<b>6,552</b>	<b>6,852</b>	<b>6,852</b>	<b>91,686</b>
<b>Operating Disbursements</b>														
Payroll & Benefits	(765)	(6,965)	(984)	(6,939)	(963)	(6,913)	(1,000)	(6,904)	(995)	(6,903)	(1,000)	(9,401)	(1,000)	(50,734)
3rd Party Trade Vendors	(17,608)	(16,894)	(7,058)	(4,867)	(4,319)	(4,315)	(4,257)	(4,251)	(4,803)	(4,278)	(5,051)	(5,052)	(5,052)	(87,803)
Net Silver Settlements	(707)	(4,342)	(2,171)	(1,303)	(434)	(434)	(3,969)	(1,984)	(1,191)	(794)	(3,277)	(1,638)	(983)	(23,226)
Taxes & Duties	(331)	(340)	(352)	(352)	(352)	(348)	(326)	(326)	(326)	(326)	(290)	(290)	(275)	(4,233)
Other Operating Disbursements	-	(30)	-	-	-	(30)	-	-	-	-	(30)	-	-	(90)
<b>Total Operating Disbursements</b>	<b>(19,411)</b>	<b>(28,570)</b>	<b>(10,566)</b>	<b>(13,461)</b>	<b>(6,069)</b>	<b>(12,040)</b>	<b>(9,552)</b>	<b>(13,465)</b>	<b>(7,314)</b>	<b>(12,300)</b>	<b>(9,648)</b>	<b>(16,381)</b>	<b>(7,311)</b>	<b>(166,086)</b>
<b>Net Operating Cash Flow</b>	<b>(13,994)</b>	<b>(21,161)</b>	<b>(4,244)</b>	<b>(7,140)</b>	<b>255</b>	<b>(2,517)</b>	<b>(2,583)</b>	<b>(6,396)</b>	<b>(396)</b>	<b>(3,141)</b>	<b>(3,095)</b>	<b>(9,528)</b>	<b>(458)</b>	<b>(74,400)</b>
<b>Non-Operating Cash Flows</b>														
Debt Service - Pre-Petition <sup>(1)</sup>	-	(678)	-	-	-	(13,107)	-	-	-	-	(638)	-	-	(14,423)
Debt Service - DIP	(75)	(8)	-	-	(500)	-	(23)	-	-	(718)	-	-	-	(1,323)
Debt Service - Post-Emergence	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	-	-	-	-	-	(11,359)	-	-	-	-	-	-	-	(11,359)
Other Non-Operating Cash Flows	(5,175)	-	-	-	-	-	-	-	-	-	-	-	-	(5,175)
<b>Total Non-operating Cash Flows</b>	<b>(5,250)</b>	<b>(685)</b>	<b>-</b>	<b>-</b>	<b>(500)</b>	<b>(24,466)</b>	<b>(23)</b>	<b>-</b>	<b>-</b>	<b>(718)</b>	<b>(638)</b>	<b>-</b>	<b>-</b>	<b>(32,280)</b>
Net Intercompany	(12,200)	7,250	3,320	3,320	3,320	10,040	3,320	(6,680)	3,320	10,040	3,320	3,320	3,320	35,010
<b>Net Cash Flow</b>	<b>(31,444)</b>	<b>(14,596)</b>	<b>(924)</b>	<b>(3,820)</b>	<b>3,075</b>	<b>(16,944)</b>	<b>715</b>	<b>(13,076)</b>	<b>2,924</b>	<b>6,181</b>	<b>(414)</b>	<b>(6,208)</b>	<b>2,862</b>	<b>(71,670)</b>
<b>Beginning Bank Cash Balance</b>	12,769	31,324	16,728	15,804	11,984	15,059	28,115	28,830	15,754	18,678	24,859	24,445	18,237	12,769
Net Cash Flow	(31,444)	(14,596)	(924)	(3,820)	3,075	(16,944)	715	(13,076)	2,924	6,181	(414)	(6,208)	2,862	(71,670)
Debt Proceeds/Repayment	50,000	-	-	-	-	30,000	-	-	-	-	-	-	-	80,000
<b>Ending Bank Cash Balance</b>	<b>31,324</b>	<b>16,728</b>	<b>15,804</b>	<b>11,984</b>	<b>15,059</b>	<b>28,115</b>	<b>28,830</b>	<b>15,754</b>	<b>18,678</b>	<b>24,859</b>	<b>24,445</b>	<b>18,237</b>	<b>21,098</b>	<b>21,098</b>

(1) Assumed adequate protection payments (non-default interest and fees) for revolver and 1st lien term loan lenders.

Note: Budget does not contemplate the effectuation, or impact, of a transaction. Excludes exit costs such as success fees / transaction fees and potential cure costs.