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*Proposed Counsel for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
: :
MPM Silicones, LLC, et al.,¹ : Case No. 14-22503 (RDD)
: :
Debtors. : (Jointly Administered)
-----X

**NOTICE OF REVISED PROPOSED
FINAL ORDER: (I) AUTHORIZING DEBTORS TO PAY
(A) PREPETITION EMPLOYEE WAGES, SALARIES AND OTHER
COMPENSATION, (B) PREPETITION EMPLOYEE BUSINESS
EXPENSES AND (C) OTHER MISCELLANEOUS EMPLOYEE EXPENSES
AND EMPLOYEE BENEFITS; AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on April 13, 2014, the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) filed the *Debtors’ Motion for Interim and Final Orders: (I) Authorizing Debtors to Pay (A) Prepetition Employee Wages, Salaries and Other Compensation, (B) Prepetition Employee Business Expenses and (C) Other*

¹ The last four digits of the taxpayer identification numbers of the Debtors follow in parentheses: (i) Juniper Bond Holdings I LLC (9631); (ii) Juniper Bond Holdings II LLC (9692); (iii) Juniper Bond Holdings III LLC (9765); (iv) Juniper Bond Holdings IV LLC (9836); (v) Momentive Performance Materials China SPV Inc. (8469); (vi) Momentive Performance Materials Holdings Inc. (8246); (vii) Momentive Performance Materials Inc. (8297); (viii) Momentive Performance Materials Quartz, Inc. (9929); (ix) Momentive Performance Materials South America Inc. (4895); (x) Momentive Performance Materials USA Inc. (8388); (xi) Momentive Performance Materials Worldwide Inc. (8357); and (xii) MPM Silicones, LLC (5481). The Debtors’ executive headquarters are located at 260 Hudson River Road, Waterford, NY 12188.



Miscellaneous Employee Expenses and Employee Benefits; and (II) Granting Related Relief (the “**Motion**”) [Docket No. 10], to which a final proposed order granting the relief requested in the Motion was attached as Exhibit B (the “**Proposed Final Order**”). An order granting the relief requested in the Motion on an interim basis was entered on April 15, 2014 [Docket No. 28].

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit A is a revised Proposed Final Order (the “**Revised Proposed Final Order**”). A blackline of the Revised Proposed Final Order showing changes from the Proposed Final Order is attached hereto as Exhibit B.

PLEASE TAKE FURTHER NOTICE that a hearing (the “**Hearing**”) on the Revised Proposed Final Order has been scheduled for May 15, 2014 at 9:30 a.m. (EDT) before the Honorable Robert D. Drain, United States Bankruptcy Judge, in Courtroom 118 at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601.

PLEASE TAKE FURTHER NOTICE that if you wish to be heard with respect to any of the foregoing matters, you must attend the Hearing. The Hearing may be adjourned from time to time in open court.

PLEASE TAKE FURTHER NOTICE that if you would like to receive copies of the Motion or the Revised Proposed Final Order, (a) you may access such documents online from either the Bankruptcy Court’s electronic case filing system located at www.nysb.uscourts.gov or the website of the Debtors’ proposed claims agent at <http://kccllc.net/mpm>, or (b) you may contact Andrew S. Mordkoff, Esq., at Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, by telephone at (212) 728-8000.

WHEREFORE, the Debtors respectfully request that the Revised Proposed Final
Order be entered at the earliest convenience of the Court.

Dated: May 12, 2014
New York, New York

WILLKIE FARR & GALLAGHER LLP
*Proposed Counsel for the Debtors and
Debtors in Possession*

By: /s/ Matthew A. Feldman
Matthew A. Feldman
Rachel C. Strickland
Jennifer J. Hardy

787 Seventh Avenue
New York, New York 10019
Telephone: (212) 728-8000
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EXHIBIT A

Revised Proposed Final Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Chapter 11
	: :
MPM Silicones, LLC, <u>et al.</u> , ¹	: Case No. 14-22503 (RDD)
	: :
Debtors.	: Jointly Administered
-----X	

**FINAL ORDER: (I) AUTHORIZING
DEBTORS TO PAY (A) PREPETITION EMPLOYEE
WAGES, SALARIES AND OTHER COMPENSATION,
(B) PREPETITION EMPLOYEE BUSINESS EXPENSES AND
(C) OTHER MISCELLANEOUS EMPLOYEE EXPENSES AND
EMPLOYEE BENEFITS; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”) of the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”), requesting entry of a final order, pursuant to sections 105(a), 363(b) and 507(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6003 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”): (i) authorizing, but not directing, the Debtors to pay (a) prepetition employee wages, salaries and other compensation, (b) prepetition employee business expenses and (c) other miscellaneous employee expenses and employee benefits; and (ii) granting related relief [Docket No. 10], as set forth therein; and the Court having entered the *Interim Order: (I) Authorizing Debtors to Pay (A) Prepetition Employee Wages, Salaries and Other Compensation, (B) Prepetition Employee Business Expenses and (C) Other Miscellaneous Employee Expenses and*

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Employee Benefits; and (II) Granting Related Relief [Docket No. 28] (the “**Interim Order**”); and upon the Declaration of William H. Carter, Chief Financial Officer of Momentive Performance Materials Inc., in Support of Chapter 11 Petitions and First Day Pleadings; and due and sufficient notice of the Motion and the Interim Order having been given; and it appearing that no other or further notice need be provided; and upon the record of the hearings held by the Court on the interim and final relief sought in the Motion on April 14, 2014 and May 15, 2014; and it appearing that the relief requested by this Motion is in the best interests of the Debtors, their estates, their creditors and other parties-in-interest; and it appearing that the relief requested is essential to the continued operation of the Debtors’ businesses and the preservation of the value of their assets; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is granted on a final basis to the extent set forth herein.
2. Capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Motion.
3. The Debtors shall be and hereby are authorized to pay, in their discretion, the Prepetition Employee Obligations,² including, but not limited to, Employee Wage Claims and prepetition obligations that have accrued under the Employee Benefit Programs and Employee Expense Obligations, to the extent such claims do not exceed \$12,475 per Employee, and to remit all Withholdings and Employer Tax Contributions to the appropriate third parties, as and when such obligations are due, upon entry of this Order; provided, however, that nothing

² For the avoidance of doubt, the terms Prepetition Employee Obligations and Employee Benefit Programs shall include obligations and programs, respectively related to workers’ compensation policies (and agreements related thereto) providing coverage at any time prior to the Petition Date.

in this Order shall be deemed to authorize any transfers or create any obligations in violation of section 503(c) of the Bankruptcy Code.

4. The Debtors shall be and hereby are authorized, in their discretion, to continue to honor their obligations, including any prepetition obligations, to Employees for Employee Expense Obligations in accordance with the Debtors' stated policies and prepetition practices.

5. The Debtors shall be and hereby are authorized, in their discretion, to honor and continue their Employee Benefit Programs that were in effect as of the Petition Date.

6. The Debtors shall be and hereby are authorized, but not directed, to remit monthly premiums to the applicable providers under the Employee Benefit Programs and to pay, in their discretion, any obligations, including prepetition obligations, in respect of the Employee Benefit Programs in the ordinary course of business.

7. No obligations or payments in connection with the 401(k) Plan shall cause the Debtors to exceed the priority cap imposed by section 507(a)(5) of the Bankruptcy Code.

8. The Debtors shall be and hereby are authorized, but not required, to pay costs and expenses incidental to the payment of the Prepetition Employee Obligations, including all administration and processing costs and payments to outside professionals, in the ordinary course of business, in order to facilitate the administration and maintenance of the Debtors' programs and policies related to the Prepetition Employee Obligations, in an aggregate amount not to exceed \$176,000.

9. The Debtors shall be and hereby are authorized to maintain, at their discretion, the Severance Policy for non-insider Employees terminated without cause after the Petition Date.

10. The Debtors shall be and hereby are authorized, in their discretion, to honor and continue SERO and IEA, including making any payments to any Employees who separated under IEA prior to the Petition Date. For the avoidance of doubt, none of the Employees covered under SERO and IEA are “insiders” of the Debtors, as such term is defined in section 101 of the Bankruptcy Code.

11. The Debtors shall be and hereby are authorized, but not directed, to pay the Temporary Employee Claims and Independent Contractor Claims.

12. Nothing in this Final Order shall be construed as authorization for the Debtors to pay any postpetition employee bonuses. Other than with respect to ad hoc ordinary course non-insider employee bonuses (including project, sign-on and recognition bonuses) which collectively have an annual spend rate of no greater than \$1.5 million per year, to the extent the Debtors intend to pay postpetition bonuses or to implement a plan relating to the payment of such bonuses, the Debtors shall provide the official committee of unsecured creditors (the “**Committee**”) with at least 30 days’ notice prior to payment of such proposed bonuses or the date such proposed bonus plan becomes effective, including, on a professional eyes’ only basis, details regarding the participants and metrics of such bonus plan; provided, however, with respect to non-insider employees, such details may be provided in summary form.

13. All Banks shall be and hereby are authorized and directed to receive, process, honor and pay all checks drawn on the Debtors’ accounts with the Banks and fund transfers on account of the Prepetition Employee Obligations, whether presented before or after the Petition Date, provided that (a) sufficient funds are on deposit in the applicable accounts to cover such payments, and (b) within two (2) business days from the date hereof, the Debtors

provide the Banks with a list of checks that are outstanding as of the Petition Date, which relate to Prepetition Employee Obligations.

14. The Debtors shall be and hereby are authorized to issue, in their discretion, new postpetition checks or effect new postpetition fund transfers on account of the Prepetition Employee Obligations to replace any prepetition checks or fund transfer requests that may be dishonored or rejected; provided, however, that any check drawn or issued by the Debtors before the Petition Date may be honored by any Bank to the extent provided herein or by another order of this Court.

15. Notwithstanding any other provision of this Order, no Payroll Bank that honors a prepetition check or other item drawn on any account that is the subject of this Order: (a) at the direction of the Debtors; (b) in a good faith belief that the Court has authorized payment of such prepetition check or item; or (c) as the result of a good faith error made despite implementation of reasonable item handling procedures, shall be deemed to be liable to the Debtors or their estates or otherwise in violation of this Order.

16. Neither this Order nor any payment or performance by the Debtors authorized hereunder shall be deemed an assumption of any executory contract, including any Employee Benefit Programs, or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with an Employee.

17. Authorizations given to the Debtors in this Order empower but do not direct the Debtors to effectuate the payments specified herein, and the Debtors shall retain the business judgment to make or not make such payments, in all instances subject to the condition that funds are available to effect any payment. In no event shall any person (director, creditor, officer, manager, member, Employee or otherwise of the Debtors), solely as a result of this

Order, be personally liable for any amounts authorized for payment herein but not paid, and nothing in this Order shall be deemed to increase, reclassify, elevate to administrative expense status or otherwise effect such claims.

18. This Order, and all acts taken in furtherance of or reliance upon this Order, shall be effective notwithstanding the filing of an objection.

19. Notwithstanding anything to the contrary contained herein, any payment to be made, and any authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under the Debtors' postpetition financing agreements (the "**DIP Loan Agreements**") and any order governing the Debtors' use of cash collateral and entry into the DIP Loan Agreements (such order, the "**DIP Financing Order**") and nothing herein shall alter the rights of the secured parties under the DIP Financing Order or DIP Loan Agreements. To the extent of any conflict between the terms of this Order and the terms of the DIP Financing Order, the terms of the DIP Financing Order shall govern.

20. Bankruptcy Rule 6003(b) has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors. The requirements of Bankruptcy Rules 6004(a) and 6004(h) and Local Rule 9013-1(a) are waived.

21. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2014
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Blackline

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
 In re : Chapter 11
 :
 MPM Silicones, LLC, et al.,¹ : Case No. 14-~~22503~~ (~~22503~~ (RDD))
 :
 Debtors. : Jointly Administered
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**FINAL ORDER: (I) AUTHORIZING
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 WAGES, SALARIES AND OTHER COMPENSATION,
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 EMPLOYEE BENEFITS; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”) of the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”), requesting entry of a final order, pursuant to sections 105(a), 363(b) and 507(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6003 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”):

(i) authorizing, but not directing, the Debtors to pay (a) prepetition employee wages, salaries and other compensation, (b) prepetition employee business expenses and (c) other miscellaneous employee expenses and employee benefits; and (ii) granting related relief, ~~as set forth therein~~ [\[Docket No. 10\]](#), as set forth therein; and the Court having entered the *Interim Order: (I) Authorizing Debtors to Pay (A) Prepetition Employee Wages, Salaries and Other Compensation, (B) Prepetition Employee Business Expenses and (C) Other Miscellaneous Employee Expenses and Employee Benefits; and (II) Granting Related Relief* [\[Docket No. 28\]](#) (the “**Interim**

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Order"); and upon the Declaration of William H. Carter, Chief Financial Officer of Momentive Performance Materials Inc., in Support of Chapter 11 Petitions and First Day Pleadings; and due and sufficient notice of the Motion and the Interim Order having been given; and it appearing that no other or further notice need be provided; and upon the record of the hearings held by the Court on the interim and final relief sought in the Motion on April 14, 2014 and May 15, 2014; and it appearing that the relief requested by this Motion ~~is necessary to avoid immediate and irreparable harm to the Debtors, and~~ is in the best interests of the Debtors, their estates, their creditors and other parties-in-interest; and it appearing that the relief requested is essential to the continued operation of the Debtors' businesses and the preservation of the value of their assets; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED that:

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3. The Debtors shall be and hereby are authorized to pay, in their discretion, the Prepetition Employee Obligations,² including, but not limited to, Employee Wage Claims and prepetition obligations that have accrued under the Employee Benefit Programs and Employee Expense Obligations, to the extent such claims do not exceed \$12,475 per Employee, and to remit all Withholdings and Employer Tax Contributions to the appropriate third parties, as and when such obligations are due, upon entry of this Order; provided, however, that nothing in this Order shall be deemed to authorize any transfers or create any obligations in violation of section 503(c) of the Bankruptcy Code.

² For the avoidance of doubt, the terms Prepetition Employee Obligations and Employee Benefit Programs ⁺ shall include obligations and programs, respectively related to workers' compensation policies (and agreements related thereto) providing coverage at any time prior to the Petition Date.

4. The Debtors shall be and hereby are authorized, in their discretion, to continue to honor their obligations, including any prepetition obligations, to Employees for Employee Expense Obligations in accordance with the Debtors' stated policies and prepetition practices.

5. The Debtors shall be and hereby are authorized, in their discretion, to honor and continue their Employee Benefit Programs that were in effect as of the Petition Date.

6. The Debtors shall be and hereby are authorized, but not directed, to remit monthly premiums to the applicable providers under the Employee Benefit Programs and to pay, in their discretion, any obligations, including prepetition obligations, in respect of the Employee Benefit Programs in the ordinary course of business.

7. No obligations or payments in connection with the 401(k) Plan shall cause the Debtors to exceed the priority cap imposed by section 507(a)(5) of the Bankruptcy Code.

8. The Debtors shall be and hereby are authorized, but not required, to pay costs and expenses incidental to the payment of the Prepetition Employee Obligations, including all administration and processing costs and payments to outside professionals, in the ordinary course of business, in order to facilitate the administration and maintenance of the Debtors' programs and policies related to the Prepetition Employee Obligations, in an aggregate amount not to exceed \$176,000.

9. The Debtors shall be and hereby are authorized to maintain, at their discretion, the Severance Policy for non-insider Employees terminated [without cause](#) after the Petition Date.

10. The Debtors shall be and hereby are authorized, in their discretion, to honor and continue SERO and IEA, including making any payments to any Employees who

separated under IEA prior to the Petition Date. For the avoidance of doubt, none of the Employees covered under SERO and IEA are “insiders” of the Debtors, as such term is defined in section 101 of the Bankruptcy Code.

11. The Debtors shall be and hereby are authorized, but not directed, to pay the Temporary Employee Claims and Independent Contractor Claims.

12. Nothing in this Final Order shall be construed as authorization for the Debtors to pay any postpetition employee bonuses. Other than with respect to ad hoc ordinary course non-insider employee bonuses (including project, sign-on and recognition bonuses) which collectively have an annual spend rate of no greater than \$1.5 million per year, to the extent the Debtors intend to pay postpetition bonuses or to implement a plan relating to the payment of such bonuses, the Debtors shall provide the official committee of unsecured creditors (the “Committee”) with at least 30 days’ notice prior to payment of such proposed bonuses or the date such proposed bonus plan becomes effective, including, on a professional eyes’ only basis, details regarding the participants and metrics of such bonus plan; provided, however, with respect to non-insider employees, such details may be provided in summary form.

13. ~~12.~~ All Banks shall be and hereby are authorized and directed to receive, process, honor and pay all checks drawn on the Debtors’ accounts with the Banks and fund transfers on account of the Prepetition Employee Obligations, whether presented before or after the Petition Date, provided that (a) sufficient funds are on deposit in the applicable accounts to cover such payments, and (b) within two (2) business days from the date hereof, the Debtors provide the Banks with a list of checks that are outstanding as of the Petition Date, which relate to Prepetition Employee Obligations.

14. ~~13.~~ The Debtors shall be and hereby are authorized to issue, in their discretion, new postpetition checks or effect new postpetition fund transfers on account of the Prepetition Employee Obligations to replace any prepetition checks or fund transfer requests that may be dishonored or rejected; provided, however, that any check drawn or issued by the Debtors before the Petition Date may be honored by any Bank to the extent provided herein or by another order of this Court.

15. ~~14.~~ Notwithstanding any other provision of this Order, no Payroll Bank that honors a prepetition check or other item drawn on any account that is the subject of this Order: (a) at the direction of the Debtors; (b) in a good faith belief that the Court has authorized payment of such prepetition check or item; or (c) as the result of a good faith error made despite implementation of reasonable item handling procedures, shall be deemed to be liable to the Debtors or their estates or otherwise in violation of this Order.

16. ~~15.~~ Neither this Order nor any payment or performance by the Debtors authorized hereunder shall be deemed an assumption of any executory contract, including any Employee Benefit Programs, or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with an Employee.

17. ~~16.~~ Authorizations given to the Debtors in this Order empower but do not direct the Debtors to effectuate the payments specified herein, and the Debtors shall retain the business judgment to make or not make such payments, in all instances subject to the condition that funds are available to effect any payment. In no event shall any person (director, creditor, officer, manager, member, Employee or otherwise of the Debtors), solely as a result of this Order, be personally liable for any amounts authorized for payment herein but not paid, and nothing in this Order shall be deemed to increase, reclassify, elevate to administrative expense

status or otherwise effect such claims.

~~17. Within three (3) business days after entry hereof, the Debtors shall serve a copy of this Order upon: (a) the United States Trustee for the Southern District of New York; (b) the Debtors' fifty (50) largest unsecured creditors on a consolidated basis; (c) counsel to JPMorgan Chase Bank, N.A., as the administrative agent under the Debtors' prepetition secured credit agreements; (d) counsel to the administrative agent under the Debtors' postpetition credit agreement; (e) counsel to the indenture trustee for the 8.875% First Priority Senior Secured Notes; (f) counsel to the indenture trustee for the 10% Senior Secured Notes; (g) counsel to the indenture trustee for the 9.0% / 9.5% Second Priority Springing Lien Notes; (h) counsel to the indenture trustee for the 11.5% Senior Subordinated Notes; (i) counsel to GE Capital Equity Investments, Inc.; (j) counsel to the Ad Hoc Group of Second Lien Noteholders; (k) counsel to Apollo Global Management, LLC and certain affiliated funds; (l) counsel to Momentive Performance Materials Holdings LLC; and (m) the Debtors' existing banks.~~

18. This Order, and all acts taken in furtherance of or reliance upon this Order, shall be effective notwithstanding the filing of an objection.

19. Notwithstanding anything to the contrary contained herein, any payment to be made, and any authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under the Debtors' postpetition financing agreements (the "**DIP Loan Agreements**") and any order governing the Debtors' use of cash collateral and entry into the DIP Loan Agreements (such order, the "**DIP Financing Order**") and nothing herein shall alter the rights of the secured parties under the DIP Financing Order or DIP Loan Agreements. To the extent of any conflict between the terms of this Order and the terms of the DIP Financing Order, the terms of the DIP Financing Order shall govern.

20. Bankruptcy Rule 6003(b) has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors. The requirements of Bankruptcy Rules 6004(a) and 6004(h) and Local Rule 9013-1(a) are waived.

21. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2014
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE