

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
: **Chapter 11**
: **Case No. 12-12690 (CSS)**
: **Jointly Administered**
: **Re: Docket Nos. 12, 43 & 77**
-----X

In re

**SOUTHERN AIR
HOLDINGS, INC., et al.,**

Debtors.¹

NOTICE OF FILING OF PROPOSED FINAL DIP ORDER

PLEASE TAKE NOTICE that on September 28, 2012, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the **Motion of Debtors for an Order (I) Authorizing Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Priority, (III) Authorizing Use of Cash Collateral and Approving Adequate Protection, and (IV) Modifying the Automatic Stay Pursuant to Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Bankruptcy Rule 4001** [Docket No. 12] (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that on September 28, 2012, the Court entered an **Emergency Bridge Order Pursuant to Sections 105, 361, 362 and 363 of the Bankruptcy Code (A) Authorizing the Use of Cash Collateral and Granting Adequate Protection, (B) Scheduling a Hearing on the Motion of the Debtors for an Order**

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Southern Air Holdings, Inc., 6605; (ii) Cargo 360, Inc., 4233; (iii) Southern Air Inc., 2187; (iv) Air Mobility Inc., 3824; (v) 21110 LLC, 3761; (vi) 21111 LLC, 8100; (vii) 21221 LLC, 1567; (viii) 21550 LLC, 8103; (ix) 21576 LLC, 6341; (x) 21590 LLC, 8105; (xi) 21787 LLC, 0617; (xii) 21832 LLC, 7893; (xiii) 23138 LLC, 7192; (xiv) 24067 LLC, 6360; (xv) 46914 LLC, 0322; (xvi) Aircraft 21255, LLC, 5500; (xvii) Aircraft 21380, LLC, 1753; and (xviii) CF6-50, LLC, 9733. The address for all Debtors is 117 Glover Avenue, Norwalk, Connecticut 06850.



(I) Authorizing Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Priority, (III) Authorizing Use of Cash Collateral and Approving Adequate Protection, and (IV) Modifying the Automatic Stay Pursuant to Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Bankruptcy Rule 4001, and (C) Granting Related Relief [Docket No. 43].

PLEASE TAKE FURTHER NOTICE that on October 1, 2012, the Court entered an **Interim Order (I) Authorizing Debtors (A) to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, and 364, (B) to Use Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Certain Protections to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364, and (III) Scheduling Final Hearing Pursuant to Bankruptcy Rules 4001(b) and (c) [Docket No. 77] (the “Interim DIP Order”)**.

PLEASE TAKE FURTHER NOTICE that on the date hereof, the Debtors have filed a proposed form of order approving the Motion on a final basis (the “Proposed Final DIP Order”), a copy of which is annexed hereto as Exhibit 1. For the convenience of the Court and parties in interest, attached hereto as Exhibit 2 is a blackline comparing the Interim DIP Order and the Proposed Final DIP Order.

Dated: October 25, 2012
Wilmington, Delaware

/s/ Maris J. Kandestin
M. Blake Cleary (No. 3614)
Maris J. Kandestin (No. 5294)
YOUNG CONAWAY STARGATT &
TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

Brian S. Rosen, Esq.
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Proposed Attorneys for the
Debtors and Debtors in Possession*

EXHIBIT 1

Proposed Final DIP Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
:
In re : **Chapter 11**
:
SOUTHERN AIR : **Case No. 12-12690 (CSS)**
HOLDINGS, INC., et al., :
:
Debtors.¹ : **Jointly Administered**
:
: **RE: Docket Nos. 12 & 43**
-----X

**FINAL ORDER (I) AUTHORIZING DEBTORS (A) TO OBTAIN
POSTPETITION FINANCING PURSUANT TO 11 U.S.C. §§ 105, 361, 362,
AND 364, (B) TO USE CASH COLLATERAL PURSUANT TO 11 U.S.C.
§ 363, AND (II) GRANTING CERTAIN PROTECTIONS TO PREPETITION
SECURED PARTIES PURSUANT TO 11 U.S.C. §§ 361, 362, 363, AND 364**

Upon consideration of the motion (the “Motion”),² dated September 28, 2012, of Cargo 360, Inc. (the “Borrower” or “Cargo”) and the other above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) pursuant to sections 105, 361, 362, 363, and 364 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), and Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules for the Bankruptcy Court for the District of Delaware (the “Local Bankruptcy Rules”), seeking, among other things:

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Southern Air Holdings, Inc., 6605; (ii) Cargo 360, Inc., 4233; (iii) Southern Air Inc., 2187; (iv) Air Mobility Inc., 3824; (v) 21110 LLC, 3761; (vi) 21111 LLC, 8100; (vii) 21221 LLC, 1567; (viii) 21550 LLC, 8103; (ix) 21576 LLC, 6341; (x) 21590 LLC, 8105; (xi) 21787 LLC, 0617; (xii) 21832 LLC, 7893; (xiii) 23138 LLC, 7192; (xiv) 24067 LLC, 6360; (xv) 46914 LLC, 0322; (xvi) Aircraft 21255, LLC, 5500; (xvii) Aircraft 21380, LLC, 1753; and (xviii) CF6-50, LLC, 9733. The address for all Debtors is 117 Glover Avenue, Norwalk, Connecticut 06850.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DIP Loan Documents (as defined below).

(i) The Court's authorization for the Borrower to (A) obtain postpetition financing (the "DIP Financing"), and the Guarantors (as defined herein) to guaranty the obligations of all Debtors in connection with the DIP Financing, which shall consist of a superpriority priming delayed-draw term loan facility, in an aggregate principal amount of up to \$62,500,000 (the "DIP Facility"), and such other financial accommodations, allocated as follows:

(a) **New Money Loans**. A superpriority priming new money delayed draw term loan facility in the principal amount of \$25,000,000 (the "New Money Loan Commitments" and the term loans made thereunder, the "New Money Loans") to be secured by liens on the Collateral (as defined below) and entered into between, on the one hand, Borrower, a Delaware corporation and, on the other hand, Canadian Imperial Bank of Commerce, New York Agency, as administrative agent and collateral agent ("CIBC," in such capacity, the "DIP Agent"), and certain financial institutions that are party to the DIP Loan Agreement (as defined below) from time to time with respect to the DIP Facility (each a "DIP Lender," and collectively, the "DIP Lenders") with all DIP Obligations (as defined below) to be unconditionally and jointly and severally guaranteed (the "Guarantee") by each guarantor (the "Guarantors") of obligations under that certain Credit Agreement dated as of September 6, 2007, among the Borrower and CIBC, as administrative agent and collateral agent (in such capacity the "Prepetition Agent") for the lenders (in such capacity the "Prepetition Lenders") (as amended or otherwise modified prior to the date hereof by the First Amendment to Credit Agreement, dated as of October 24, 2007, the Second Amendment and Waiver to Credit Agreement and First Amendment to Second Forbearance Agreement to

Credit Agreement, dated as of August 12, 2009, the Third Amendment and Waiver to Credit Agreement and Second Amendment to Second Forbearance Agreement to Credit Agreement, dated as of October 15, 2009, the Fourth Amendment and Waiver to Credit Agreement, dated as of December 10, 2009, the Fifth Amendment to Credit Agreement, dated as of February 25, 2010 and the Sixth Amendment to Credit Agreement, dated as of September 30, 2011 (and as further amended, supplemented and otherwise modified from time to time, and related definitive documentation, in each case as further amended, supplemented or otherwise modified prior to the date hereof, and including all exhibits and other ancillary documentation in respect thereof, the “Prepetition Credit Agreement” and such facilities, the “Prepetition Senior Credit Facilities”).

- (b) **Roll-Up Loans.** With respect to each person who beneficially owns (or whose affiliates beneficially owns) Obligations (as defined in the Prepetition Credit Agreement) (collectively, the “Prepetition Loans”) under the Prepetition Senior Credit Facilities (each, an “Eligible Subscriber”) who (i) is (or derives its interest from) a legal owner of Prepetition Loans in which such Eligible Subscriber (or its designated affiliate (including funds under common management)) owns a beneficial interest and has executed the DIP Loan Agreement and (ii) commits to fund the New Money Loans, such Eligible Subscriber shall have the right to roll-up its *pro rata* share (calculated by dividing its New Money Loan Commitments by the total amount of New Money Loan Commitments) of \$37,500,000.00 of the principal amount of the Prepetition Loans (collectively the “Roll-Up Loans,” together with the New Money Loans, the “DIP Loans”) beneficially owned by such person in its capacity as an Eligible Subscriber (or its designated affiliate (including funds under common management)).
- (c) **Interim Facility.** During the period commencing on the date (the “Interim Order Entry Date”) on which the Court entered an order approving the Motion on an interim basis (the “Interim Order”), but prior to the date (the “Final Order Entry Date”) of this order (the “Final Order” and such period, the “Interim Period”), the maximum amount available to be drawn under the DIP Facility was limited to \$12,500,000 (the “Interim Facility”), subject to compliance with the terms, conditions and covenants described in the DIP Loan Documents and in accordance with the Approved Budget (as defined in the DIP Loan Documents).

(ii) The Court’s authorization for the Debtors to grant certain protections pursuant to section 364 of the Bankruptcy Code as set forth in this Final Order and any applicable DIP Document (the “OHAA Protections”) to the Secured OHAA Payment Obligations (as defined below) arising under the Stipulation Pursuant to Sections 363 and 1110 of the Bankruptcy Code Regarding Oak Hill Entities³ and 777 Aircraft, filed by the Debtors on the Petition Date (the “Section 1110 Stipulation”). In accordance with the terms of the Section 1110 Stipulation, including Exhibit A to the Section 1110 Stipulation and the escrow agreement referenced therein, the Oak Hill Entities shall provide certain payments to the Debtors from and after the Petition Date including (a) payments, each in the amount of \$833,333.33 to be made (x) within one business day of entry of the Interim Order, and (y) following entry of an order by this Court approving the Section 1110 Stipulation (the “Stipulation Approval Order”), and on the first business day of each of the successive eleven (11) months following the Petition Date (each such payment, which in no event shall total more than \$10,000,000 in the aggregate, a “12-Month Payment”), and (b) from and after the Petition Date and for the five years thereafter, certain ratable periodic payments to the Debtors in the aggregate amount of \$2,000,000 per year on account of the OHAA Leases, up to an aggregate total amount of \$10,000,000 (collectively, the “Additional Monthly Payments” and, together with the 12-Month Payments and the Boeing Credit (as defined in the Section 1110 Stipulation), the “OHAA Payments”). “Secured OHAA Payments” shall mean all amounts actually received by the Debtors (or deemed received by the Debtors in the case of the Boeing Credit) from any Oak Hill Entity during the pendency of the Chapter 11 Cases pursuant to the Section 1110 Stipulation and “Secured OHAA Payment”

³ Oak Hill Entities shall mean (collectively) Oak Hill Capital Partners II, L.P. (“OHCP”), OH Aircraft Acquisition, LLC (“OHAA”) and Oak Hill Cargo 360, LLC (“OH Cargo”).

Obligations” shall mean the obligations of the Debtors under the Section 1110 Stipulation and any applicable DIP Document to repay the Secured OHAA Payments.

(iii) The Court’s authorization for the Debtors to execute and deliver additional final documentation consistent with the terms of (or as may be required by) the Senior Secured Super-Priority Debtor In Possession Credit Agreement, dated as of the Interim Order Entry Date (as the same may be amended or modified, the “DIP Loan Agreement”) in substantially the form attached as Exhibit A to the Motion, and all additional documentation (the “DIP Loan Documents” and, together with the DIP Loan Agreement, the Guaranties, the Approved Budget, the Interim Order and this Final Order, and any other related security, collateral or other documentation, collectively, the “DIP Documents”), and to perform such other and further acts as may be required in connection with the DIP Documents;

(iv) The Court’s authorization for the use of the proceeds of the DIP Financing extended to the Borrower as expressly provided in the DIP Documents in accordance with the terms of the Approved Budget, including, without limitation: (a) to pay (A) all fees due to the DIP Agent as provided under the DIP Facility and (B) all reasonable out-of-pocket professional fees and expenses (including legal, financial advisor, appraisal and valuation-related fees and expenses) incurred by the DIP Agent to the extent provided for in the DIP Facility (the amounts described in clauses (A) and (B) are referred to herein as the “DIP Expenses”), (b) to exchange certain of the Prepetition Loans for Roll-Up Loans, and (c) to provide working capital to the Debtors for other general corporate purposes and for other administration costs of the Chapter 11 Cases and other claims or amounts approved by the Bankruptcy Court and in accordance with the Approved Budget, which Approved Budget shall provide sufficient funds for the payment of the amounts the Debtors are required to pay (i) under the Section 1110 Stipulation, (ii) to timely

perform their obligations under the 777 Leases from and after the Petition Date and (iii) cure any payment defaults under the 777 Leases that are in existence as of the Petition Date (collectively, the “On-Going Expenses”) and to pay professional fees and expenses of the Debtors and the Committee (as defined herein), if one is appointed during the Chapter 11 Cases (the “Professional Expenses” and, together with DIP Expenses and On-Going Expenses, the “Permitted Expenditures”);

(v) The Court’s granting to the DIP Agent (a) for the benefit of the DIP Agent and the DIP Lenders (collectively, the “DIP Secured Parties”) with respect to the DIP Loans, all of the obligations and indebtedness arising under, in respect of or in connection with the DIP Financing and the DIP Documents, including all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents (including the New Money Loans and the Roll-up Loans) and any other obligations under the DIP Documents (all of the foregoing, collectively, the “DIP Obligations”) and (b) for the benefit of the Oak Hill Entities in respect of the Secured OHAA Payment Obligations, in each case in accordance with the relative priorities set forth more fully below, but subject in all respects to the Carve-Out (as defined herein) on all property, whether now owned or hereafter acquired or existing and wherever located, of each Debtor and each Debtor’s “estate” (as created pursuant to Section 541(a) of the Bankruptcy Code), property of any kind or nature whatsoever, real or personal, tangible or intangible, and now existing or hereafter acquired or created, including, without limitation, all accounts, inventory, goods, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, contracts, chattel paper, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort

claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding capital stock of each Debtor, money, investment property, and causes of action (including any and all actions arising under the Bankruptcy Code), Cash Collateral (as that term is defined herein), and all cash and non-cash proceeds, rents, products, substitutions, accessions, and profits of any of the collateral described above, documents, vehicles, intellectual property, securities, partnership or membership interests in limited liability companies and capital stock, including, without limitation, the products, proceeds and supporting obligations thereof, and upon entry of this Final Order, any causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code (collectively, the “Collateral”). The term Collateral shall not include any asset specifically excluded from the definition of Collateral in the Security Agreement attached as an Exhibit to the DIP Loan Agreement (the “Security Agreement”). Specifically, the Motion sought,

- (a) pursuant to Bankruptcy Code section 364(c)(1), joint and several superpriority administrative expense claims status in the Chapter 11 Cases, which claims in respect of the DIP Facility and the Secured OHAA Payment Obligations shall be superior to all other claims and shall not be subject to discharge under section 1141 of the Bankruptcy Code;
- (b) pursuant to Bankruptcy Code section 364(c)(2), a first priority lien on all unencumbered Collateral (whether now or hereafter acquired and all proceeds, product or offspring thereof);

(c) subject to clause (d) below, pursuant to Bankruptcy Code section 364(c)(3), a junior lien on all encumbered Collateral (whether now or hereafter acquired and all proceeds, product or offspring thereof); and

(d) pursuant to Bankruptcy Code section 364(d), a first priority priming lien on all Collateral (whether now or hereafter acquired and all proceeds, product or offspring thereof) that were subject to a lien under the Existing Primed Secured Facilities (as defined herein) as of the Petition Date;

(vi) The Court's granting the OHAA Protections for the Secured OHAA Payment Obligations, entitling the Oak Hill Entities to receive a ratable distribution, *pari passu* with the DIP Loans, upon any realization of Collateral, on the terms set forth in the DIP Documents;

(vii) The Court's granting adequate protection to the secured parties whose liens and security interests are being primed by the DIP Financing and the Secured OHAA Payments as set forth below (such parties, the "Adequate Protection Parties")⁴

;

(viii) The Court's authorization for the Debtors to use any Cash Collateral (as defined below) in which Adequate Protection Parties may have an interest and the granting of certain protections to the Adequate Protection Parties with respect to, *inter alia*, use of their Cash

⁴ On September 28, 2012, this Court entered the Emergency Bridge Order Pursuant to Sections 105, 361, 362 and 363 of the Bankruptcy Code (A) Authorizing the Use of Cash Collateral and Granting Adequate Protection, (B) Scheduling a Hearing on the Motion of the Debtors for an Interim Order (I) Authorizing Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Priority, (III) Authorizing the Use of Cash Collateral and Approving Adequate Protection, and (IV) Modifying the Automatic Stay Pursuant to Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Bankruptcy Rule 4001, and (C) Granting Related Relief [Docket No. 43] (the "Cash Collateral Order"). Pursuant to the Cash Collateral Order, the Court granted certain protections to the Adequate Protection Parties. Upon entry of the Interim Order, the provisions of the Cash Collateral Order were amended and superseded in their entirety by the provisions of the Interim Order and, as such, the provisions of the Interim Order and this Final Order shall be applicable to all Cash Collateral utilized by the Debtors between the entry of the Cash Collateral Order and the Interim Order.

Collateral in accordance with the Approved Budget and the use (and any Diminution in Value (as defined herein)) of their Cash Collateral as provided herein;

(ix) The Court's approval of the incurrence and payment of (a) a superpriority administrative expense claim equal to 5% of the total equity value of the reorganized Debtors that shall accrue as of the entry of the Interim Order (the "Equity Payment"), which Equity Payment shall be payable to each initial DIP Lender pro rata based on the amount of such DIP Lenders' New Money Loan Commitments as a non-refundable cash payment upon the earliest of (A) confirmation of any plan of reorganization, in which case the Equity Payment shall be deemed to be in an amount equal to the greater of (x) 5% of the total equity value of the reorganized Debtors under such plan and (y) 5% of what the total equity value of the reorganized Debtors would have been under the Plan as defined in the Support Agreement (B) sale of all or substantially all of the Debtors' assets, in which case the Equity Payment shall be deemed to be equal to the greater of (x) 5% of the New-Money Loan Commitments and (y) 5% of the sale proceeds, and shall in each case be payable only from sale proceeds and senior to all other DIP Obligations; or (C) conversion of the Chapter 11 Case of Southern Air, Inc. to a case under chapter 7 of the Bankruptcy Code, in which case the Equity Payment shall be deemed to be equal to 5% of New-Money Loan Commitments and shall be senior to the DIP Obligations; provided that upon confirmation of any plan of reorganization the Equity Payment may, at the election of the Debtors announced prior to the hearing to consider confirmation of such plan, be paid in the form of capital securities in the reorganized Debtors equal to the Equity Payment; (b) upon the funding of Interim DIP Facility, a cash payment of 1.50% of the aggregate principal amount of the New Money Loans, payable to the DIP Lenders on a *pro rata* basis based on their New Money Loan Commitments (the "Cash Payment Upon Closing"); (c) the cash payment to

the DIP Agent of the administrative fees set forth in the Fee Letter; and (d) other related costs, fees and expenses (including pursuant to the Fee Letter);

(x) That the Court vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code to implement and effectuate the terms and provisions of the DIP Documents, the OHAA Protections, and this Final Order;

(xi) That the Court waive any applicable stay (including under Bankruptcy Rule 6004) and provide for immediate effectiveness of this Final Order;

(xii) Pursuant to Bankruptcy Rule 4001, that the Court consider entry of the Interim Order, authorizing that during the Interim Period, and subject to the terms and conditions contained in the DIP Documents, an amount not to exceed \$12,500,000, be made available, and \$37,500,000 of the Roll-Up Loans be deemed borrowed and exchanged for the same amount of Prepetition Loans (together, the “Initial Availability”) and the Debtors’ receipt of the initial \$833,333.33 Secured OHAA Payment and any other Secured OHAA Payment made following the entry of the Stipulation Approval Order; and

(xiii) That the Court schedule a final hearing (the “Final Hearing”) to consider entry of the Final Order granting the relief requested in the Motion on a final basis and authorizing the balance of the borrowings under the DIP Documents and the balance of the Secured OHAA Payments on a final basis.

The interim hearing on the Motion having been held on October 1, 2012 (the “Interim Hearing”); and the final hearing on the Motion (the “Final Hearing”) having been held on October 25, 2012; and based upon all of the pleadings filed with the Court, the evidence presented at the Interim Hearing and the Final Hearing and the entire record herein; and no objections (formal or informal) to the final relief requested in the Motion having been raised;

and the Court having noted the appearances of all parties in interest; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and the Debtors' estates and creditors; and the Debtors having provided notice of the Motion as set forth in the Motion and it appearing that no further or other notice of the Motion need be given; and after due deliberation and consideration, and sufficient cause appearing therefor:

BASED ON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL HEARING BY THE DEBTORS, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁵

A. Petition Date. On September 28, 2012 (the "Petition Date"), the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under the Bankruptcy Code. The Debtors are operating their businesses and managing their affairs as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in any of these Chapter 11 Cases.

B. Jurisdiction; Venue. The Court has jurisdiction over the Chapter 11 Cases, the parties, and the Debtors' property pursuant to 28 U.S.C. §1334. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(D). Venue of the Chapter 11 Cases and the Motion is proper under 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004, and 9014 and the Local Bankruptcy Rules.

C. Committee Formation. No official committee of unsecured creditors has yet been appointed in any of these Chapter 11 Cases.

D. Prepetition Credit Agreement/Debt Arrangements. The Debtors represent that the Debtors are each Borrowers or Guarantors under the Prepetition Senior Credit Facilities

⁵ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as finding of fact, pursuant to Bankruptcy Rule 7052.

and the Prepetition Credit Agreement. Pursuant to the Prepetition Credit Agreement, the Prepetition Lenders provided the Debtors with loans in the aggregate principal amount of approximately \$287,683,250.99 (including capitalized “PIK” interest and issued but undrawn letters of credit, but excluding accrued interest (including accrued but uncapitalized PIK interest), fees, and expenses incurred in connection therewith). For purposes of this Final Order, the term “Prepetition Indebtedness” shall mean all amounts owed, as of the Petition Date, to the Prepetition Agent and the Prepetition Lenders under the Prepetition Credit Agreement, including, without limitation, all Obligations of any Debtor thereunder.

E. Stipulations. In requesting the DIP Financing under the DIP Documents, the Debtors, on behalf of themselves and their subsidiaries, permanently, immediately, and irrevocably acknowledge, represent, stipulate, and agree, that, in each case subject to Paragraph 21 of this Final Order:

- a. in entering into the DIP Documents and the Section 1110 Stipulation, and as consideration therefor, the Debtors and the Non-Debtor Subsidiary hereby agree that until such time as all DIP Obligations are indefeasibly satisfied in accordance with the terms of the DIP Documents, the commitments are terminated in accordance with the terms of the DIP Documents, and the Secured OHAA Payment Obligations have been satisfied on the terms set forth in the Section 1110 Stipulation and the Oak Hill Entities’ obligations to make the OHAA Payments is terminated in accordance with the terms of the Section 1110 Stipulation, the Debtors and the Non-Debtor Subsidiary will not in any way prime or seek to prime (or otherwise cause to be subordinated in any way) the liens, security interests, or claims provided under this Final Order to the DIP

Agent or any Oak Hill Entity by offering a subsequent lender or any party-in-interest a superior or *pari passu* lien or claim pursuant to section 364 of the Bankruptcy Code except as otherwise provided herein or in the DIP Documents, or otherwise;

- b. as of the Petition Date, (A) the aggregate principal amount of the Prepetition Indebtedness is not less than \$287,683,250.99 (including capitalized “PIK” interest and issued but undrawn letters of credit, but excluding accrued interest (including accrued but uncapitalized PIK interest), fees, and expenses incurred in connection therewith), (B) all of the Prepetition Indebtedness is unconditionally owing by the Debtors to the Prepetition Agent and the Prepetition Lenders, and (C) based on the Debtors’ due diligence, all claims in respect of the Prepetition Indebtedness (i) are not and shall not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, recoupment, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable domestic or foreign law or regulation by any person or entity, and (ii) constitutes the legal, valid, and binding obligations of the Debtors and their respective estates, enforceable against each such Debtor and estate in accordance with the Prepetition Credit Agreement;
- c. the liens securing the Prepetition Senior Credit Facilities (the “Existing Liens”) (A) constitute valid, binding, enforceable, and perfected first priority liens on the collateral as described in the security agreements entered into in connection with the Prepetition Credit Agreement (the “Prepetition Collateral”) that, prior to the

entry of the Interim Order, were subject only to the permitted liens set forth in Section 7.2.3 of the Prepetition Credit Agreement (the “Permitted Liens”) and (B) are not, and shall not be, subject to avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity;

- d. the DIP Agent, the DIP Lenders, the Prepetition Agent, and the Prepetition Lenders are not control persons or insiders of the Prepetition Obligors or the Debtors by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the DIP Documents and/or the Prepetition Credit Agreement;
- e. as of the Petition Date, there exist no claims or causes of action against any of the Prepetition Agent, the Prepetition Lenders, the DIP Agent, or the DIP Lenders with respect to, in connection with, related to, or arising from the Prepetition Senior Credit Facilities or the DIP Financing that may be asserted by the Debtors, the Non-Debtor Subsidiary, or any other person or entity;
- f. as of the Petition Date, there are no senior or *pari passu* liens on or security interests in the Collateral except for the Existing Liens and, to the extent such liens are determined to be valid, perfected, binding, and enforceable, the Permitted Liens;
- g. the Debtors and their subsidiaries forever and irrevocably release, discharge, and acquit the Oak Hill Entities of and from any and all claims, demands, liabilities,

responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof solely to the extent directly related to the Secured OHAA Payment Obligations, including, without limitation (i) any so-called "lender liability" or equitable subordination claims or defenses, as a result of the Oak Hill Entities making the Secured OHAA Payments or receiving the Secured OHAA Payment Obligations, (ii) any and all claims and causes of action arising under title 11 of the United States Code as a result of the Oak Hill Entities making the Secured OHAA Payments or receiving the Secured OHAA Payment Obligations, and (iii) any and all claims and causes of action regarding the validity, priority, perfection or avoidability of the liens or claims securing the Secured OHAA Payment Obligations; and

- h. the Debtors and their subsidiaries forever and irrevocably release, discharge, and acquit the former, current, or future DIP Agent, the DIP Lenders, the Prepetition Agent, and the Prepetition Lenders, and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest

(collectively, the “Releasees”) of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof relating to the Prepetition Credit Agreement, the Prepetition Indebtedness, the Prepetition Liens, the DIP Financing, the Support Agreement, or the transactions contemplated under such documents, including, without limitation, (i) any so-called “lender liability” or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under title 11 of the United States Code, and (iii) any and all claims and causes of action regarding the validity, priority, perfection or avoidability of the liens or claims of the Prepetition Agent, the Prepetition Lenders, the DIP Agent, and/or the DIP Lenders.

F. Cash Collateral. For purposes of this Final Order, the term “Cash Collateral” shall mean and include all “cash collateral,” as defined in section 363 of the Bankruptcy Code, in which the Prepetition Agent has, for the benefit of itself and the Prepetition Lenders, a lien, security interest or other interest (including, without limitation, any adequate protection liens or security interests) whether existing on the Petition Date, arising pursuant to

this Final Order, or otherwise. The Debtors require the use of Cash Collateral to operate their businesses. Without the use of Cash Collateral, the Debtors will not be able to meet their cash requirements for working capital needs and fund the working capital needs of the other Debtors which would result in an immediate shutdown of the Debtors' businesses. The DIP Agent, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders and the Oak Hill Entities (to the extent of the Secured OHAA Payment Obligations) do not consent to the use of Cash Collateral except on the terms and for the purposes specified herein.

G. Adequate Protection. The Adequate Protection Obligations (as defined below) are sufficient to protect the interests of the Adequate Protection Parties in the collateral securing the Prepetition Primed Obligations (as defined below) and no further adequate protection is required under section 363 or 364, or any other provision of the Bankruptcy Code.

H. Purpose and Necessity of DIP Financing. The Debtors assert the following: the Debtors require the financing described in the Motion and as expressly provided in the DIP Documents and by the Secured OHAA Payments (i) to pay costs, fees and expenses related to the execution and delivery of the DIP Loan Agreement and the consummation of the transactions contemplated under the DIP Loan Documents, (ii) to exchange certain of the Prepetition Loans for Roll-Up Loans, (iii) to provide working capital from time to time for the Debtors, (iv) for other general corporate purposes of the Debtors and, subject to the terms of this Final Order and the DIP Documents, the Non-Debtor Subsidiary, (v), to pay the amounts the Debtors are required to pay under the Section 1110 Stipulation, to timely perform their obligations under the 777 Leases from and after the Petition Date and to cure any payment defaults under the 777 Leases that are in existence as of the Petition Date (vi) to pay administration costs of these Chapter 11 Cases and claims or amounts approved by the

Bankruptcy Court in accordance with the Approved Budget. If the Debtors do not obtain (a) authorization to borrow under the DIP Loan Agreement and the DIP Loans and (b) authorization to receive the Secured OHAA Payments and related OHAA Protections, the Debtors will suffer immediate and irreparable harm. The Debtors are unable to obtain adequate unsecured credit allowable as an administrative expense under section 503 of the Bankruptcy Code, or other financing under section 364(c) or (d) of the Bankruptcy Code, on terms equal to or more favorable than those set forth in the DIP Documents and the Section 1110 Stipulation. Credit in the amount provided by the DIP Documents and the OHAA Payments is not available to the Debtors without (x) granting the DIP Agent, for the benefit of the DIP Lenders, and the Oak Hill Entities, to the extent of the Secured OHAA Payment Obligations, superpriority claims, liens, and security interests, pursuant to sections 364(c)(1), (2), (3), and 364(d) of the Bankruptcy Code, (y) granting the DIP Lenders the ability to exchange Prepetition Loans into Roll-Up Loans as a necessary inducement to, and a portion of the consideration for, providing the New Money Loans, and (z) obtaining the consent of the Prepetition Agent, the Prepetition Lenders and any other parties referred to in the prepetition collateral documents (the “Prepetition Secured Parties”), each as provided in this Final Order and the DIP Documents. After considering all alternatives, the Debtors have concluded, in the exercise of their prudent business judgment, that the DIP Facility and the Secured OHAA Payments represent the best and only working capital financing available to them at this time. Additionally, the DIP Facility and the Secured OHAA Payments are the only loans available to the Debtors. Additionally, the terms of the DIP Financing, the Secured OHAA Payments and the use of Cash Collateral are fair and reasonable and reflect the Debtors’ exercise of prudent business judgment consistent with their fiduciary duties.

I. Good Cause. Based upon the record presented to the Court by the Debtors, it appears that the ability of the Debtors to obtain sufficient working capital and liquidity under the DIP Documents and by the Secured OHAA Payments, and use of Cash Collateral, is vital to the Debtors' estates and creditors. The Debtors assert that the financing to be provided under the DIP Documents, by the Secured OHAA Payments and through the use of the Cash Collateral will enable the Debtors to continue to operate their businesses in the ordinary course and preserve the value of their businesses. The Debtors' estates will be immediately and irreparably harmed if this Final Order is not entered. Good cause has, therefore, been shown for the relief sought in the Motion.

J. Good Faith. The DIP Financing and the DIP Documents have been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the other DIP Obligations, shall be deemed to have been extended by each of the DIP Secured Parties and each of 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 DIP Obligations, the Postpetition Liens (as defined herein), the Superpriority Claim (as defined herein), and, to the extent applicable, the Adequate Protection Obligations shall be entitled to the full protection of section 364(e) of the Bankruptcy Code and the terms, conditions, benefits, and privileges of the Interim Order and this Final Order regardless of whether the Interim Order or this Final Order is subsequently reversed, vacated, modified, or otherwise is no longer in full force and effect or the Chapter 11 Cases are subsequently converted or dismissed, in each case, as of such date. The Secured OHAA Payments and the OHAA Protections have been negotiated in good faith and at arm's length among the Debtors and the Oak Hill Entities, and the Secured OHAA Payments shall be deemed

to have been extended by each of the Oak Hill Entities 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 Postpetition Liens (as defined herein) and the Superpriority Claim (as defined herein), shall be entitled to the full protection of section 364(e) of the Bankruptcy Code and the terms, conditions, benefits, and privileges of the Interim Order and this Final Order regardless of whether the Interim Order or this Final Order is subsequently reversed, vacated, modified, or otherwise is no longer in full force and effect or the Chapter 11 Cases are subsequently converted or dismissed, in each case, as of such date.

K. Consideration. All of the Debtors will receive and have received fair consideration and reasonably equivalent value in exchange for access to the DIP Loans, the use of Cash Collateral, receipt of the Secured OHAA Payments and all other financial accommodations provided under the DIP Documents and this Final Order.

L. Participation. Prior to the Petition Date, a term sheet with respect to the DIP Financing was made available to all Prepetition Lenders, and each Prepetition Lender was solicited and given the opportunity to become a DIP Lender thereunder after due deliberation and consideration.

M. Consent. Through their execution of the Support Agreement, the “Required Lenders” as defined in the Prepetition Credit Agreement, have consented to the DIP Financing, the Secured OHAA Payment Obligations and to the use of Cash Collateral, and have agreed to have their liens primed pursuant to the terms of the Interim Order and this Final Order.

N. Entry of Final Order. The permission granted herein to enter into the DIP Documents and to obtain funds thereunder and with the Secured OHAA Payments, is necessary

to avoid immediate and irreparable harm to the Debtors. This Court concludes that entry of this Final Order is in the best interests of the Debtors and the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued flow of supplies and services to the Debtors necessary to sustain the operation of the Debtors' existing businesses and further enhance the Debtors' prospects for a successful restructuring. Based upon the foregoing findings, acknowledgments, and conclusions, and upon the record made before this Court at the Interim Hearing and the Final Hearing, and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED:

1. Disposition. The Motion is granted on a final basis and on the terms set forth herein. Any objections to the Motion that have not previously been withdrawn, waived, settled, or resolved and all reservations of rights included therein are hereby denied and overruled on their merits with prejudice.

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

3. Authorization of the DIP Financing and DIP Loan Agreement.

(a) The Debtors are hereby authorized to execute and enter into the DIP Documents, and the DIP Documents are hereby approved and incorporated herein by reference in their entirety, as amended by Paragraph 12(b) of this Final Order. The DIP

Documents and this Final Order shall govern the financial and credit accommodations to be provided to the Debtors by the DIP Lenders.

(b) The Borrower is hereby authorized (and was authorized pursuant to the Interim Order) to borrow money pursuant to the DIP Documents, and the Guarantors are hereby authorized to guaranty (on a joint and several basis) all DIP Obligations, including up to an aggregate principal amount of up to \$25,000,000 in New Money Loans, and \$37,500,000 in Roll-Up Loans (plus interest, fees and other expenses and amounts provided for in the DIP Loan Agreement) in accordance with the terms of this Final Order and the DIP Loan Agreement, which shall be used solely as expressly provided in the DIP Documents, including, without limitation, (i) to pay costs, fees and expenses related to the execution and delivery of the DIP Loan Agreement and the consummation of the transactions contemplated under the DIP Documents, (ii) to exchange certain of the Prepetition Loans for Roll-Up Loans, (iii) to provide working capital from time to time for the Debtors and to the extent expressly permitted by the DIP Loan Documents, the Non-Debtor Subsidiary, (iv) for other general corporate purposes of the Debtors , which shall include, reimbursement of the amounts payable to OHAA pursuant to Paragraph 36 of this Order and solely to the extent the Stipulation Approval Order is in full force and effect and there has been no breach of the Section 1110 Stipulation, payment of the amounts the Debtors are required to pay under the Section 1110 Stipulation, and (v) to pay administration costs of these Chapter 11 Cases and claims or amounts approved by the Bankruptcy Court and in accordance with the Approved Budget.

(c) In furtherance of the foregoing and without further approval of this Court, each Debtor was by the Interim Order and is hereby authorized to, and shall cause each other Debtor to, perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all related fees that may be required or necessary for the Debtors' performance of their obligations under the DIP Financing, including, without limitation:

(i) the execution, delivery and performance of the DIP Documents, including, without limitation, the DIP Loan Agreement, any guarantees, any security and pledge agreements, and any mortgages contemplated thereby;

(ii) subject to Paragraph 12 hereof and the DIP Documents, the execution, delivery and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Documents for, among other things, the purpose of adding additional financial institutions as DIP Lenders and reallocating the New Money Loan Commitments for the DIP Financing among the DIP Lenders, in each case in such form as the Debtors, the DIP Agent and the Required Lenders may agree;

(iii) the non-refundable payments referred to in the DIP Documents, including the Equity Payment, the Cash Payment Upon Closing, the cash payment to the DIP Agent of the fees set forth in the Fee Letter, and other related costs, fees and expenses (including pursuant to the Fee Letter), and other costs and expenses as may be due in accordance with the DIP Documents; and

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

(d) The DIP Documents and DIP Obligations constitute valid, binding and non-avoidable obligations of the Debtors enforceable against each of them, and each of their successors and assigns, and each person or entity party to the DIP Documents in accordance with their respective terms and the terms of this Final Order and shall survive conversion of the Chapter 11 Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any case.

(e) Except with respect to the Roll-Up Loans as set forth in Paragraph 21 of this Final Order, no obligation, payment, transfer, or grant of security under the DIP Documents, or this Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under section 502(d), 548 or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity.

(f) Subject to, and without limiting, Paragraph 21 below, the Roll-Up Loans are fully approved and authorized as compensation for, in consideration for, and solely on account of, the agreement of such DIP Lenders to make the New Money Loans and

not as payments under, adequate protection for, proceeds of collateral securing, or otherwise on account of, the Prepetition Loans.

4. Authorization of the Secured OHAA Payment Obligations

(a) This Final Order and the Section 1110 Stipulation, shall govern the financial and credit accommodations to be provided to the Debtors by the Oak Hill Entities.

(b) The Debtors are hereby authorized to incur the Secured OHAA Payment Obligations, which shall be used solely as expressly provided in the DIP Documents.

(c) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized to, and shall cause each other Debtor to, perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all related fees that may be required or necessary for the Debtors' performance of their obligations under the Secured OHAA Payment Obligations, including, without limitation, the execution, delivery and performance of documents related to the Secured OHAA Payment Obligations, including, without limitation, any security and pledge agreements, and any mortgages contemplated thereby.

(d) The Secured OHAA Payment Obligations constitute valid, binding and non-avoidable obligations of the Debtors enforceable against each of them, and each of their successors and assigns, in accordance with the terms of this Final Order and shall survive conversion of the Chapter 11 Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any case.

(e) No obligation, payment, transfer, or grant of security under the Secured OHAA Payment Obligations or this Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under section 502(d), 548 or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity.

5. Carve-Out. Notwithstanding anything to the contrary herein, the Debtors' obligations to the DIP Lenders and, solely with respect to the Secured OHAA Payment Obligations, to Oak Hill Entities, the liens and superpriority claims granted herein and/or under the DIP Documents, including the Postpetition Liens (as defined below) and the Adequate Protection Obligations (as defined below), as well as the Prepetition Liens shall be subject and subordinate only to payment of the Carve-Out. For the purposes of this Final Order "Carve-Out" shall mean, collectively, (i) all fees that are required to be paid to the clerk of the Bankruptcy Court and to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a), whether arising prior to or after the delivery of the Carve Out Trigger Notice (as defined below), and (ii) after the occurrence and during the continuance of an Event of Default, an amount equal to (x) all reasonable and documented unpaid fees, costs, disbursements and expenses of professionals retained by the Debtors in the Chapter 11 Cases (collectively, the "Debtors' Professionals") that are incurred and earned prior to the first business day after the delivery of a Carve-Out Trigger Notice, are allowed by this Court under sections 105(a), 328, 330 or 331 of the Bankruptcy Code or otherwise (whether allowed by this Court prior to or after delivery of a Carve-Out Trigger Notice) and remain unpaid after application of any retainers and any available funds remaining in the Debtors' estates for such creditors and (B) all reasonable and documented unpaid fees and expenses of professionals retained by any statutory committees appointed in the Chapter 11 Cases (each, a "Committee") (collectively, the "Committee's Professionals") that are incurred and earned prior to the first business day after the delivery of a Carve-Out Trigger Notice, are allowed by this Court under sections 105(a), 330 or 331 of the Bankruptcy Code or otherwise (whether allowed by this Court prior to or after delivery of a Carve-Out Trigger Notice) and remain unpaid after application of any available funds remaining in the Debtors'

estates for such creditors and (y) reasonable and documented unpaid fees, costs, disbursements, and expenses not to exceed \$750,000 in the aggregate (the “Carve-Out Cap”) that are incurred and earned by the Debtors’ Professionals and the Committee’s Professionals on or after the delivery of a Carve Out Trigger Notice are allowed by this Court under sections 105(a), 330 or 331 of the Bankruptcy Code or otherwise (whether allowed by this Court prior to or after delivery of a Carve-Out Trigger Notice) and remain unpaid after application of any available funds remaining in the Debtors’ estates for such creditors; provided nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described above. Following the delivery of a Carve Out Trigger Notice, the Debtors shall immediately establish the Carve-Out Account, which shall be utilized and treated in accordance with the provisions of the DIP Loan Agreement. The term “Carve-Out Trigger Notice” shall mean a written notice delivered by the DIP Agent to the Borrower’s lead counsel, counsel to the Prepetition Agent, the U.S. Trustee, counsel to the Oak Hill Entities, and lead counsel to any Committee, which notice may be delivered at any time following the occurrence and during the continuation of an Event of Default, expressly stating that the Carve-Out Cap is invoked. Notwithstanding the foregoing, so long as the Carve-Out Trigger Notice has not been delivered, the Borrower shall be permitted to pay, as the same may become due and payable, fees and expenses allowed and payable under 11 U.S.C. §§ 330 and 331, and the same shall not reduce the Carve-Out Cap.

6. Superpriority Claim. (a) Subject to the terms of the DIP Documents, the DIP Agent, for itself and for the benefit of the DIP Lenders, is hereby granted an allowed superpriority administrative expense claim (the “DIP Superpriority Claim”) pursuant to section 364(c)(1) of the Bankruptcy Code for all DIP Obligations, and (b) subject to the terms of

the DIP Documents and the Section 1110 Stipulation, the Oak Hill Entities are hereby granted an allowed superpriority administrative expense claim (the “OHAA Superpriority Claim” and together with the DIP Superpriority Claim, the “Superpriority Claims”) pursuant to section 364(c)(1) of the Bankruptcy Code for all Secured OHAA Payment Obligations, such Superpriority Claims having priority over any and all other claims against the Debtors and their estates, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kinds specified in or arising or ordered under sections 105(a), 326, 328, 330, 331, 503(b), 506(c), 507, 546(c), 726, 1113, and 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The DIP Superpriority Claim (subject to the terms of the DIP Documents) and the OHAA Superpriority Claim (subject to the terms of the DIP Documents and the Section 1110 Stipulation) (i) shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and their estates and all proceeds thereof (in accordance with the priorities set forth in the DIP Loan Agreement) and (ii) shall not be subject to discharge under section 1141 of the Bankruptcy Code. The Superpriority Claims granted in this Paragraph shall be subject and subordinate in priority of payment only to the Carve-Out, but the DIP Superpriority Claim and the OHAA Superpriority Claim shall be *pari passu* with each other. Except as expressly set forth herein, unless the DIP Obligations and the Secured OHAA Payment Obligations have been satisfied in full, no other superpriority claims shall be granted or allowed in the Chapter 11 Cases.

7. Postpetition Liens.

(a) All of the Postpetition Liens and Adequate Protection Liens described herein shall be effective and perfected no later than the date hereof without the necessity of the

execution of mortgages, security agreements, pledge agreements, financing statements or other agreements.

(b) To secure the DIP Obligations, the DIP Agent, for itself and the benefit of the DIP Lenders, is hereby granted:

i. a first priority, perfected security interest in, and lien, under section 364(c)(2) of the Bankruptcy Code, upon all of the Collateral of each Debtor and of each Debtor's estate that, on or as of the Petition Date, is not subject to valid, perfected, and non-avoidable liens, provided that such lien and security interest shall not extend to any escrow account funded with the proceeds of OHAA Payments;

ii. a junior lien, under section 364(c)(3) of the Bankruptcy Code, upon all of the Collateral of each Debtor and of each Debtor's estate that is, as of the Petition Date, subject to valid, perfected, and non-avoidable liens in favor of third parties except as set forth in subparagraph iii below; and

iii. a first priority, perfected priming security interest in, and lien, under section 364(d)(1) of the Bankruptcy Code, upon all Collateral that also constitutes Prepetition Collateral, in all cases senior to (A) the Existing Liens and (B) all other liens and obligations secured by the Prepetition Collateral on a junior basis to the Prepetition Liens (collectively the "Prepetition Primed Obligations") and the facilities under which such obligations arose, the "Existing Primed Secured Facilities"), but subject to Permitted Liens.

iv. The liens created as described in clauses i, ii, and iii above are collectively the "Postpetition DIP Liens"

(c) To secure the Secured OHAA Payment Obligations, the DIP Agent is hereby granted for the benefit of the Oak Hill Entities:

i. a first priority, perfected security interest in, and lien, under section 364(c)(2) of the Bankruptcy Code, upon all of the Collateral of each Debtor and of each Debtor's estate that, on or as of the Petition Date, is not subject to valid, perfected, and non-avoidable liens, provided that such lien and security interest shall not extend to any escrow account funded with the proceeds of the DIP Loans;

ii. a junior lien, under section 364(c)(3) of the Bankruptcy Code, upon all of the Collateral of each Debtor and of each Debtor's estate that is, as of the Petition Date, subject to valid, perfected, and non-avoidable liens in favor of third parties except as set forth in subparagraph iii below; and

iii. a first priority, perfected priming security interest in, and lien, under section 364(d)(1) of the Bankruptcy Code, upon all Collateral that also constitutes Prepetition Collateral, in all cases senior to (A) the Existing Liens and (B) the Prepetition Primed Obligations but subject to Permitted Liens.

iv. The liens created as described in clauses i, ii, and iii above are collectively the "Postpetition OHAA Liens" and together with the Postpetition DIP Liens, the "Postpetition Liens⁶,"

(d) The Postpetition Liens shall cover all Collateral including property or assets that do not secure the Prepetition Primed Obligations, including, without limitation, the causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code (the "Avoidance Actions"), except as otherwise agreed to by the Required Lenders and the Oak Hill Entities or provided under the DIP Documents.

(e) The Postpetition Liens shall be effective immediately.

⁶ Notwithstanding the use of the separate terms Postpetition DIP Liens, Postpetition OHAA Liens, and Postpetition Liens in this Interim Order, nothing in this Interim Order shall affect the grant of a single lien to the DIP Agent on behalf of itself, the DIP Lenders, and the Oak Hill Entities under the Security Agreement.

(f) Except as provided in this Final Order or the DIP Documents, the Postpetition Liens shall not at any time be (i) made subject or subordinate to, or made *pari passu* with any other lien, security interest or claim existing as of the Petition Date (other than Permitted Liens), or created under section 363 or 364(d) of the Bankruptcy Code or otherwise, or (ii) subject to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code.

(g) The Postpetition Liens shall be and hereby are fully perfected liens and security interests, effective and perfected upon the date of this Final Order without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing agreements, financing statements or other agreements, such that no additional steps need be taken by the DIP Agent, the DIP Lenders or the Oak Hill Entities to perfect such interests. In the event the DIP Agent executes any collateral or security documentation with respect to the Postpetition DIP Liens, such collateral or security documentation shall also be deemed to benefit (on a *pari passu* basis) the Postpetition OHAA Liens. Subject to applicable non-bankruptcy law, any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the consent or approval of one or more landlords, licensors, or other parties, or requires the payment of any fees or obligations to any governmental entity, non-governmental entity or any other person, in order for any of the Debtors to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest or the proceeds thereof or other collateral, shall have no force or effect with respect to the transactions granting the DIP Agent, for itself and the benefit of the DIP Lenders and the Oak Hill Entities a priority security interest in the Debtors' interest in such fee, leasehold or other interest or other collateral or the proceeds of any assignment, sale or

other transfer thereof, by any of the Debtors in favor of the DIP Agent, for itself and the benefit of the DIP Lenders and the Oak Hill Entities, in accordance with the terms of the DIP Loan Agreement, the other DIP Documents and this Final Order.

(h) The Postpetition DIP Liens, the DIP Superpriority Claim, and other rights, benefits, and remedies granted under this Final Order to the DIP Agent, for itself and the benefit of the DIP Lenders, shall continue in the Chapter 11 Cases, in any superseding case or cases under the Bankruptcy Code resulting from conversion of one or more of the Chapter 11 Cases (a “Superseding Case”) and following any dismissal of the Chapter 11 Cases, and such liens and claims shall maintain their priority as provided in this Final Order until all the DIP Obligations have been indefeasibly and completely satisfied and the DIP Loans have been terminated in accordance with the DIP Documents. The Postpetition OHAA Liens, Superpriority OHAA Claim, and other rights, benefits, and remedies granted under this Final Order to the Oak Hill Entities with respect to the Secured OHAA Payment Obligations, shall continue in the Chapter 11 Cases, any Superseding Case, and following any dismissal of the Chapter 11 Cases, and such liens and claims shall maintain their priority as provided in this Final Order until all Secured OHAA Payment obligations have been indefeasibly and completely satisfied and all obligations of the Oak Hill Entities to make any Secured OHAA Payments have been terminated in accordance with the Section 1110 Stipulation.

8. Secured OHAA Payment Obligations. Subject to the terms of this Final Order, the Secured OHAA Payment Obligations, shall receive a ratable distribution, *pari passu* with the DIP Loans, upon any realization of Collateral, on the terms set forth in the DIP Loan Documents.

9. Authorization to Use Cash Collateral. Subject to the terms of this Final Order and the DIP Documents, the Debtors are authorized to use Cash Collateral in which the

Prepetition Agent, for the benefit of itself and the Prepetition Lenders, respectively, may have an interest, in accordance with the terms, conditions, and limitations set forth in this Final Order and/or the DIP Documents. Any dispute in connection with the use of Cash Collateral shall be heard by the Court. Notwithstanding anything in this Final Order to the contrary, the Debtors' authority to use Cash Collateral hereunder shall not begin until such time as all conditions precedent to initial borrowing under the DIP Facility have been satisfied and shall terminate without any further action by this Court or the DIP Agent, and the Debtors shall be prohibited, without the necessity of further Court order, from using such Cash Collateral hereunder upon the earlier to occur of (the "Cash Collateral Termination Date"): (a) the date on which the DIP Loans shall become due and payable in accordance with the terms of this Final Order and/or the DIP Documents, following the expiration of any applicable grace and notice provision, and (b) the date on which all New Money Loan Commitments have been terminated under this Final Order and/or the DIP Documents as a result of the occurrence of an Event of Default.

10. The Debtors shall promptly pay all payments and fees payable, and costs and/or expenses reimbursable by the Debtors to the DIP Agent under the DIP Documents and to the Prepetition Agent under the Prepetition Credit Agreement, upon presentation of invoices and without the necessity of any further application with the Court for approval or payment of such fees, costs or expenses. The Debtors shall promptly pay such fees and expenses (other than the fees and expenses of Professionals (as defined below)) within five (5) business days of delivery of an invoice to the Debtors. Such fees shall, upon payment, be deemed fully earned, non-refundable, irrevocable, and non-avoidable. Notwithstanding anything to the contrary herein, the fees, costs and expenses of the DIP Agent and DIP Lenders under the DIP Documents whether incurred prior to or after the Petition Date, including, without limitation, the Equity

Payment, the Cash Payment Upon Closing, and the cash payment to the DIP Agent for its services in such capacity, and other related costs, fees and expenses referenced in Section 3.3 of the DIP Loan Agreement (including pursuant to the Fee Letter), were deemed fully earned, indefeasibly paid, non-refundable, irrevocable, and non-avoidable as of the Interim Order Entry Date and, irrespective of any subsequent order approving or denying the DIP Financing or any other financing pursuant to section 364 of the Bankruptcy Code, fully entitled to all protections of section 364(e) of the Bankruptcy Code. All unpaid fees, costs, and expenses payable under the DIP Documents to the DIP Agent shall be included and constitute part of the DIP Obligations and be secured by the Postpetition Liens. With respect to the fees, costs and expenses of any professional retained as provided for in the DIP Documents or whose fees, costs, and expenses are contemplated to be paid as an Adequate Protection Obligation hereunder (each, a “Professional”), the Debtors are hereby authorized and directed to pay all fees, costs, and expenses of such Professional in accordance with the terms of the DIP Documents and this Final Order, without the necessity of any further application with the Court for approval or payment of such fees, costs or expenses. Payments of such fees, costs, and expenses shall be made on the tenth (10th) business day after delivery of an invoice to the Debtors, with a copy to the U.S. Trustee and the Committee, unless an objection to the payment of such invoice has been previously filed with this Court; provided that this Court reserves jurisdiction to resolve any and all disputes regarding such fees, costs, and expenses whether before or after such payment is made; and provided further that any fees and expenses that are not subject to an objection shall be deemed approved and non-refundable for all purposes and all fees, costs, and expenses subject to objection shall be deemed approved and non-refundable only to the extent provided for by a subsequent order of this Court.

11. Authority to Execute and Deliver Necessary Documents.

(a) All of the Postpetition Liens and Adequate Protection Liens with respect to the assets of the Debtors are effective and perfected without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements.

(b) Each of the Debtors is hereby further authorized and directed to (i) perform all of its obligations under the DIP Documents, and such other agreements as may be required by the DIP Documents to give effect to the terms of the financing provided for in the DIP Documents and in this Final Order, and (ii) perform all acts required under the DIP Documents and this Final Order, including with respect to the Secured OHAA Payment Obligations.

(c) Upon the request of the DIP Agent, the Debtors are directed to make, execute and deliver such instruments (in each case without representation or warranty of any kind) to enable the DIP Agent to further perfect, preserve, and enforce the Postpetition Liens and the DIP Obligations.

(d) The Debtors shall cause their subsidiaries to execute all documents and take all actions required to effectuate DIP Documents, including, without limitation, executing all instruments which may be requested by the DIP Agent.

(e) All DIP Obligations and the Secured OHAA Payment Obligations shall constitute valid and binding obligations of each of the Debtors enforceable against each of them, and each of their successors and assigns, in accordance with their terms and the terms of this Final Order, subject, solely with respect to Roll-Up Loans, to Paragraph 21 of this Final Order. No obligation, payment, transfer, or grant of a security under the DIP

Documents, this Final Order, or with respect to the Secured OHAA Payment Obligations shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law or subject to avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity, subject, solely with respect to Roll-Up Loans, to Paragraph 21 of this Final Order.

12. Amendments, Consents, Waivers, and Modifications.

(a) The Debtors, with the express written consent of the DIP Agent (and any other consents required under the DIP Documents) may enter into (a) any amendments, consents, waivers, or modifications to the DIP Documents that are not materially adverse to the Debtors without the need for further notice and hearing or any order of this Court (provided, however, that a copy of any such amendment, consent, waiver or other modification shall be filed by the Debtors with this Court and served by the Debtors on the U.S. Trustee, the Oak Hill Entities, and the Committee), and (b) any amendments, consents, waivers, or modifications to the DIP Documents that are materially adverse to the Debtors only after notice and a hearing before this Court. No such consent shall be implied by any other action, inaction, or acquiescence of the DIP Agent, any DIP Lender or the Oak Hill Entities.

(b) The DIP Loan Agreement and the Security Agreement are hereby deemed amended as follows, without the need for any further action from any party, and such

amended DIP Documents shall be deemed the DIP Documents for all purposes under this Final Order or otherwise:

- (i) Clause (b) of Section 7.1.14 (Compliance with Milestones) of the DIP Loan Agreement shall be deleted and replaced in its entirety with the following “obtaining an order from the Bankruptcy Court approving the Disclosure Statement, which order is satisfactory to the Administrative Agent and the Required Lenders in all respects, on or prior to December 7, 2012;” and
- (ii) Clause (c) of Section 7.1.14 (Compliance with Milestones) of the DIP Loan Agreement shall be deleted and replaced in its entirety with the following “the Borrower shall use all commercially reasonable efforts to refinance the DIP Facility as promptly as practicable following the Petition Date;” and
- (iii) Clause (vii) of the last paragraph of Section 2.1 (Grant of Security Interest) of the Security Agreement shall be amended by striking the phrase “Exhibit C” and replacing it with the phrase “Exhibit A.”

13. Adequate Protection for Prepetition Lenders. The Prepetition Agent for the benefit of itself and the Prepetition Lenders that hold the Prepetition Primed Obligations shall be granted as adequate protection (collectively, the “Prepetition Protection”), pursuant to sections 361, 363(e), 364(d)(1) and 507 of the Bankruptcy Code or otherwise, for the consent of such Prepetition Secured Parties to the priming effectuated by the DIP Facility and incurring the Secured OHAA Payment Obligations, consent to the use of their collateral (including Cash Collateral) and the consent to the transactions contemplated by the DIP Facility and the Section 1110 Stipulation, on account of and to the extent of diminution in the value (each such diminution, a “Diminution in Value”), if any, of the prepetition security interests of such party resulting from the automatic stay, or the use, sale, lease or grant by the Debtors of the collateral securing the Prepetition Primed Obligations (including, without limitation, Cash Collateral), the priming of the prepetition security interests of such Prepetition Secured Parties and the stay of enforcement of any prepetition security interest arising from section 362 of the Bankruptcy

Code, or otherwise the following ((a) through (c) below shall be referred to collectively as the “Adequate Protection Obligations”):

(a) Adequate Protection Liens. As adequate protection for the Diminution in Value, and in accordance with sections 361, 363(e), and 364(d) of the Bankruptcy Code, and solely to the extent of any such Diminution in Value, the Prepetition Agent is hereby granted (effective and perfected without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements, or other agreements), for the benefit of the Prepetition Secured Parties, valid, perfected, postpetition security interests in and liens (the “Adequate Protection Liens”) on all of the Collateral of the Debtors and their estates, to secure an amount equal to the Diminution in Value of the respective interests, if any, of the Prepetition Secured Parties in the Prepetition Collateral; provided, however, that, notwithstanding anything to the contrary, the Adequate Protection Liens shall only be and remain subject and subordinate to (i) the Permitted Liens, (ii) the Postpetition Liens (including Postpetition Liens securing the Roll-Up Loans), and (iii) after the Carve-Out Trigger Notice, the Carve-Out. Except as provided in this subparagraph 13(a), the Adequate Protection Liens shall not at any time be (x) made subject or subordinate to, or made *pari passu* with any other lien, security interest or claim existing as of the Petition Date, or created under sections 363 or 364(d) of the Bankruptcy Code or otherwise or (y) subject to Paragraph 21 hereof, subject to any lien or security interest that is avoided and preserved for the benefit of the Debtors’ estates under section 551 of the Bankruptcy Code.

(b) Section 507(b) Claim. To the extent entitled thereto under section 507(b) of the Bankruptcy Code, the Prepetition Agent under the Prepetition Senior Credit

Facility, on behalf of itself and the Prepetition Secured Parties, shall be granted, subject, after the Carve-Out Trigger Notice, to the payment of the Carve-Out, a superpriority administrative expense claim immediately junior to the Superpriority Claims; provided that no entity shall receive or retain any payments, property, or other amounts in respect of superpriority claims relating to such Prepetition Primed Obligations unless and until the DIP Obligations, including, without limitation, the Roll-Up Loans, and the Secured OHAA Payment Obligations have indefeasibly been paid in cash in full.

(c) As further adequate protection for the use of the Prepetition Collateral (including Cash Collateral) by the Debtors, and in accordance with sections 361, 363(e), and 364(d) of the Bankruptcy Code, the Prepetition Agent or the respective professional identified below shall receive from the Debtors:

- i. Fees and Expenses. Subject to Paragraph 10 hereof, current cash payments payable under the Prepetition Senior Credit Facilities shall be made to the Prepetition Agent under the Prepetition Senior Credit Facilities (for the benefit of the Prepetition Lenders thereunder) for all reasonable professional fees and expenses payable to the Prepetition Agent under the Prepetition Senior Credit Facility, including, but not limited to, the reasonable fees and disbursements of (A) Milbank, Tweed, Hadley & McCloy LLP, (B) Delaware counsel for the Prepetition Agent, (C) any other local counsel retained by the Prepetition Agent, (D) Pillsbury Winthrop Shaw Pittman LLP and any other Department of Transportation, Federal Aviation Administration, or other appropriate regulatory counsel, and (E) a financial advisor, FTI Consulting, for the Prepetition Agent; and
- ii. Financial Reporting. The Debtors shall provide the Prepetition Agent with any reporting described herein and in the DIP Documents.

14. Perfection of Postpetition Liens and Adequate Protection Liens.

(a) The DIP Agent, the Oak Hill Entities, and the Prepetition Agent are hereby authorized, but not required, to file or record financing statements, trademark

filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder, in each case without the necessity to pay any mortgage recording fee or similar fee or tax. Whether or not the DIP Agent, on behalf of itself, the DIP Lenders, and the Oak Hill Entities, and the Prepetition Agent on behalf of the Prepetition Secured Parties shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not subject to challenge, dispute or subordination. The Debtors shall, if requested, execute and deliver to the DIP Agent, the Oak Hill Entities, and the Prepetition Agent all such agreements, financing statements, instruments and other documents as the DIP Agent, Oak Hill Entities, and/or the Prepetition Agent may reasonably request to more fully evidence, confirm, validate, perfect, preserve, and enforce the Postpetition Liens and the Adequate Protection Liens, and all such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A certified copy of this Final Order may, in the discretion of the DIP Agent, the Oak Hill Entities and/or the Prepetition Agent, 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 Final Order for filing and recording.

(c) Any provision of any lease or other license, contract, or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any interest in such lease, license, contract or other agreement or the proceeds thereof, or other postpetition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the transactions granting postpetition liens, any interest in such lease, license, contract or other agreement or the proceeds of any assignment and/or sale thereof by any Debtor in favor of the DIP Agent, on behalf of itself, the DIP Lenders, and the Oak Hill Entities in accordance with the terms of the DIP Documents or this Final Order.

15. Access to Collateral. Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Agent, the DIP Lenders, or the Oak Hill Entities contained in this Final Order or the DIP Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Documents, upon five (5) business days' written notice to the landlord, lienholder, licensor, or other third-party owner of any leased or licensed premises or intellectual property that an Event of Default under the DIP Documents or a default by any of the Debtors of any of their obligations under this Final Order has occurred and is continuing, the DIP Agent (i) may, only subject to any separate agreement by and between the applicable landlord or licensor (the terms of which shall be reasonably acceptable to the parties thereto), enter upon any leased or licensed premises of any of the Debtors for the purpose of exercising any remedy with respect to Collateral located thereon and (ii) subject to applicable law, shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the

applicable license and to use any and all trademarks, trade-names, copyrights, licenses, patents or any other similar assets of the Debtors, which are owned by or subject to a lien of any third-party and which are used by the Debtors in their businesses, in either the case of subparagraph (i) or (ii) of this Paragraph without interference from lienholders or licensors thereunder; provided, however, that the DIP Agent shall pay only rent and additional rent, fees, royalties or other obligations of the Debtors that first arise after the DIP Agent's written notice referenced above and that are payable during the period of such occupancy or use by the DIP Agent, as the case may be, calculated on a *per diem* basis. To the extent applicable law prohibits the foregoing access or use of rights, the DIP Agent shall have the right to an expedited hearing on five (5) business days' notice to obtain Court authorization to obtain such access and/or use such rights. Nothing herein shall require the Debtors or the DIP Agent to assume or assign any lease or license under section 365(a) of the Bankruptcy Code as a precondition to the rights afforded to the DIP Agent in this Paragraph.

16. Cash Management Systems. The Debtors are authorized to maintain their cash management system in a manner consistent with the DIP Documents, and the order of this Court approving the maintenance of the Debtors' cash management system; provided, however, that such order is on terms and conditions (i) reasonably acceptable to the DIP Agent, and (ii) to the extent that it is not inconsistent with the terms specified herein, consistent with the DIP Documents.

17. Automatic Stay Modified. The automatic stay provisions of section 362 of the Bankruptcy Code hereby are vacated and modified without the need for any further order of this Court to allow:

(a) the DIP Agent, whether or not an Event of Default under the DIP Documents has occurred, to require all cash, checks, or other collections or proceeds from Collateral received by any of the Debtors to be deposited in accordance with the requirements of the DIP Documents, and to apply any amounts so deposited and other amounts paid to or received by the DIP Agent and the DIP Lenders under the DIP Documents and to the Oak Hill Entities under the Secured OHAA Payment Obligations, in each case in accordance with any requirements of the DIP Documents without further order of this Court; and

(b) following an Event of Default under the DIP Documents, the DIP Agent is authorized to exercise any and all of its rights and remedies in accordance with the terms of the DIP Documents, and to take all actions required or permitted by the DIP Documents without necessity of further Court orders; provided that the DIP Agent shall give five (5) business days' prior notice to the Borrower, the U.S. Trustee, the Oak Hill Entities, and the Committee of such action; provided further, however, that this Final Order shall not prejudice the rights of any party-in-interest to oppose the exercise of the DIP Agent's, the DIP Lenders', or the Oak Hill Entities' remedies; provided further, that the only issue that may be raised by any entity in opposition thereto shall be whether an Event of Default has in fact occurred and is continuing.

(c) following an "Event of Default" under (and as defined in) the Section 1110 Stipulation, the Oak Hill Entities are authorized to exercise any and all rights they possess under the Section 1110 Stipulation, and to take all actions required or permitted by the Section 1110 Stipulation without necessity of further Court orders; provided that the Oak Hill Entities shall give five (5) business days' prior notice to the Borrower, the

U.S. Trustee, the DIP Agent, and the Committee of such action; provided further the foregoing notice period shall not apply to any notice provided by the Oak Hill Entities pursuant to section 1.3 of the escrow agreement governing the Escrow Account (as such term is defined in the Section 1110 Stipulation); provided further, however, that this Final Order shall not prejudice the rights of any party-in-interest to oppose the exercise of the Oak Hill Entities' remedies thereunder.

18. Subsequent Reversal or Modification. This Final Order is entered pursuant to, *inter alia*, section 364 of the Bankruptcy Code, and Bankruptcy Rules 4001(b) and (c), granting the DIP Lenders and the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations) all protections afforded by section 364(e) of the Bankruptcy Code. If any or all of the provisions of the Interim Order or this Final Order are hereafter reversed, modified, vacated or stayed, that action will not affect (i) the validity of any obligation, indebtedness or liability incurred hereunder by any of the Debtor to the DIP Agent, the DIP Lenders, and the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations) prior to the date of receipt by the DIP Agent of written notice of the effective date of such action, (ii) the payment of any fees required under the Interim Order or this Final Order or the DIP Documents, and/or (iii) the validity and enforceability of any lien, claim, obligation, or priority authorized or created under the Interim Order or this Final Order or pursuant to the DIP Documents as of such date. Notwithstanding any such reversal, stay, modification, or vacatur, any postpetition indebtedness, obligation or liability incurred by any of the Debtors to the DIP Agent, the DIP Lenders, and/or the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations) prior to written notice being delivered to the DIP Agent of the effective date of such action, shall be governed in all respects by the original provisions of the Interim Order and this Final Order

(provided that in the event of any conflict between the Interim Order and this Final Order, this Final Order shall govern), and the DIP Agent, the DIP Lenders, and the Oak Hill Entities shall be entitled to all the rights, remedies, privileges, and benefits granted in the Interim Order, this Final Order, and DIP Documents and with respect to the Secured OHAA Payment Obligations, the Section 1110 Stipulation, and such order with respect to all such indebtedness, obligations or liability.

19. Restriction on Use of Funds. Notwithstanding anything herein to the contrary, no Collateral, proceeds thereof, Cash Collateral, Prepetition Collateral, proceeds thereof, proceeds of the DIP Financing, any Secured OHAA Payments or any portion of the Carve-Out may be used by any of the Debtors, the Debtors' estates, any Committee, any trustee or examiner appointed in the Chapter 11 Cases or any chapter 7 trustee, or any other person, party or entity to, in any jurisdiction anywhere in the world, directly or indirectly (a) request authorization to obtain postpetition financing (whether equity or debt) or other financial accommodations pursuant to section 364(c) or (d) of the Bankruptcy Code, or otherwise, other than (i) from the DIP Agent or (ii) if such financing is sufficient to indefeasibly pay all DIP Obligations in full in cash and such financing is immediately so used; (b) assert, join, commence, support, investigate, or prosecute any action for any claim, counter-claim, action, cause of action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination, or similar relief against, or adverse to the interests of, in any capacity, the Releasees, with respect to any transaction, occurrence, omission, or action, including, without limitation, (i) any action arising under the Bankruptcy Code; (ii) any so-called "lender liability" claims and causes of action; (iii) any action with respect to the legality, enforceability, validity, extent, perfection, and priority of the DIP Obligations, the Secured OHAA Payment Obligations, the Superpriority Claim, the Adequate Protection Obligations, any and all obligations under the Prepetition Senior Credit Facilities, or any related documents, or the legality, enforceability, validity, extent, perfection, and priority of the Postpetition Liens, the Prepetition Liens, or the Adequate Protection Liens; (iv) any action seeking to invalidate, set aside, avoid, reduce, set off, offset, recharacterize, subordinate (whether equitable, contractual, or otherwise), recoup against, disallow, impair, raise any defenses, cross-claims, or counterclaims or raise any other challenges

under the Bankruptcy Code or any other applicable domestic or foreign law or regulation against or with respect to the Postpetition Liens, the Superpriority Claim, the Prepetition Liens, the Adequate Protection Obligations, or any other obligations under the Prepetition Senior Credit Facilities in whole or in part; (v) any action seeking to appeal or otherwise challenge the Interim Order, this Final Order, the DIP Documents, the Secured OHAA Payment Obligations, or the Section 1110 Stipulation, or any of the transactions contemplated herein or therein; and/or (vi) any action that has the effect of preventing, hindering, or delaying (whether directly or indirectly) the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, and the Prepetition Secured Parties in respect of their liens and security interests in the Collateral or the Prepetition Collateral or any of their rights, powers, or benefits hereunder or in the Prepetition Credit Agreement, the DIP Documents, or, the Section 1110 Stipulation (solely with respect to the Secured OHAA Payment Obligations), anywhere in the world; and/or (c) pay any claim of a prepetition creditor except in accordance with the DIP Documents; provided, however, that the Committee may use (in accordance with the DIP Documents) up to \$25,000 (the “Investigation Fund”) to investigate the liens and claims against the Prepetition Agent and Prepetition Secured Parties under the Prepetition Documents under this Final Order but may not use the Investigation Fund to initiate, assert, join, commence, support, or prosecute any actions or discovery with respect thereto. For the avoidance of doubt, any and all claims (x) incurred by the Committee in excess of the Investigation Fund or (y) incurred by any professional persons or any party on account of professional fees and expenses that exceed the applicable amounts set forth in the Approved Budget shall not constitute an allowed administrative expense claim for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, and such claims shall not be satisfied by the Carve-Out, Collateral (including, without limitation, any Cash Collateral), proceeds of the

Secured OHAA Payment Obligations or proceeds of the New Money Loans and shall be satisfied solely from unencumbered assets reducing recoveries to the holders of unsecured claims (other than any deficiency claim held by the Prepetition Lenders). The DIP Agent, the DIP Lenders, and the Oak Hill Entities reserve the right to object to, contest or otherwise challenge any claim incurred in connection with any activities described in subclause (b) of this Paragraph 19 (other than as permitted in connection with the Investigation Fund in an amount not exceeding such Investigation Fund) on the ground that such claim should not be allowed, treated or payable as an administrative expense claim for purposes of section 1129(a)(9)(A) of the Bankruptcy Code.

20. Priming and Subordination of Liens. Notwithstanding anything to the contrary herein, all liens on the Collateral of the Debtors and their estates in existence on the date hereof (other than the Permitted Liens) shall be primed by the Postpetition Liens and the Adequate Protection Liens, and shall be subordinate to the Postpetition Liens and the Adequate Protection Liens.

21. Claims Stipulation Investigation Period Reservation of Rights. Except as expressly set forth below in the immediately following sentence, the stipulations set forth in Paragraph E of this Final Order (together the “Claims Stipulation”) and all of the terms and conditions hereof shall be irrevocably binding on all persons and entities. Notwithstanding anything herein or in the DIP Documents to the contrary, the Committee, if formed, shall have 60 days from the date it is formed, and all other parties in interest shall have 75 days from the Petition Date (in each case, as such date may be extended by the Required Lenders or by the Court for cause shown, the “Investigation Termination Date”), to investigate the accuracy of the

Claims Stipulation;⁷ provided, however, that nothing contained in this Paragraph shall alter the restrictions contained in Paragraph 19 hereof. Any assertion of claims or causes of action of the Debtors or their estates against any of the Prepetition Agent or the Prepetition Secured Parties must be made by, on or before the Investigation Termination Date, (i) filing a motion to obtain standing to pursue such an action (which motion attaches the complaint or pleading that would initiate such action) and (ii) subject to obtaining standing, timely commencing an adversary proceeding. Each Claims Stipulation shall remain binding and in full force and effect until a final order has been entered invalidating such Claims Stipulation, and following the entry of such a final order, such Claims Stipulation shall be invalidated only to the extent provided for in such final order. If no such action or motion is filed on or before the Investigation Termination Date, all persons and entities shall be forever barred from bringing or taking such action and the Claims Stipulations shall be permanently and irrevocably binding upon all persons and entities. Any Claims Stipulation that is not expressly challenged in an adversary proceeding (or with respect to which authority to obtain standing has not been requested as set forth above) before the Investigation Termination Date shall remain in full force and effect and shall permanently and irrevocably bind all entities and persons, despite the filing of any other adversary proceeding or motion in accordance with this Paragraph. Notwithstanding anything to the contrary herein, if prior to the Investigation Termination Date the Chapter 11 Cases are converted to chapter 7 or if a trustee is appointed in the Chapter 11 Cases, the Investigation Termination Date shall be extended for an additional 60 days from the date of the conversion of the Chapter 11 Cases to chapter 7 or the date of the appointment of the chapter 11 trustee, as applicable.

⁷ Nothing herein shall be interpreted as conferring on any person or entity standing to pursue any claim, cause of action or any other action on behalf of the Debtors or their respective estates or any of the other Debtors.

22. Collateral Rights. Except as expressly permitted in this Final Order or the DIP Documents, in the event that any person or entity that holds a lien or security interest in Collateral of the Debtors' estates, or Prepetition Collateral that is junior and/or subordinate to the Postpetition Liens in such Collateral or Prepetition Collateral receives or is paid the proceeds of such Collateral or Prepetition Collateral, or receives any other payment with respect thereto from any other source, prior to indefeasible satisfaction of all DIP Obligations under the DIP Documents and the Prepetition Obligations under the Prepetition Credit Agreement, and termination of the Commitments in accordance with the DIP Documents and the Prepetition Credit Agreement, and the indefeasible satisfaction of the Secured OHAA Payment Obligations, such junior or subordinate lienholder shall be deemed to have received, and shall hold, the proceeds of any such Collateral of the Debtors' estates, in trust for the benefit of the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent and the Prepetition Lenders and shall immediately turn over such proceeds to the DIP Agent for application in accordance with the DIP Documents and this Final Order.

23. Section 1110 Matters.

(a) **No Waiver of Section 1110 Beneficiary Rights.** Nothing in this Final Order, the DIP Loan Agreement and/or the other DIP Loan Documents (i) shall constitute a waiver, forbearance or adjudication of the rights of any secured party, lessor or vendor, or of any trustee, agent or controlling party for any such entity (including, without limitation, any servicer or beneficial owner of any lessor and including any secured party, lessor or vendor under any aircraft lease or mortgage) (in each case, an "1110 Beneficiary") under section 1110 of the Bankruptcy Code; or (ii) shall prejudice, limit or otherwise affect any rights of

any 1110 Beneficiary or other entity under section 1110 of the Bankruptcy Code, all of which rights are expressly preserved.

(b) **Limitation on Liens in Excluded Section 1110 Assets.** Notwithstanding any provision to the contrary in this Final Order, the DIP Loan Agreement and/or the other DIP Loan Documents, to the extent prohibited or restricted under any Section 1110 Agreement (as defined below), the DIP Agent, DIP Lenders, the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations) , the Prepetition Agent and the Prepetition Lenders and the other Pre-Petition Secured Parties (I) shall not by this Final Order, the DIP Loan Agreement and/or the other DIP Loan Documents be granted liens on, or security interests in, (i) any of the Excluded Section 1110 Assets (as defined below), (ii) any lease of, or any Debtor's leasehold interest in, the Excluded Section 1110 Assets, or (iii) any other property or Section 1110 Agreement which is subject to the rights of an 1110 Beneficiary under section 1110 of the Bankruptcy Code; (II) shall not be listed as a loss payee, as an additional insured or contract party on any insurance policy which the Debtors are obligated to any 1110 Beneficiary to obtain or maintain on or with respect to any Excluded Section 1110 Assets, except to the extent that the Prepetition Agent was so listed as of the Petition Date; (III) shall not, by virtue of this Final Order, the DIP Loan Agreement and/or the other DIP Loan Documents, be entitled to exercise, assert or otherwise have the benefits of any rights or interests of any Debtor under any lease of the Excluded Section 1110 Assets or property described in clause (I) of this Paragraph, including rights, or interests in, or to any sums payable to, any Debtor under any lease of the Excluded Section 1110 Assets with a Section 1110 Beneficiary or property described in clause (I) of this Paragraph and rights or interests in or to any

property held under such lease; (IV) shall not be given, and the Debtors likewise shall not place, placards or other indicia of security interests or liens in or on any Excluded Section 1110 Assets or property described in clause (I) above in favor of the DIP Agent, DIP Lenders, the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations), the Prepetition Agent and the Prepetition Lenders and/or the other Pre-Petition Secured Parties; and (V) to the extent that any liens are granted hereunder in any Excluded Section 1110 Assets or Section 1110 Agreements, such liens shall be “silent” liens such that none of DIP Agent, DIP Lenders, the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations), the Prepetition Agent and the Prepetition Lenders and the other Pre-Petition Secured Parties shall have the right to exercise any remedies with respect thereto until the obligations under the relevant Section 1110 Agreements have been satisfied and paid in full; provided, however, that the proceeds, if any, received by any Debtor on account of any Excluded Section 1110 Asset shall be subject to the Postpetition Liens and the Adequate Protection Liens.

(c) For purposes of this Paragraph 23, the following capitalized terms shall have the following ascribed meanings:

(i) the term “Section 1110 Agreement” shall mean any agreement related to the Excluded Section 1110 Assets, including, without limitation, security agreements, mortgages, trusts, leases, conditional sale agreements or other instruments applicable to such Excluded Section 1110 Assets, the uncured breach of which (assuming that any applicable cure period expires and/or notice is given) would entitle a Section 1110 Beneficiary to the benefits of section 1110(c) of the Bankruptcy Code; and

(ii) the term “Excluded Section 1110 Asset” shall mean any interest of the Debtors in (A) any equipment described in section 1110(a)(3) of the Bankruptcy Code and any substitutions, renewals and replacements thereof, and any improvements, accessions and accumulations incident thereto, (B) any other asset with respect to which the granting of any lien would cause a default, directly or indirectly, of any Section 1110 Agreement and (C) any deposit, maintenance reserve or other reserve delivered by or on behalf of any Debtor to a Section 1110 Beneficiary in connection with the purchase, finance or lease of an Excluded Section 1110 Asset, to the extent that there is a restriction or prohibition in the related Section 1110 Agreement on the granting of any liens or assignments; provided that the Postpetition Liens and Adequate Protection Liens shall attach automatically to any reversionary or residual interest any Debtor may have in such deposit or reserve upon the satisfaction of the obligations secured thereby.

24. Prohibition on Additional Liens. Except as provided in the DIP Documents and/or this Final Order, the Debtors shall be enjoined and prohibited from, at any time during the Chapter 11 Cases until such time as the DIP Obligations have been indefeasibly paid in full and the Secured OHAA Payment Obligations have been indefeasibly paid in full, granting liens on the Collateral or any portion thereof to any other entities, pursuant to section 364(d) of the Bankruptcy Code or otherwise, which liens are senior to, or *pari passu* with, the Postpetition Liens, the Adequate Protection Liens, and the Prepetition Liens.

25. No Waiver. This Final Order shall not be construed in any way as a waiver or relinquishment of any rights that the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, or the other Prepetition Secured Parties may have to

bring or be heard on any matter brought before this Court. Nothing herein shall impair any rights of setoff or recoupment of the United States, subject to any defenses the Debtors may have in respect thereof.

26. Sale/Conversion/Dismissal/Plan.

(a) The proceeds of any sale of the ownership of the stock of the Debtors or their affiliates or the sale of all or substantially all of the assets of the Debtors under section 363 of the Bankruptcy Code shall be used to satisfy in cash the DIP Obligations and the Secured OHAA Payment Obligations in accordance with and to the extent provided for under the DIP Documents.

(b) Notwithstanding the entry of any order dismissing or converting any of these cases (under sections 305 or 1112 of the Bankruptcy Code or otherwise) or an order appointing a chapter 11 trustee or an examiner with expanded powers, (i) the Postpetition Liens, Superpriority Claim, and the Adequate Protection Obligations granted hereunder and in the DIP Documents shall continue in full force and effect, remain binding on all parties-in-interest, and maintain their priorities as provided in this Final Order until all DIP Obligations and Adequate Protection Obligations are indefeasibly and completely satisfied and the commitments under the DIP Documents are terminated in accordance with the DIP Documents and the Secured OHAA Payment Obligations shall have been indefeasibly and completely satisfied in full and the obligation of the Oak Hill Entities to make Secured OHAA Payments is terminated in accordance with the Section 1110 Stipulation, (ii) to the extent permitted by applicable law, this Court shall retain jurisdiction, notwithstanding such dismissal, for purposes of enforcing the Postpetition Liens, the Adequate Protection Liens, the Superpriority Claims, and the Adequate

Protection Obligations, and (iii) all postpetition indebtedness, obligations or liability incurred by any of the Debtors to the DIP Agent, the DIP Lenders, the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations), the Prepetition Agent, the Prepetition Lenders and the Prepetition Secured Parties prior to the date of such order, including, without limitation, the DIP Obligations and the Secured OHAA Payment Obligations, shall be governed in all respects by the original provisions of the Interim Order and this Final Order (provided that in the event of any conflict between the Interim Order and this Final Order, this Final Order shall govern), and the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits granted herein and in the DIP Documents with respect to all such indebtedness, obligations or liability.

27. Priority of Terms. To the extent of any conflict between or among (a) the express terms or provisions of any of the DIP Documents, the Motion, any other order of this Court, or any other agreements, on the one hand, and (b) the terms and provisions of this Final Order, on the other hand, unless such term or provision herein is phrased in terms of “as defined in” or “as more fully described in” the DIP Documents or words of similar import, the terms and provisions of this Final Order shall govern.

28. No Third-Party Beneficiary. Except as explicitly set forth herein, no rights are created hereunder for the benefit of any third-party, any creditor or any direct, indirect or incidental beneficiary.

29. Rights Under Sections 363(k) and 1129(b). The full amount of the DIP Obligations, the Secured OHAA Payment Obligations, and the Prepetition Obligations may be

used to “credit bid” for the assets and property of the Debtors as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same and whether such sale is effectuated through section 363(k) and/or section 1129(b) of the Bankruptcy Code or otherwise because, among other things, the denial of such rights would result in the Prepetition Obligations not receiving the indubitable equivalent of their claims. The Oak Hill Entities shall be the sole parties entitled to “credit bid” with respect to the Secured OHAA Payment Obligations.

30. Proofs of Claim. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, none of the Prepetition Agent, any Prepetition Lender or any of the Prepetition Secured Parties shall be required to file any proof of claim with respect to any of the Prepetition Obligations or any obligations hereunder, all of which shall be due and payable in accordance with the Prepetition Credit Agreement or this Final Order, as applicable, without the necessity of filing any such proof of claim, and the failure to file any such proof of claim shall not affect the validity or enforceability of any of the Prepetition Credit Agreement, this Final Order, the Prepetition Obligations or any other obligations hereunder, or prejudice or otherwise adversely affect the Prepetition Secured Parties’ rights, remedies, powers, or privileges under the Prepetition Credit Agreement or this Final Order; provided that, for the avoidance of doubt, the filing of any proof of claim by the Prepetition Agent shall not in any way prejudice or otherwise adversely affect the Prepetition Secured Parties’ rights, remedies, powers, or privileges under the Prepetition Credit Agreement or this Final Order.

31. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

32. No Consent. No action, inaction or acquiescence by the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, or the Prepetition Secured Parties, including funding the Debtors' ongoing operations under this Final Order, shall be deemed to be or shall be considered as evidence of any alleged consent by the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, or the Prepetition Secured Parties to a charge against the Collateral pursuant to section 506(c), 552(b) or 105(a) of the Bankruptcy Code. The DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, and the Prepetition Secured Parties shall not be subject in any way whatsoever to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral. The "equities of the case" exception of section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Agent, the Prepetition Lenders, or the Prepetition Secured Parties with respect to the Prepetition Credit Agreement and/or the Collateral.

33. Waiver. Effective upon entry of the Final Order, no person or entity shall be entitled, directly or indirectly, to, except as expressly provided by Paragraph 5 of this Final Order with respect to the Carve-Out, charge or recover from the Collateral, whether by operation of section 506(c) of Bankruptcy Code, sections 105 or 552(b) of the Bankruptcy Code, or otherwise, or direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of Collateral or Property after an Event of Default under the DIP Documents, or termination or breach under the DIP Documents or this Final Order or the Section 1110 Stipulation.

34. No Novation. None of the transactions authorized by this Final Order (including without limitation the execution of the DIP Loan Agreement and the OHAA Payments) shall constitute a novation under any applicable law.

35. Adequate Notice. The notice given by the Debtors of the Final Hearing was given in accordance with Bankruptcy Rules 2002 and 4001(c)(2), and the Local Bankruptcy Rules, and was adequate and sufficient. Under the circumstances, no further notice of the request for the relief granted at the Final Hearing is required.

36. Binding Effect; Successors and Assigns. The DIP Documents and the provisions of this Final Order, including all findings herein, shall be binding upon all parties-in-interest in these Chapter 11 Cases, including, without limitation, the Debtors, the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Secured Parties, the Adequate Protection Parties, any Committee or examiner appointed in these Chapter 11 Cases, and the Debtors, and their respective successors and assigns (including any trustee or fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in these Chapter 11 Cases, in any Successor Cases, or upon any dismissal of any such chapter 11 or chapter 7 case and shall inure to the benefit of the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Adequate Protection Parties, and the Debtors, and their respective successors and assigns; provided, however, that the consent of the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, and the Prepetition Secured Parties to permit the use of Cash Collateral hereunder and the agreement of the DIP Agent and the DIP Lenders to extend financing under the DIP Documents and the Oak Hill Entities' agreement to provide the Secured OHAA Payments shall terminate upon the appointment of any chapter 7 or 11 trustee, examiner with

expanded powers, or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Loan Agreement, a promissory note, or otherwise), to permit the use of Cash Collateral, to incur the Secured OHAA Payment Obligations, or in exercising any rights or remedies as and when permitted pursuant to this Final Order, the DIP Documents or the Section 1110 Stipulation, the DIP Agent, the DIP Lenders, the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations), the Prepetition Agent, the Prepetition Lenders, the Prepetition Secured Parties and the Adequate Protection Parties shall not (i) be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates. Except as expressly provided in Paragraph 21 of this Final Order, each stipulation, admission and agreement contained in this Final Order shall also be binding upon all persons and entities under all circumstances and for all purposes.

37. Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this Final Order according to its terms.

Dated: Wilmington, Delaware
October __, 2012

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2

Blackline of Proposed Final DIP Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
: **Chapter 11**
: **Case No. 12-12690 (CSS)**
: **Jointly Administered**
: **RE: Docket Nos. 12 & 43**
-----X

~~INTERIM~~**FINAL ORDER (I) AUTHORIZING DEBTORS (A) TO OBTAIN
POSTPETITION FINANCING PURSUANT TO 11 U.S.C. §§ 105, 361, 362,
AND 364, (B) TO USE CASH COLLATERAL PURSUANT TO 11 U.S.C.
§ 363, AND (II) GRANTING CERTAIN PROTECTIONS TO PREPETITION
SECURED PARTIES PURSUANT TO 11 U.S.C. §§ 361, 362, 363, AND 364,
AND (III) SCHEDULING
FINAL HEARING PURSUANT TO BANKRUPTCY RULES 4001(b) AND (c)**

Upon consideration of the motion (the “Motion”),² dated September 28, 2012, of Cargo 360, Inc. (the “Borrower” or “Cargo”) and the other above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) pursuant to sections 105, 361, 362, 363, and 364 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), and Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules for the Bankruptcy Court for the District of Delaware (the “Local Bankruptcy Rules”), seeking, among other things:

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Southern Air Holdings, Inc., 6605; (ii) Cargo 360, Inc., 4233; (iii) Southern Air Inc., 2187; (iv) Air Mobility Inc., 3824; (v) 21110 LLC, 3761; (vi) 21111 LLC, 8100; (vii) 21221 LLC, 1567; (viii) 21550 LLC, 8103; (ix) 21576 LLC, 6341; (x) 21590 LLC, 8105; (xi) 21787 LLC, 0617; (xii) 21832 LLC, 7893; (xiii) 23138 LLC, 7192; (xiv) 24067 LLC, 6360; (xv) 46914 LLC, 0322; (xvi) Aircraft 21255, LLC, 5500; (xvii) Aircraft 21380, LLC, 1753; and (xviii) CF6-50, LLC, 9733. The address for all Debtors is 117 Glover Avenue, Norwalk, Connecticut 06850.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DIP Loan Documents (as defined below).

(i) The Court's authorization for the Borrower to (A) obtain postpetition financing (the "DIP Financing"), and the Guarantors (as defined herein) to guaranty the obligations of all Debtors in connection with the DIP Financing, which shall consist of a superpriority priming delayed-draw term loan facility, in an aggregate principal amount of up to \$62,500,000 (the "DIP Facility"), and such other financial accommodations, allocated as follows:

(a) **New Money Loans**. A superpriority priming new money delayed draw term loan facility in the principal amount of \$25,000,000 (the "New Money Loan Commitments" and the term loans made thereunder, the "New Money Loans") to be secured by liens on the Collateral (as defined below) and entered into between, on the one hand, Borrower, a Delaware corporation and, on the other hand, Canadian Imperial Bank of Commerce, New York Agency, as administrative agent and collateral agent ("CIBC," in such capacity, the "DIP Agent"), and certain financial institutions that are party to the DIP Loan Agreement (as defined below) from time to time with respect to the DIP Facility (each a "DIP Lender," and collectively, the "DIP Lenders") with all DIP Obligations (as defined below) to be unconditionally and jointly and severally guaranteed (the "Guarantee") by each guarantor (the "Guarantors") of obligations under that certain Credit Agreement dated as of September 6, 2007, among the Borrower and CIBC, as administrative agent and collateral agent (in such capacity the "Prepetition Agent") for the lenders (in such capacity the "Prepetition Lenders") (as amended or otherwise modified prior to the date hereof by the First Amendment to Credit Agreement, dated as of October 24, 2007, the Second Amendment and Waiver to Credit Agreement and First Amendment to Second Forbearance Agreement to

Credit Agreement, dated as of August 12, 2009, the Third Amendment and Waiver to Credit Agreement and Second Amendment to Second Forbearance Agreement to Credit Agreement, dated as of October 15, 2009, the Fourth Amendment and Waiver to Credit Agreement, dated as of December 10, 2009, the Fifth Amendment to Credit Agreement, dated as of February 25, 2010 and the Sixth Amendment to Credit Agreement, dated as of September 30, 2011 (and as further amended, supplemented and otherwise modified from time to time, and related definitive documentation, in each case as further amended, supplemented or otherwise modified prior to the date hereof, and including all exhibits and other ancillary documentation in respect thereof, the “Prepetition Credit Agreement” and such facilities, the “Prepetition Senior Credit Facilities”).

(b) **Roll-Up Loans.** With respect to each person who beneficially owns (or whose affiliates beneficially owns) Obligations (as defined in the Prepetition Credit Agreement) (collectively, the “Prepetition Loans”) under the Prepetition Senior Credit Facilities (each, an “Eligible Subscriber”) who (i) is (or derives its interest from) a legal owner of Prepetition Loans in which such Eligible Subscriber (or its designated affiliate (including funds under common management)) owns a beneficial interest and has executed the DIP **Credit Loan** Agreement and (ii) commits to fund the New Money Loans, such Eligible Subscriber shall have the right to roll-up its *pro rata* share (calculated by dividing its New Money Loan Commitments by the total amount of New Money Loan Commitments) of \$37,500,000.00 of the principal amount of the Prepetition Loans (collectively the “Roll-Up Loans,” together with the New Money Loans, the “DIP Loans”) beneficially owned by such person in its capacity as an Eligible Subscriber (or its designated affiliate (including funds under common management)).

(c) **Interim Facility.** During the period commencing on the date ~~hereof~~ (the “Interim Order Entry Date”) on which the Court entered an order approving the Motion on an interim basis (the “Interim Order”), but prior to the ~~entry date~~ (the “Final Order Entry Date”) of a ~~final~~ this order ~~that is in form and substance satisfactory to the Required Lenders~~ (the “Final Order” and, the date upon which the Court enters the Final Order and such order becomes effective, the “Final Order Entry Date”) ~~approving the DIP Facility or such earlier date upon the occurrence of the Interim Facility Maturity Date (as defined below) of the DIP Loan Agreement (as defined herein)~~ (such period, the “Interim Period”), the maximum amount available to be drawn under the DIP Facility ~~shall be~~ was limited to \$12,500,000 (the “Interim Facility”), subject to compliance with the terms, conditions and covenants described in the DIP Loan Documents and in accordance with the Approved Budget (as defined in the DIP Loan Documents) ~~and all DIP Obligations incurred under the Interim Facility will be due and payable on the date that is 45 days after the entry of this Interim Order (as defined below) or such earlier date upon the occurrence of a maturity event (the “Interim Facility Maturity Date”)~~ unless the Final Order Entry Date shall have occurred on or before such date or the Required Lenders otherwise agree.

(ii) The Court’s authorization for the Debtors to grant certain protections pursuant to section 364 of the Bankruptcy Code as set forth in this ~~Interim order~~ Final Order and any applicable DIP Document (the “OHAA Protections”) to the Secured OHAA Payment Obligations (as defined below) arising under the Stipulation Pursuant to Sections 363 and 1110

of the Bankruptcy Code Regarding Oak Hill Entities³ and 777 Aircraft, filed by the Debtors on the Petition Date (the “Section 1110 Stipulation”). In accordance with the terms of the Section 1110 Stipulation, [including Exhibit A to the Section 1110 Stipulation and the escrow agreement referenced therein](#), the Oak Hill Entities shall provide certain payments to the Debtors from and after the Petition Date including (a) payments, each in the amount of \$833,333.33 to be made (x) within one business day of entry of ~~this~~ [the Interim](#) Order, and (y) following entry of an order by this Court approving the Section 1110 Stipulation (the “Stipulation Approval Order”), and on the first business day of each of the successive eleven (11) months following the Petition Date (each such payment, which in no event shall total more than \$10,000,000 in the aggregate, a “12-Month Payment”), and (b) from and after the Petition Date and for the five years thereafter, certain ratable periodic payments to the Debtors in the aggregate amount of \$2,000,000 per year on account of the OHAA Leases, up to an aggregate total amount of \$10,000,000 (collectively, the “Additional Monthly Payments” and, together with the 12-Month Payments and the Boeing Credit (as defined in the Section 1110 Stipulation), the “OHAA Payments”). “Secured OHAA Payments” shall mean all amounts actually received by the Debtors (or deemed received by the Debtors in the case of the Boeing Credit) from any Oak Hill Entity during the pendency of the Chapter 11 Cases pursuant to the Section 1110 Stipulation and “Secured OHAA Payment Obligations” shall mean the obligations of the Debtors under the Section 1110 Stipulation and any applicable DIP Document to repay the Secured OHAA Payments.

(iii) The Court’s authorization for the Debtors to execute and deliver additional final documentation consistent with the terms of (or as may be required by) the Senior Secured Super-

³ Oak Hill Entities shall mean (collectively) Oak Hill Capital Partners II, L.P. (“OHCP”), OH Aircraft Acquisition, LLC (“OHAA”) and Oak Hill Cargo 360, LLC (“OH Cargo”).

Priority Debtor In Possession Credit Agreement, ~~to be dated on or about~~ as of the ~~date hereof~~ Interim Order Entry Date (as the same may be amended or modified, the “DIP Loan Agreement”) in substantially the form attached as Exhibit A to the Motion ~~pursuant to this interim order (the “Interim Order” and, the date upon which this Interim Order is entered and such order becomes effective, the “Interim Order Entry Date”)~~, and all additional documentation (the “DIP Loan Documents” and, together with the DIP Loan Agreement, the Guaranties, the Approved Budget, ~~this~~ the Interim Order and ~~the~~ this Final Order, and any other related security, collateral or other documentation, collectively, the “DIP Documents”), and to perform such other and further acts as may be required in connection with the DIP Documents;

(iv) The Court’s authorization for the use of the proceeds of the DIP Financing extended to the Borrower as expressly provided in the DIP Documents in accordance with the terms of the Approved Budget, including, without limitation: (a) to pay (A) all fees due to the DIP Agent as provided under the DIP Facility and (B) all reasonable out-of-pocket professional fees and expenses (including legal, financial advisor, appraisal and valuation-related fees and expenses) incurred by the DIP Agent to the extent provided for in the DIP Facility (the amounts described in clauses (A) and (B) are referred to herein as the “DIP Expenses”), (b) to exchange certain of the Prepetition Loans for Roll-Up Loans, and (c) to provide working capital to the Debtors for other general corporate purposes and for other administration costs of the Chapter 11 Cases and other claims or amounts approved by the Bankruptcy Court and in accordance with the Approved Budget, which Approved Budget shall provide sufficient funds for the payment of the amounts the Debtors are required to pay (i) under the Section 1110 Stipulation, (ii) to timely perform their obligations under the 777 Leases from and after the Petition Date and (iii) cure any payment defaults under the 777 Leases that are in existence as of the Petition Date (collectively,

the “On-Going Expenses”) and to pay professional fees and expenses of the Debtors and the Committee (as defined herein), if one is appointed during the Chapter 11 Cases (the “Professional Expenses” and, together with DIP Expenses and On-Going Expenses, the “Permitted Expenditures”);

(v) The Court’s granting to the DIP Agent (a) for the benefit of the DIP Agent and the DIP Lenders (collectively, the “DIP Secured Parties”) with respect to the DIP Loans, all of the obligations and indebtedness arising under, in respect of or in connection with the DIP Financing and the DIP Documents, including all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents (including the New Money Loans and the Roll-up Loans) and any other obligations under the DIP Documents (all of the foregoing, collectively, the “DIP Obligations”) and (b) for the benefit of the Oak Hill Entities in respect of the Secured OHAA Payment Obligations, in each case in accordance with the relative priorities set forth more fully below, but subject in all respects to the Carve-Out (as defined herein) on all property, whether now owned or hereafter acquired or existing and wherever located, of each Debtor and each Debtor’s “estate” (as created pursuant to Section 541(a) of the Bankruptcy Code), property of any kind or nature whatsoever, real or personal, tangible or intangible, and now existing or hereafter acquired or created, including, without limitation, all accounts, inventory, goods, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, contracts, chattel paper, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, machinery and equipment, real property, leases (and proceeds from the disposition

thereof), all of the issued and outstanding capital stock of each Debtor, money, investment property, and causes of action (including any and all actions arising under the Bankruptcy Code), Cash Collateral (as that term is defined herein), and all cash and non-cash proceeds, rents, products, substitutions, accessions, and profits of any of the collateral described above, documents, vehicles, intellectual property, securities, partnership or membership interests in limited liability companies and capital stock, including, without limitation, the products, proceeds and supporting obligations thereof, and ~~subject to~~upon entry of ~~the~~this Final Order, any causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code (collectively, the “Collateral”). The term Collateral shall not include any asset specifically excluded from the definition of Collateral in the Security Agreement attached as an Exhibit to the DIP ~~Credit~~Loan Agreement (the “Security Agreement”). Specifically, the Motion sought,

- (a) pursuant to Bankruptcy Code section 364(c)(1), joint and several superpriority administrative expense claims status in the Chapter 11 Cases, which claims in respect of the DIP Facility and the Secured OHAA Payment Obligations shall be superior to all other claims and shall not be subject to discharge under section 1141 of the Bankruptcy Code;
- (b) pursuant to Bankruptcy Code section 364(c)(2), a first priority lien on all unencumbered Collateral (whether now or hereafter acquired and all proceeds, product or offspring thereof);
- (c) subject to clause (d) below, pursuant to Bankruptcy Code section 364(c)(3), a junior lien on all encumbered Collateral (whether now or hereafter acquired and all proceeds, product or offspring thereof); and

(d) pursuant to Bankruptcy Code section 364(d), a first priority priming lien on all Collateral (whether now or hereafter acquired and all proceeds, product or offspring thereof) that were subject to a lien under the Existing Primed Secured Facilities (as defined herein) as of the Petition Date;

(vi) The Court's granting the OHAA Protections for the Secured OHAA Payment Obligations, entitling the Oak Hill Entities to receive a ratable distribution, *pari passu* with the DIP Loans, upon any realization of Collateral, on the terms set forth in the DIP Documents;

(vii) The Court's granting adequate protection to the secured parties whose liens and security interests are being primed by the DIP Financing and the Secured OHAA Payments as set forth below (such parties, the "Adequate Protection Parties")⁴

;

(viii) The Court's authorization for the Debtors to use any Cash Collateral (as defined below) in which Adequate Protection Parties may have an interest and the granting of certain protections to the Adequate Protection Parties with respect to, *inter alia*, use of their Cash Collateral in accordance with the Approved Budget and the use (and any Diminution in Value (as defined herein)) of their Cash Collateral as provided herein;

(ix) The Court's approval of the incurrence and payment of (a) a superpriority administrative expense claim equal to 5% of the total equity value of the reorganized Debtors

⁴ On September 28, 2012, this Court entered the Emergency Bridge Order Pursuant to Sections 105, 361, 362 and 363 of the Bankruptcy Code (A) Authorizing the Use of Cash Collateral and Granting Adequate Protection, (B) Scheduling a Hearing on the Motion of the Debtors for an Interim Order (I) Authorizing Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Priority, (III) Authorizing the Use of Cash Collateral and Approving Adequate Protection, and (IV) Modifying the Automatic Stay Pursuant to Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Bankruptcy Rule 4001, and (C) Granting Related Relief [Docket No. 43] (the "Cash Collateral Order"). Pursuant to the Cash Collateral Order, the Court granted certain protections to the Adequate Protection Parties. Upon entry of ~~this~~the Interim Order, the provisions of the Cash Collateral Order ~~shall be~~were amended and superseded in their entirety by the provisions of ~~this~~the Interim Order and, as such, the provisions of ~~this~~the Interim Order and this Final Order shall be applicable to all Cash Collateral utilized by the Debtors between the entry of the Cash Collateral Order and ~~this~~the Interim Order.

that shall accrue as of the entry of ~~this~~the Interim Order (the “Equity Payment”), which Equity Payment shall be payable to each initial DIP Lender pro rata based on the amount of such DIP Lenders’ New Money Loan Commitments as a non-refundable cash payment upon the earliest of (A) confirmation of any plan of reorganization, in which case the Equity Payment shall be deemed to be in an amount equal to the greater of (x) 5% of the total equity value of the reorganized Debtors under such plan and (y) 5% of what the total equity value of the reorganized Debtors would have been under the Plan as defined in the Support Agreement (B) sale of all or substantially all of the Debtors’ assets, in which case the Equity Payment shall be deemed to be equal to the greater of (x) 5% of the New-Money Loan Commitments and (y) 5% of the sale proceeds, and shall in each case be payable only from sale proceeds and senior to all other DIP Obligations; or (C) conversion of the Chapter 11 Case of Southern Air, Inc. to a case under chapter 7 of the Bankruptcy Code, in which case the Equity Payment shall be deemed to be equal to 5% of New-Money Loan Commitments and shall be senior to the DIP Obligations; provided that upon confirmation of any plan of reorganization the Equity Payment may, at the election of the Debtors announced prior to the hearing to consider confirmation of such plan, be paid in the form of capital securities in the reorganized Debtors equal to the Equity Payment; (b) upon the funding of Interim DIP Facility, a cash payment of 1.50% of the aggregate principal amount of the New Money Loans, payable to the DIP Lenders on a *pro rata* basis based on their New Money Loan Commitments (the “Cash Payment Upon Closing”); (c) the cash payment to the DIP Agent of the administrative fees set forth in the Fee Letter; and (d) other related costs, fees and expenses (including pursuant to the Fee Letter);

(x) That the Court vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code to implement and effectuate the terms and provisions of the DIP

Documents, the OHAA Protections, and this ~~Interim~~Final Order;

(xi) That the Court waive any applicable stay (including under Bankruptcy Rule 6004) and provide for immediate effectiveness of this ~~Interim~~Final Order;

(xii) Pursuant to Bankruptcy Rule 4001, that the Court consider entry of ~~this~~the Interim Order, authorizing that during the Interim Period, and subject to the terms and conditions contained in the DIP Documents, an amount not to exceed \$12,500,000, be made available, and \$37,500,000 of the Roll-Up Loans ~~shall~~ be deemed borrowed and exchanged for the same amount of Prepetition Loans (together, the “Initial Availability”) and the Debtors’ receipt of the initial \$833,333.33 Secured OHAA Payment and any other Secured OHAA Payment made following the entry of the Stipulation Approval Order; and

(xiii) That the Court schedule a final hearing (the “Final Hearing”) to consider entry of the Final Order granting the relief requested in the Motion on a final basis and authorizing the balance of the borrowings under the DIP Documents and the balance of the Secured OHAA Payments on a final basis.

The interim hearing on the Motion having been held on October 1, 2012 (the “Interim Hearing”); and the final hearing on the Motion (the “Final Hearing”) having been held on October 25, 2012; and based upon all of the pleadings filed with the Court, the evidence presented at the Interim Hearing and the Final Hearing and the entire record herein; and ~~the Court having heard and resolved or overruled any~~no objections (formal or informal) to the ~~interim~~final relief requested in the Motion having been raised; and the Court having noted the appearances of all parties in interest; and it appearing that the relief requested in the Motion is in

the best interests of the Debtors and the Debtors' estates and creditors; and the Debtors having provided notice of the Motion as set forth in the Motion and it appearing that no further or other notice of the Motion need be given; and after due deliberation and consideration, and sufficient cause appearing therefor:

BASED ON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL HEARING BY THE DEBTORS, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁵

A. Petition Date. On September 28, 2012 (the "Petition Date"), the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under the Bankruptcy Code. The Debtors are operating their businesses and managing their affairs as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in any of these Chapter 11 Cases.

B. Jurisdiction; Venue. The Court has jurisdiction over the Chapter 11 Cases, the parties, and the Debtors' property pursuant to 28 U.S.C. §1334. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(D). Venue of the Chapter 11 Cases and the Motion is proper under 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004, and 9014 and the Local Bankruptcy Rules.

C. Committee Formation. No official committee of unsecured creditors has yet been appointed in any of these Chapter 11 Cases.

D. Prepetition Credit Agreement/Debt Arrangements. The Debtors represent that the Debtors are each Borrowers or Guarantors under the Prepetition Senior Credit Facilities and the Prepetition Credit Agreement. Pursuant to the Prepetition Credit Agreement, the

⁵ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as finding of fact, pursuant to Bankruptcy Rule 7052.

Prepetition Lenders provided the Debtors with loans in the aggregate principal amount of approximately \$287,683,250.99 (including capitalized “PIK” interest and issued but undrawn letters of credit, but excluding accrued interest (including accrued but uncapitalized PIK interest), fees, and expenses incurred in connection therewith). For purposes of this

~~Interim~~Final Order, the term “Prepetition Indebtedness” shall mean all amounts owed, as of the Petition Date, to the Prepetition Agent and the Prepetition Lenders under the Prepetition Credit Agreement, including, without limitation, all Obligations of any Debtor thereunder.

E. Stipulations. In requesting the DIP Financing under the DIP Documents, the Debtors, on behalf of themselves and their subsidiaries, permanently, immediately, and irrevocably acknowledge, represent, stipulate, and agree, that, in each case subject to Paragraph 21 of this ~~Interim~~Final Order:

- a. in entering into the DIP Documents and the Section 1110 Stipulation, and as consideration therefor, the Debtors and the Non-Debtor Subsidiary hereby agree that until such time as all DIP Obligations are indefeasibly satisfied in accordance with the terms of the DIP Documents, the commitments are terminated in accordance with the terms of the DIP Documents, and the Secured OHAA Payment Obligations have been satisfied on the terms set forth in the Section 1110 Stipulation and the Oak Hill Entities’ obligations to make the OHAA Payments is terminated in accordance with the terms of the Section 1110 Stipulation, the Debtors and the Non-Debtor Subsidiary will not in any way prime or seek to prime (or otherwise cause to be subordinated in any way) the liens, security interests, or claims provided under this ~~Interim~~Final Order to the DIP Agent or any Oak Hill Entity by offering a subsequent lender or any party-in-

interest a superior or *pari passu* lien or claim pursuant to section 364 of the Bankruptcy Code except as otherwise provided herein or in the DIP Documents, or otherwise;

- b. as of the Petition Date, (A) the aggregate principal amount of the Prepetition Indebtedness is not less than \$287,683,250.99 (including capitalized “PIK” interest and issued but undrawn letters of credit, but excluding accrued interest (including accrued but uncapitalized PIK interest), fees, and expenses incurred in connection therewith), (B) all of the Prepetition Indebtedness is unconditionally owing by the Debtors to the Prepetition Agent and the Prepetition Lenders, and (C) based on the Debtors’ due diligence, all claims in respect of the Prepetition Indebtedness (i) are not and shall not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, recoupment, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable domestic or foreign law or regulation by any person or entity, and (ii) constitutes the legal, valid, and binding obligations of the Debtors and their respective estates, enforceable against each such Debtor and estate in accordance with the Prepetition Credit Agreement;
- c. the liens securing the Prepetition Senior Credit Facilities (the “Existing Liens”) (A) constitute valid, binding, enforceable, and perfected first priority liens on the collateral as described in the security agreements entered into in connection with the Prepetition Credit Agreement (the “Prepetition Collateral”) that, prior to the entry of ~~this~~the Interim Order, were subject only to the permitted liens set forth in

Section 7.2.3 of the Prepetition Credit Agreement (the “Permitted Liens”) and (B) are not, and shall not be, subject to avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity;

- d. the DIP Agent, the DIP Lenders, the Prepetition Agent, and the Prepetition Lenders are not control persons or insiders of the Prepetition Obligors or the Debtors by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the DIP Documents and/or the Prepetition Credit Agreement;
- e. as of the Petition Date, there exist no claims or causes of action against any of the Prepetition Agent, the Prepetition Lenders, the DIP Agent, or the DIP Lenders with respect to, in connection with, related to, or arising from the Prepetition Senior Credit Facilities or the DIP Financing that may be asserted by the Debtors, the Non-Debtor Subsidiary, or any other person or entity;
- f. as of the Petition Date, there are no senior or *pari passu* liens on or security interests in the Collateral except for the Existing Liens and, to the extent such liens are determined to be valid, perfected, binding, and enforceable, the Permitted Liens; ~~and~~
- g. the Debtors and their subsidiaries forever and irrevocably release, discharge, and acquit the Oak Hill Entities of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and

obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof solely to the extent directly related to the Secured OHAA Payment Obligations, including, without limitation (i) any so-called "lender liability" or equitable subordination claims or defenses, as a result of the Oak Hill Entities making the Secured OHAA Payments or receiving the Secured OHAA Payment Obligations, (ii) any and all claims and causes of action arising under title 11 of the United States Code as a result of the Oak Hill Entities making the Secured OHAA Payments or receiving the Secured OHAA Payment Obligations, and (iii) any and all claims and causes of action regarding the validity, priority, perfection or avoidability of the liens or claims securing the Secured OHAA Payment Obligations; ~~and~~ [and](#)

- h. the Debtors and their subsidiaries forever and irrevocably release, discharge, and acquit the former, current, or future DIP Agent, the DIP Lenders, the Prepetition Agent, and the Prepetition Lenders, and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest (collectively, the "Releasees") of and from any and all claims, demands,

liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof relating to the Prepetition Credit Agreement, the Prepetition Indebtedness, the Prepetition Liens, the DIP Financing, the Support Agreement, or the transactions contemplated under such documents, including, without limitation, (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under title 11 of the United States Code, and (iii) any and all claims and causes of action regarding the validity, priority, perfection or avoidability of the liens or claims of the Prepetition Agent, the Prepetition Lenders, the DIP Agent, and/or the DIP Lenders.

F. Cash Collateral. For purposes of this ~~Interim~~Final Order, the term "Cash Collateral" shall mean and include all "cash collateral," as defined in section 363 of the Bankruptcy Code, in which the Prepetition Agent has, for the benefit of itself and the Prepetition Lenders, a lien, security interest or other interest (including, without limitation, any adequate protection liens or security interests) whether existing on the Petition Date, arising pursuant to this ~~Interim~~Final Order, or otherwise. The Debtors require the use of Cash Collateral to operate

their businesses. Without the use of Cash Collateral, the Debtors will not be able to meet their cash requirements for working capital needs and fund the working capital needs of the other Debtors which would result in an immediate shutdown of the Debtors' businesses. The DIP Agent, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders and the Oak Hill Entities (to the extent of the Secured OHAA Payment Obligations) do not consent to the use of Cash Collateral except on the terms and for the purposes specified herein.

G. Adequate Protection. The Adequate Protection Obligations (as defined below) are sufficient to protect the interests of the Adequate Protection Parties in the collateral securing the Prepetition Primed Obligations (as defined below) and no further adequate protection is required under section 363 or 364, or any other provision of the Bankruptcy Code.

H. Purpose and Necessity of DIP Financing. The Debtors assert the following: the Debtors require the financing described in the Motion and as expressly provided in the DIP Documents and by the Secured OHAA Payments (i) to pay costs, fees and expenses related to the execution and delivery of the DIP Loan Agreement and the consummation of the transactions contemplated under the DIP Loan Documents, (ii) to exchange certain of the Prepetition Loans for Roll-Up Loans, (iii) to provide working capital from time to time for the Debtors, (iv) for other general corporate purposes of the Debtors and, subject to the terms of this ~~Interim~~Final Order and the DIP Documents, the Non-Debtor Subsidiary, (v), to pay the amounts the Debtors are required to pay under the Section 1110 Stipulation, to timely perform their obligations under the 777 Leases from and after the Petition Date and to cure any payment defaults under the 777 Leases that are in existence as of the Petition Date (vi) to pay administration costs of these Chapter 11 Cases and claims or amounts approved by the Bankruptcy Court in accordance with the Approved Budget. If the Debtors do not obtain (a)

authorization to borrow under the DIP Loan Agreement and the DIP Loans and (b) authorization to receive the Secured OHAA Payments and related OHAA Protections, the Debtors will suffer immediate and irreparable harm. The Debtors are unable to obtain adequate unsecured credit allowable as an administrative expense under section 503 of the Bankruptcy Code, or other financing under section 364(c) or (d) of the Bankruptcy Code, on terms equal to or more favorable than those set forth in the DIP Documents and the Section 1110 Stipulation. Credit in the amount provided by the DIP Documents and the OHAA Payments is not available to the Debtors without (x) granting the DIP Agent, for the benefit of the DIP Lenders, and the Oak Hill Entities, to the extent of the Secured OHAA Payment Obligations, superpriority claims, liens, and security interests, pursuant to sections 364(c)(1), (2), (3), and 364(d) of the Bankruptcy Code, (y) granting the DIP Lenders the ability to exchange Prepetition Loans into Roll-Up Loans as a necessary inducement to, and a portion of the consideration for, providing the New Money Loans, and (z) obtaining the consent of the Prepetition Agent, the Prepetition Lenders and any other parties referred to in the prepetition collateral documents (the “Prepetition Secured Parties”), each as provided in this ~~Interim~~Final Order and the DIP Documents. After considering all alternatives, the Debtors have concluded, in the exercise of their prudent business judgment, that the DIP Facility and the Secured OHAA Payments represent the best and only working capital financing available to them at this time. Additionally, the DIP Facility and the Secured OHAA Payments are the only loans available to the Debtors. Additionally, the terms of the DIP Financing, the Secured OHAA Payments and the use of Cash Collateral are fair and reasonable and reflect the Debtors’ exercise of prudent business judgment consistent with their fiduciary duties.

I. Good Cause. Based upon the record presented to the Court by the Debtors, it appears that the ability of the Debtors to obtain sufficient working capital and liquidity under the DIP Documents and by the Secured OHAA Payments, and use of Cash Collateral, is vital to the Debtors' estates and creditors. The Debtors assert that the financing to be provided under the DIP Documents, by the Secured OHAA Payments and through the use of the Cash Collateral will enable the Debtors to continue to operate their businesses in the ordinary course and preserve the value of their businesses. The Debtors' estates will be immediately and irreparably harmed if this ~~Interim~~Final Order is not entered. Good cause has, therefore, been shown for the relief sought in the Motion.

J. Good Faith. The DIP Financing and the DIP Documents have been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the other DIP Obligations, shall be deemed to have been extended by each of the DIP Secured Parties and each of 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 DIP Obligations, the Postpetition Liens (as defined herein), the Superpriority Claim (as defined herein), and, to the extent applicable, the Adequate Protection Obligations shall be entitled to the full protection of section 364(e) of the Bankruptcy Code and the terms, conditions, benefits, and privileges of ~~this~~the Interim Order and this Final Order regardless of whether ~~this~~the Interim Order or this Final Order is subsequently reversed, vacated, modified, or otherwise is no longer in full force and effect or the Chapter 11 Cases are subsequently converted or dismissed, in each case, as of such date. The Secured OHAA Payments and the OHAA Protections have been negotiated in good faith and at arm's length among the Debtors and the Oak Hill Entities, and the Secured OHAA Payments shall be deemed

to have been extended by each of the Oak Hill Entities 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 Postpetition Liens (as defined herein) and the Superpriority Claim (as defined herein), shall be entitled to the full protection of section 364(e) of the Bankruptcy Code and the terms, conditions, benefits, and privileges of ~~this~~the Interim Order and this Final Order regardless of whether ~~this~~the Interim Order or this Final Order is subsequently reversed, vacated, modified, or otherwise is no longer in full force and effect or the Chapter 11 Cases are subsequently converted or dismissed, in each case, as of such date.

K. Consideration. All of the Debtors will receive and have received fair consideration and reasonably equivalent value in exchange for access to the DIP Loans, the use of Cash Collateral, receipt of the Secured OHAA Payments and all other financial accommodations provided under the DIP Documents and this ~~Interim~~Final Order.

L. Participation. Prior to the Petition Date, a term sheet with respect to the DIP Financing was made available to all Prepetition Lenders, and each Prepetition Lender was solicited and given the opportunity to become a DIP Lender thereunder after due deliberation and consideration.

M. Consent. Through their execution of the Support Agreement, the “Required Lenders” as defined in the Prepetition Credit Agreement, have consented to the DIP Financing, the Secured OHAA Payment Obligations and to the use of Cash Collateral, and have agreed to have their liens primed pursuant to the terms of ~~this~~the Interim Order and this Final Order.

N. ~~Immediate~~ Entry of ~~Interim~~**Final** Order. ~~The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2).~~ The permission granted herein to enter into the DIP Documents and to obtain funds thereunder and with the Secured OHAA Payments, is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that entry of this ~~Interim~~**Final** Order is in the best interests of the Debtors and the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued flow of supplies and services to the Debtors necessary to sustain the operation of the Debtors' existing businesses and further enhance the Debtors' prospects for a successful restructuring. Based upon the foregoing findings, acknowledgments, and conclusions, and upon the record made before this Court at the Interim Hearing and the Final Hearing, and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED:

1. Disposition. The Motion is granted on ~~an interim~~**a final** basis and on the terms set forth herein. Any objections to the Motion that have not previously been withdrawn, waived, settled, or resolved and all reservations of rights included therein are hereby denied and overruled on their merits with prejudice.

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

3. Authorization of the DIP Financing and DIP Loan Agreement.

(a) The Debtors are hereby authorized to execute and enter into the DIP Documents, and the DIP Documents are hereby approved and incorporated herein by reference in their entirety, as amended by Paragraph 12(b) of this Final Order.

The DIP Documents and this ~~Interim~~Final Order shall govern the financial and credit accommodations to be provided to the Debtors by the DIP Lenders.

(b) The Borrower is hereby authorized (and was authorized pursuant to the Interim Order) to borrow money pursuant to the DIP Documents, and the Guarantors are hereby authorized to guaranty (on a joint and several basis) all DIP Obligations, including up to an aggregate principal amount of up to \$25,000,000 in New Money Loans ~~(provided, however, that during the Interim Period no more than \$12,500,000 may be borrowed pursuant to the New Money Loans)~~, and \$37,500,000 in Roll-Up Loans (plus interest, fees and other expenses and amounts provided for in the DIP Loan Agreement) in accordance with the terms of this ~~Interim~~Final Order and the DIP Loan Agreement, which shall be used solely as expressly provided in the DIP Documents, including, without limitation, (i) to pay costs, fees and expenses related to the execution and delivery of the DIP Loan Agreement and the consummation of the transactions contemplated under the DIP Documents, (ii) to exchange certain of the Prepetition Loans for Roll-Up Loans, (iii) to provide working capital from time to time for the Debtors and to the extent expressly permitted by the DIP Loan Documents, the Non-Debtor Subsidiary, (iv) for other general corporate purposes of the Debtors , which shall include, reimbursement of the amounts payable to OHAA pursuant to Paragraph 36 of this Order and solely to the extent the Stipulation Approval Order ~~has been entered~~is in full force and effect and there has been no breach of the Section 1110 Stipulation, payment of the

amounts the Debtors are required to pay under the Section 1110 Stipulation, and (v) to pay administration costs of these Chapter 11 Cases and claims or amounts approved by the Bankruptcy Court and in accordance with the Approved Budget.

(c) In furtherance of the foregoing and without further approval of this Court, each Debtor ~~is~~ was by the Interim Order and is hereby authorized to, and shall cause each other Debtor to, perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all related fees that may be required or necessary for the Debtors' performance of their obligations under the DIP Financing, including, without limitation:

(i) the execution, delivery and performance of the DIP Documents, including, without limitation, the DIP Loan Agreement, any guarantees, any security and pledge agreements, and any mortgages contemplated thereby;

(ii) subject to Paragraph 12 hereof and the DIP Documents, the execution, delivery and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Documents for, among other things, the purpose of adding additional financial institutions as DIP Lenders and reallocating the New Money Loan Commitments for the DIP Financing among the DIP Lenders, in each case in such form as the Debtors, the DIP Agent and the Required Lenders may agree;

(iii) the non-refundable payments referred to in the DIP Documents, including the Equity Payment, the Cash Payment Upon Closing, the cash payment to the DIP Agent of the fees set forth in the Fee Letter, and other related

costs, fees and expenses (including pursuant to the Fee Letter), and other costs and expenses as may be due in accordance with the DIP Documents; and

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

(d) The DIP Documents and DIP Obligations constitute valid, binding and non-avoidable obligations of the Debtors enforceable against each of them, and each of their successors and assigns, and each person or entity party to the DIP Documents in accordance with their respective terms and the terms of this ~~Interim~~Final Order and shall survive conversion of the Chapter 11 Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any case.

(e) Except with respect to the Roll-Up Loans as set forth in Paragraph 21 of this ~~Interim~~Final Order, no obligation, payment, transfer, or grant of security under the DIP Documents, or this ~~Interim~~Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under section 502(d), 548 or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity.

(f) Subject to, and without limiting, Paragraph 21 below, the Roll-Up Loans are fully approved and authorized as compensation for, in consideration for, and solely

on account of, the agreement of such DIP Lenders to make the New Money Loans and not as payments under, adequate protection for, proceeds of collateral securing, or otherwise on account of, the Prepetition Loans.

4. Authorization of the Secured OHAA Payment Obligations

(a) This ~~Interim~~Final Order and, ~~following entry of the Stipulation Approval Order~~ the Section 1110 Stipulation, shall govern the financial and credit accommodations to be provided to the Debtors by the Oak Hill Entities.

(b) The Debtors are hereby authorized to incur the Secured OHAA Payment Obligations ~~(provided, however, that until entry of the Stipulation Approval Order, the Secured OHAA Payment Obligations shall not exceed \$833,333.33, which shall be used solely as expressly provided in the DIP Documents).~~

(c) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized to, and shall cause each other Debtor to, perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all related fees that may be required or necessary for the Debtors' performance of their obligations under the Secured OHAA Payment Obligations, ~~(provided that the Debtors shall not otherwise be obligated to perform under the Section 1110 Stipulation until entry of the Stipulation Approval Order)~~ including, without limitation, the execution, delivery and performance of documents related to the Secured OHAA Payment Obligations, including, without limitation, any security and pledge agreements, and any mortgages contemplated thereby.

(d) The Secured OHAA Payment Obligations constitute valid, binding and non-avoidable obligations of the Debtors enforceable against each of them, and each of their successors and assigns, in accordance with the terms of this ~~Interim~~Final Order and shall survive conversion of the Chapter 11 Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any case.

(e) No obligation, payment, transfer, or grant of security under the Secured OHAA Payment Obligations or this ~~Interim~~Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under section 502(d), 548 or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity.

5. Carve-Out. Notwithstanding anything to the contrary herein, the Debtors' obligations to the DIP Lenders and, solely with respect to the Secured OHAA Payment Obligations, to Oak Hill Entities, the liens and superpriority claims granted herein and/or under the DIP Documents, including the Postpetition Liens (as defined below) and the Adequate Protection Obligations (as defined below), as well as the Prepetition Liens shall be subject and subordinate only to payment of the Carve-Out. For the purposes of this ~~Interim~~Final Order "Carve-Out" shall mean, collectively, (i) all fees that are required to be paid to the clerk of the Bankruptcy Court and to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a), whether arising prior to or after the delivery of the Carve Out Trigger Notice (as defined below), and (ii) after the occurrence and during the continuance of an Event of Default, an amount equal to (x) all reasonable and documented unpaid fees, costs, disbursements and expenses of professionals retained by the Debtors in the Chapter 11 Cases (collectively, the "Debtors' Professionals") that are incurred and earned prior to the first business day after the delivery of a Carve-Out Trigger Notice, are allowed by this Court under sections 105(a), 328, 330 or 331 of the Bankruptcy Code or otherwise (whether allowed by this Court prior to or after delivery of a Carve-Out Trigger Notice) and remain unpaid after application of any retainers and any available funds remaining in the Debtors' estates for such creditors and (B) all reasonable and documented unpaid fees and expenses of professionals retained by any statutory committees appointed in the Chapter 11 Cases (each, a "Committee") (collectively, the "Committee's Professionals") that are incurred and earned prior to the first business day after the delivery of a Carve-Out Trigger Notice, are allowed by this Court under sections 105(a), 330 or 331 of the Bankruptcy Code or otherwise (whether allowed by this Court prior to or after delivery of a Carve-Out Trigger Notice) and remain unpaid after application of any available funds remaining in the Debtors'

estates for such creditors and (y) reasonable and documented unpaid fees, costs, disbursements, and expenses not to exceed \$750,000 in the aggregate (the “Carve-Out Cap”) that are incurred and earned by the Debtors’ Professionals and the Committee’s Professionals on or after the delivery of a Carve Out Trigger Notice are allowed by this Court under sections 105(a), 330 or 331 of the Bankruptcy Code or otherwise (whether allowed by this Court prior to or after delivery of a Carve-Out Trigger Notice) and remain unpaid after application of any available funds remaining in the Debtors’ estates for such creditors; provided nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described above. Following the delivery of a Carve Out Trigger Notice, the Debtors shall immediately establish the Carve-Out Account, which shall be utilized and treated in accordance with the provisions of the DIP Loan Agreement. The term “Carve-Out Trigger Notice” shall mean a written notice delivered by the DIP Agent to the Borrower’s lead counsel, counsel to the Prepetition Agent, the U.S. Trustee, counsel to the Oak Hill Entities, and lead counsel to any Committee, which notice may be delivered at any time following the occurrence and during the continuation of an Event of Default, expressly stating that the Carve-Out Cap is invoked. Notwithstanding the foregoing, so long as the Carve-Out Trigger Notice has not been delivered, the Borrower shall be permitted to pay, as the same may become due and payable, fees and expenses allowed and payable under 11 U.S.C. §§ 330 and 331, and the same shall not reduce the Carve-Out Cap.

6. Superpriority Claim. (a) Subject to the terms of the DIP Documents, the DIP Agent, for itself and for the benefit of the DIP Lenders, is hereby granted an allowed superpriority administrative expense claim (the “DIP Superpriority Claim”) pursuant to section 364(c)(1) of the Bankruptcy Code for all DIP Obligations, and (b) subject to the terms of

the DIP Documents and the Section 1110 Stipulation, the Oak Hill Entities are hereby granted an allowed superpriority administrative expense claim (the “OHAA Superpriority Claim” and together with the DIP Superpriority Claim, the “Superpriority Claims”) pursuant to section 364(c)(1) of the Bankruptcy Code for all Secured OHAA Payment Obligations, such Superpriority Claims having priority over any and all other claims against the Debtors and their estates, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kinds specified in or arising or ordered under sections 105(a), 326, 328, 330, 331, 503(b), 506(c) ~~(subject to entry of the Final Order)~~, 507, 546(c), 726, 1113, and 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The DIP Superpriority Claim (subject to the terms of the DIP Documents) and the OHAA Superpriority Claim (subject to the terms of the DIP Documents and the Section 1110 Stipulation) (i) shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and their estates and all proceeds thereof (in accordance with the priorities set forth in the DIP Loan Agreement) and (ii) shall not be subject to discharge under section 1141 of the Bankruptcy Code. The Superpriority Claims granted in this Paragraph shall be subject and subordinate in priority of payment only to the Carve-Out, but the DIP Superpriority Claim and the OHAA Superpriority Claim shall be *pari passu* with each other. Except as expressly set forth herein, unless the DIP Obligations and the Secured OHAA Payment Obligations have been satisfied in full, no other superpriority claims shall be granted or allowed in the Chapter 11 Cases.

7. Postpetition Liens.

(a) All of the Postpetition Liens and Adequate Protection Liens described herein shall be effective and perfected ~~as of the Interim Order Entry Date~~ and no later than the

date hereof without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements.

(b) To secure the DIP Obligations, the DIP Agent, for itself and the benefit of the DIP Lenders, is hereby granted:

i. a first priority, perfected security interest in, and lien, under section 364(c)(2) of the Bankruptcy Code, upon all of the Collateral of each Debtor and of each Debtor's estate that, on or as of the Petition Date, is not subject to valid, perfected, and non-avoidable liens, provided that such lien and security interest shall not extend to any escrow account funded with the proceeds of OHAA Payments;

ii. a junior lien, under section 364(c)(3) of the Bankruptcy Code, upon all of the Collateral of each Debtor and of each Debtor's estate that is, as of the Petition Date, subject to valid, perfected, and non-avoidable liens in favor of third parties except as set forth in subparagraph iii below; and

iii. a first priority, perfected priming security interest in, and lien, under section 364(d)(1) of the Bankruptcy Code, upon all Collateral that also constitutes Prepetition Collateral, in all cases senior to (A) the Existing Liens and (B) all other liens and obligations secured by the Prepetition Collateral on a junior basis to the Prepetition Liens (collectively the "Prepetition Primed Obligations") and the facilities under which such obligations arose, the "Existing Primed Secured Facilities"), but subject to Permitted Liens.

iv. The liens created as described in clauses i, ii, and iii above are collectively the "Postpetition DIP Liens"

(c) To secure the Secured OHAA Payment Obligations, the DIP Agent is hereby granted for the benefit of the Oak Hill Entities:

i. a first priority, perfected security interest in, and lien, under section 364(c)(2) of the Bankruptcy Code, upon all of the Collateral of each Debtor and of each Debtor's estate that, on or as of the Petition Date, is not subject to valid, perfected, and non-avoidable liens, provided that such lien and security interest shall not extend to any escrow account funded with the proceeds of the DIP Loans;

ii. a junior lien, under section 364(c)(3) of the Bankruptcy Code, upon all of the Collateral of each Debtor and of each Debtor's estate that is, as of the Petition Date, subject to valid, perfected, and non-avoidable liens in favor of third parties except as set forth in subparagraph iii below; and

iii. a first priority, perfected priming security interest in, and lien, under section 364(d)(1) of the Bankruptcy Code, upon all Collateral that also constitutes Prepetition Collateral, in all cases senior to (A) the Existing Liens and (B) the Prepetition Primed Obligations but subject to Permitted Liens.

iv. The liens created as described in clauses i, ii, and iii above are collectively the "Postpetition OHAA Liens" and together with the Postpetition DIP Liens, the "Postpetition Liens⁶,"

(d) The Postpetition Liens shall cover all Collateral including property or assets that do not secure the Prepetition Primed Obligations, including, without limitation; ~~subject to entry of the Final Order~~, the causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code (the "Avoidance Actions"), except as otherwise agreed to by the Required Lenders and the Oak Hill Entities or provided under the DIP Documents.

⁶ Notwithstanding the use of the separate terms Postpetition DIP Liens, Postpetition OHAA Liens, and Postpetition Liens in this Interim Order, nothing in this Interim Order shall affect the grant of a single lien to the DIP Agent on behalf of itself, the DIP Lenders, and the Oak Hill Entities under the Security Agreement.

(e) The Postpetition Liens shall be effective immediately ~~upon the entry of this Interim Order.~~

(f) Except as provided in this ~~Interim~~ Final Order or the DIP Documents, the Postpetition Liens shall not at any time be (i) made subject or subordinate to, or made *pari passu* with any other lien, security interest or claim existing as of the Petition Date (other than Permitted Liens), or created under section 363 or 364(d) of the Bankruptcy Code or otherwise, or (ii) subject to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code.

(g) The Postpetition Liens shall be and hereby are fully perfected liens and security interests, effective and perfected upon the date of this ~~Interim~~ Final Order without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing agreements, financing statements or other agreements, such that no additional steps need be taken by the DIP Agent, the DIP Lenders or the Oak Hill Entities to perfect such interests. In the event the DIP Agent executes any collateral or security documentation with respect to the Postpetition DIP Liens, such collateral or security documentation shall also be deemed to benefit (on a *pari passu* basis) the Postpetition OHAA Liens. ~~Subject to entry of the Final Order, and subject~~ to applicable non-bankruptcy law, any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the consent or approval of one or more landlords, licensors, or other parties, or requires the payment of any fees or obligations to any governmental entity, non-governmental entity or any other person, in order for any of the Debtors to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest or the proceeds thereof or other collateral, shall have no force or effect with respect to

the transactions granting the DIP Agent, for itself and the benefit of the DIP Lenders and the Oak Hill Entities a priority security interest in the Debtors' interest in such fee, leasehold or other interest or other collateral or the proceeds of any assignment, sale or other transfer thereof, by any of the Debtors in favor of the DIP Agent, for itself and the benefit of the DIP Lenders and the Oak Hill Entities, in accordance with the terms of the DIP Loan Agreement, the other DIP Documents and this [InterimFinal](#) Order.

(h) The Postpetition DIP Liens, the DIP Superpriority Claim, and other rights, benefits, and remedies granted under this [InterimFinal](#) Order to the DIP Agent, for itself and the benefit of the DIP Lenders, shall continue in the Chapter 11 Cases, in any superseding case or cases under the Bankruptcy Code resulting from conversion of one or more of the Chapter 11 Cases (a "Superseding Case") and following any dismissal of the Chapter 11 Cases, and such liens and claims shall maintain their priority as provided in this [InterimFinal](#) Order until all the DIP Obligations have been indefeasibly and completely satisfied and the DIP Loans have been terminated in accordance with the DIP Documents. The Postpetition OHAA Liens, Superpriority OHAA Claim, and other rights, benefits, and remedies granted under this [InterimFinal](#) Order to the Oak Hill Entities with respect to the Secured OHAA Payment Obligations, shall continue in the Chapter 11 Cases, any Superseding Case, and following any dismissal of the Chapter 11 Cases, and such liens and claims shall maintain their priority as provided in this [InterimFinal](#) Order until all Secured OHAA Payment obligations have been indefeasibly and completely satisfied and all obligations of the Oak Hill Entities to make any Secured OHAA Payments have been terminated in accordance with the Section 1110 Stipulation.

8. Secured OHAA Payment Obligations. Subject to the terms of this ~~Interim~~Final Order, the Secured OHAA Payment Obligations, shall receive a ratable distribution, *pari passu* with the DIP Loans, upon any realization of Collateral, on the terms set forth in the DIP Loan Documents.

9. Authorization to Use Cash Collateral. Subject to the terms of this ~~Interim~~Final Order and the DIP Documents, the Debtors are authorized to use Cash Collateral in which the Prepetition Agent, for the benefit of itself and the Prepetition Lenders, respectively, may have an interest, in accordance with the terms, conditions, and limitations set forth in this ~~Interim~~Final Order and/or the DIP Documents. Any dispute in connection with the use of Cash Collateral shall be heard by the Court. Notwithstanding anything in this ~~Interim~~Final Order to the contrary, the Debtors' authority to use Cash Collateral hereunder shall not begin until such time as all conditions precedent to initial borrowing under the DIP Facility have been satisfied and shall terminate without any further action by this Court or the DIP Agent, and the Debtors shall be prohibited, without the necessity of further Court order, from using such Cash Collateral hereunder upon the ~~earliest~~earlier to occur of (the "Cash Collateral Termination Date"): (a) the ~~Final Order Entry Date shall not have occurred within 45 days after the Interim Order Entry Date (or such later date as shall be agreed to by the DIP Agent in writing), (b) such earlier~~ date on which the DIP Loans shall become due and payable in accordance with the terms of this ~~Interim~~Final Order and/or the DIP Documents, following the expiration of any applicable grace and notice provision, and (~~e~~b) the date on which all New Money Loan Commitments have been terminated under this ~~Interim~~Final Order and/or the DIP Documents as a result of the occurrence of an Event of Default.

10. The Debtors shall promptly pay all payments and fees payable, and costs and/or expenses reimbursable by the Debtors to the DIP Agent under the DIP Documents and to the Prepetition Agent under the Prepetition Credit Agreement, upon presentation of invoices and without the necessity of any further application with the Court for approval or payment of such fees, costs or expenses. The Debtors shall promptly pay such fees and expenses (other than the fees and expenses of Professionals (as defined below)) within five (5) business days of delivery of an invoice to the Debtors. Such fees shall, upon payment, be deemed fully earned, non-refundable, irrevocable, and non-avoidable. Notwithstanding anything to the contrary herein, the fees, costs and expenses of the DIP Agent and DIP Lenders under the DIP Documents whether incurred prior to or after the Petition Date, including, without limitation, the Equity Payment, the Cash Payment Upon Closing, and the cash payment to the DIP Agent for its services in such capacity, and other related costs, fees and expenses referenced in Section 3.3 of the DIP Loan Agreement (including pursuant to the Fee Letter), ~~shall be~~were deemed fully earned, indefeasibly paid, non-refundable, irrevocable, and non-avoidable as of the ~~date of this~~ Interim Order Entry Date and, irrespective of any subsequent order approving or denying the DIP Financing or any other financing pursuant to section 364 of the Bankruptcy Code, fully entitled to all protections of section 364(e) of the Bankruptcy Code. All unpaid fees, costs, and expenses payable under the DIP Documents to the DIP Agent shall be included and constitute part of the DIP Obligations and be secured by the Postpetition Liens. With respect to the fees, costs and expenses of any professional retained as provided for in the DIP Documents or whose fees, costs, and expenses are contemplated to be paid as an Adequate Protection Obligation hereunder (each, a “Professional”), the Debtors are hereby authorized and directed to pay all fees, costs, and expenses of such Professional in accordance with the terms of the DIP

Documents and this ~~Interim~~Final Order, without the necessity of any further application with the Court for approval or payment of such fees, costs or expenses. Payments of such fees, costs, and expenses shall be made on the tenth (10th) business day after delivery of an invoice to the Debtors, with a copy to the U.S. Trustee and the Committee, unless an objection to the payment of such invoice has been previously filed with this Court; provided that this Court reserves jurisdiction to resolve any and all disputes regarding such fees, costs, and expenses whether before or after such payment is made; and provided further that any fees and expenses that are not subject to an objection shall be deemed approved and non-refundable for all purposes and all fees, costs, and expenses subject to objection shall be deemed approved and non-refundable only to the extent provided for by a subsequent order of this Court.

11. Authority to Execute and Deliver Necessary Documents.

(a) All of the Postpetition Liens and Adequate Protection Liens with respect to the assets of the Debtors ~~shall be~~are effective and perfected ~~as of the Interim Order Entry Date and~~ without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements.

(b) Each of the Debtors is hereby further authorized and directed to (i) perform all of its obligations under the DIP Documents, and such other agreements as may be required by the DIP Documents to give effect to the terms of the financing provided for in the DIP Documents and in this ~~Interim~~Final Order, and (ii) perform all acts required under the DIP Documents and this ~~Interim~~Final Order, including with respect to the Secured OHAA Payment Obligations.

(c) Upon the request of the DIP Agent, the Debtors are directed to make, execute and deliver such instruments (in each case without representation or warranty of any kind) to

enable the DIP Agent to further perfect, preserve, and enforce the Postpetition Liens and the DIP Obligations.

(d) The Debtors shall cause their subsidiaries to execute all documents and take all actions required to effectuate DIP Documents, including, without limitation, executing all instruments which may be requested by the DIP Agent.

(e) All DIP Obligations and the Secured OHAA Payment Obligations shall constitute valid and binding obligations of each of the Debtors enforceable against each of them, and each of their successors and assigns, in accordance with their terms and the terms of this ~~Interim~~Final Order, subject, solely with respect to Roll-Up Loans, to Paragraph 21 of this ~~Interim~~Final Order. No obligation, payment, transfer, or grant of a security under the DIP Documents, this ~~Interim~~Final Order, or with respect to the Secured OHAA Payment Obligations shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law or subject to avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity, subject, solely with respect to Roll-Up Loans, to Paragraph 21 of this ~~Interim~~Final Order.

12. Amendments, Consents, Waivers, and Modifications.

(a) The Debtors, with the express written consent of the DIP Agent (and any other consents required under the DIP Documents) may enter into (a) any amendments, consents, waivers, or modifications to the DIP Documents that are not materially adverse to the Debtors without the need for further notice and hearing or any order of this Court

(provided, however, that a copy of any such amendment, consent, waiver or other modification shall be filed by the Debtors with this Court and served by the Debtors on the U.S. Trustee, the Oak Hill Entities, and the Committee), and (b) any amendments, consents, waivers, or modifications to the DIP Documents that are materially adverse to the Debtors only after notice and a hearing before this Court. No such consent shall be implied by any other action, inaction, or acquiescence of the DIP Agent, any DIP Lender or the Oak Hill Entities.

(b) The DIP Loan Agreement and the Security Agreement are hereby deemed amended as follows, without the need for any further action from any party, and such amended DIP Documents shall be deemed the DIP Documents for all purposes under this Final Order or otherwise:

(i) Clause (b) of Section 7.1.14 (Compliance with Milestones) of the DIP Loan Agreement shall be deleted and replaced in its entirety with the following “obtaining an order from the Bankruptcy Court approving the Disclosure Statement, which order is satisfactory to the Administrative Agent and the Required Lenders in all respects, on or prior to December 7, 2012;” and

(ii) Clause (c) of Section 7.1.14 (Compliance with Milestones) of the DIP Loan Agreement shall be deleted and replaced in its entirety with the following “the Borrower shall use all commercially reasonable efforts to refinance the DIP Facility as promptly as practicable following the Petition Date;” and

(iii) Clause (vii) of the last paragraph of Section 2.1 (Grant of Security Interest) of the Security Agreement shall be amended by striking the phrase “Exhibit C” and replacing it with the phrase “Exhibit A.”

13. Adequate Protection for Prepetition Lenders. The Prepetition Agent for the benefit of itself and the Prepetition Lenders that hold the Prepetition Primed Obligations shall be granted as adequate protection (collectively, the “Prepetition Protection”), pursuant to sections 361, 363(e), 364(d)(1) and 507 of the Bankruptcy Code or otherwise, for the consent of such

Prepetition Secured Parties to the priming effectuated by the DIP Facility and incurring the Secured OHAA Payment Obligations, consent to the use of their collateral (including Cash Collateral) and the consent to the transactions contemplated by the DIP Facility and the Section 1110 Stipulation, on account of and to the extent of diminution in the value (each such diminution, a “Diminution in Value”), if any, of the prepetition security interests of such party resulting from the automatic stay, or the use, sale, lease or grant by the Debtors of the collateral securing the Prepetition Primed Obligations (including, without limitation, Cash Collateral), the priming of the prepetition security interests of such Prepetition Secured Parties and the stay of enforcement of any prepetition security interest arising from section 362 of the Bankruptcy Code, or otherwise the following ((a) through (c) below shall be referred to collectively as the “Adequate Protection Obligations”):

(a) Adequate Protection Liens. As adequate protection for the Diminution in Value, and in accordance with sections 361, 363(e), and 364(d) of the Bankruptcy Code, and solely to the extent of any such Diminution in Value, the Prepetition Agent is hereby granted (effective and perfected ~~upon the date of this Interim Order and~~ without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements, or other agreements), for the benefit of the Prepetition Secured Parties, valid, perfected, postpetition security interests in and liens (the “Adequate Protection Liens”) on all of the Collateral of the Debtors and their estates, to secure an amount equal to the Diminution in Value of the respective interests, if any, of the Prepetition Secured Parties in the Prepetition Collateral; provided, however, that, notwithstanding anything to the contrary, the Adequate Protection Liens shall only be and remain subject and subordinate to (i) the Permitted Liens, (ii) the Postpetition Liens

(including Postpetition Liens securing the Roll-Up Loans), and (iii) after the Carve-Out Trigger Notice, the Carve-Out. Except as provided in this subparagraph 13(a), the Adequate Protection Liens shall not at any time be (x) made subject or subordinate to, or made *pari passu* with any other lien, security interest or claim existing as of the Petition Date, or created under sections 363 or 364(d) of the Bankruptcy Code or otherwise or (y) subject to Paragraph 21 hereof, subject to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code.

(b) Section 507(b) Claim. To the extent entitled thereto under section 507(b) of the Bankruptcy Code, the Prepetition Agent under the Prepetition Senior Credit Facility, on behalf of itself and the Prepetition Secured Parties, shall be granted, subject, after the Carve-Out Trigger Notice, to the payment of the Carve-Out, a superpriority administrative expense claim immediately junior to the Superpriority Claims; provided that no entity shall receive or retain any payments, property, or other amounts in respect of superpriority claims relating to such Prepetition Primed Obligations unless and until the DIP Obligations, including, without limitation, the Roll-Up Loans, and the Secured OHAA Payment Obligations have indefeasibly been paid in cash in full.

(c) As further adequate protection for the use of the Prepetition Collateral (including Cash Collateral) by the Debtors, and in accordance with sections 361, 363(e), and 364(d) of the Bankruptcy Code, the Prepetition Agent or the respective professional identified below shall receive from the Debtors:

- i. Fees and Expenses. Subject to Paragraph 10 hereof, current cash payments payable under the Prepetition Senior Credit Facilities shall be made to the Prepetition Agent under the Prepetition Senior Credit Facilities (for the benefit of the Prepetition Lenders

thereunder) for all reasonable professional fees and expenses payable to the Prepetition Agent under the Prepetition Senior Credit Facility, including, but not limited to, the reasonable fees and disbursements of (A) Milbank, Tweed, Hadley & McCloy LLP, (B) Delaware counsel for the Prepetition Agent, (C) any other local counsel retained by the Prepetition Agent, (D) Pillsbury Winthrop Shaw Pittman LLP and any other Department of Transportation, Federal Aviation Administration, or other appropriate regulatory counsel, and (E) a financial advisor, FTI Consulting, for the Prepetition Agent; and

- ii. Financial Reporting. The Debtors shall provide the Prepetition Agent with any reporting described herein and [in](#) the DIP Documents.

14. Perfection of Postpetition Liens and Adequate Protection Liens.

(a) The DIP Agent, the Oak Hill Entities, and the Prepetition Agent are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder, in each case without the necessity to pay any mortgage recording fee or similar fee or tax.

Whether or not the DIP Agent, on behalf of itself, the DIP Lenders, and the Oak Hill Entities, and the Prepetition Agent on behalf of the Prepetition Secured Parties shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not subject to challenge, dispute or subordination, ~~at the time and on the date of entry of this Interim Order~~. The Debtors shall, if requested, execute and deliver to the DIP Agent, the Oak Hill Entities, and the

Prepetition Agent all such agreements, financing statements, instruments and other documents as the DIP Agent, Oak Hill Entities, and/or the Prepetition Agent may reasonably request to more fully evidence, confirm, validate, perfect, preserve, and enforce the Postpetition Liens and the Adequate Protection Liens, and all such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A certified copy of this ~~Interim~~Final Order may, in the discretion of the DIP Agent, the Oak Hill Entities and/or the Prepetition Agent, 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~~Final Order for filing and recording.

(c) ~~Upon entry of a Final Order providing for such relief, any~~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 to any governmental entity in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any interest in such lease, license, contract or other agreement or the proceeds thereof, or other postpetition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the transactions granting postpetition liens, any interest in such lease, license, contract or other agreement or the proceeds of any assignment and/or sale thereof by any Debtor in favor of the DIP Agent, on behalf of itself, the DIP Lenders, and the Oak Hill Entities in accordance with the terms of the DIP Documents or this ~~Interim~~Final Order.

15. Access to Collateral. Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Agent, the DIP Lenders, or the Oak Hill Entities contained in this ~~Interim~~Final Order or the DIP Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Documents, ~~upon entry of a Final Order granting such relief~~, upon five (5) business days' written notice to the landlord, lienholder, licensor, or other third-party owner of any leased or licensed premises or intellectual property that an Event of Default under the DIP Documents or a default by any of the Debtors of any of their obligations under this ~~Interim~~Final Order has occurred and is continuing, the DIP Agent (i) may, only subject to any separate agreement by and between the applicable landlord or licensor (the terms of which shall be reasonably acceptable to the parties thereto), enter upon any leased or licensed premises of any of the Debtors for the purpose of exercising any remedy with respect to Collateral located thereon and (ii) subject to applicable law, shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the applicable license and to use any and all trademarks, trade-names, copyrights, licenses, patents or any other similar assets of the Debtors, which are owned by or subject to a lien of any third-party and which are used by the Debtors in their businesses, in either the case of subparagraph (i) or (ii) of this Paragraph without interference from lienholders or licensors thereunder; provided, however, that the DIP Agent shall pay only rent and additional rent, fees, royalties or other obligations of the Debtors that first arise after the DIP Agent's written notice referenced above and that are payable during the period of such occupancy or use by the DIP Agent, as the case may be, calculated on a *per diem* basis. To the extent applicable law prohibits the foregoing access or use of rights, the DIP Agent shall have the right to an expedited hearing on five (5) business days' notice to obtain Court authorization to obtain such access and/or use such rights. Nothing herein shall require

the Debtors or the DIP Agent to assume or assign any lease or license under section 365(a) of the Bankruptcy Code as a precondition to the rights afforded to the DIP Agent in this Paragraph.

16. Cash Management Systems. The Debtors are authorized to maintain their cash management system in a manner consistent with the DIP Documents, and the order of this Court approving the maintenance of the Debtors' cash management system; provided, however, that such order is on terms and conditions (i) reasonably acceptable to the DIP Agent, and (ii) to the extent that it is not inconsistent with the terms specified herein, consistent with the DIP Documents.

17. Automatic Stay Modified. The automatic stay provisions of section 362 of the Bankruptcy Code hereby are vacated and modified without the need for any further order of this Court to allow:

(a) the DIP Agent, whether or not an Event of Default under the DIP Documents has occurred, to require all cash, checks, or other collections or proceeds from Collateral received by any of the Debtors to be deposited in accordance with the requirements of the DIP Documents, and to apply any amounts so deposited and other amounts paid to or received by the DIP Agent and the DIP Lenders under the DIP Documents and to the Oak Hill Entities under the Secured OHAA Payment Obligations, in each case in accordance with any requirements of the DIP Documents without further order of this Court; and

(b) following an Event of Default under the DIP Documents, the DIP Agent is authorized to exercise any and all of its rights and remedies in accordance with the terms of the DIP Documents, and to take all actions required or permitted by the DIP Documents without necessity of further Court orders; provided that the DIP Agent shall

give five (5) business days' prior notice to the Borrower, the U.S. Trustee, the Oak Hill Entities, and the Committee of such action; provided further, however, that this ~~Interim~~Final Order shall not prejudice the rights of any party-in-interest to oppose the exercise of the DIP Agent's, the DIP Lenders', or the Oak Hill Entities' remedies; provided further, that the only issue that may be raised by any entity in opposition thereto shall be whether an Event of Default has in fact occurred and is continuing.

(c) following an "Event of Default" under (and as defined in) the Section 1110 Stipulation, the Oak Hill Entities are authorized to exercise any and all rights they possess under the Section 1110 Stipulation, and to take all actions required or permitted by the Section 1110 Stipulation without necessity of further Court orders; provided that the Oak Hill Entities shall give ~~three~~five (35) business days' prior notice to the Borrower, the U.S. Trustee, the DIP Agent, and the Committee of such action; provided further the foregoing notice period shall not apply to any notice provided by the Oak Hill Entities pursuant to section 1.3 of the escrow agreement governing the Escrow Account (as such term is defined in the Section 1110 Stipulation); provided further, however, that this ~~Interim~~Final Order shall not prejudice the rights of any party-in-interest to oppose the exercise of the Oak Hill Entities' remedies thereunder.

18. Subsequent Reversal or Modification. This ~~Interim~~Final Order is entered pursuant to, *inter alia*, section 364 of the Bankruptcy Code, and Bankruptcy Rules 4001(b) and (c), granting the DIP Lenders and the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations) all protections afforded by section 364(e) of the Bankruptcy Code. If any or all of the provisions of ~~this~~the Interim Order or this Final Order are hereafter reversed, modified, vacated or stayed, that action will not affect (i) the validity of any obligation,

indebtedness or liability incurred hereunder by any of the Debtor to the DIP Agent, the DIP Lenders, and the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations) prior to the date of receipt by the DIP Agent of written notice of the effective date of such action, (ii) the payment of any fees required under ~~this~~the Interim Order or this Final Order or the DIP Documents, and/or (iii) the validity and enforceability of any lien, claim, obligation, or priority authorized or created under ~~this~~the Interim Order or this Final Order or pursuant to the DIP Documents as of such date. Notwithstanding any such reversal, stay, modification, or vacatur, any postpetition indebtedness, obligation or liability incurred by any of the Debtors to the DIP Agent, the DIP Lenders, and/or the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations) prior to written notice being delivered to the DIP Agent of the effective date of such action, shall be governed in all respects by the original provisions of ~~this~~the Interim Order ~~unless the~~and this Final Order ~~has been entered, in which case the~~(provided that in the event of any conflict between the Interim Order and this Final Order, this Final Order shall govern), and the DIP Agent, the DIP Lenders, and the Oak Hill Entities shall be entitled to all the rights, remedies, privileges, and benefits granted ~~herein and~~ in the Interim Order, this Final Order, and DIP Documents and with respect to the Secured OHAA Payment Obligations, the Section 1110 Stipulation, and such order with respect to all such indebtedness, obligations or liability.

19. Restriction on Use of Funds. Notwithstanding anything herein to the contrary, no Collateral, proceeds thereof, Cash Collateral, Prepetition Collateral, proceeds thereof, proceeds of the DIP Financing, any Secured OHAA Payments or any portion of the Carve-Out may be used by any of the Debtors, the Debtors' estates, any Committee, any trustee or examiner appointed in the Chapter 11 Cases or any chapter 7 trustee, or any other person, party or entity to, in any jurisdiction anywhere in the world, directly or indirectly (a) request authorization to obtain postpetition financing (whether equity or debt) or other financial accommodations pursuant to section 364(c) or (d) of the Bankruptcy Code, or otherwise, other than (i) from the DIP Agent or (ii) if such financing is sufficient to indefeasibly pay all DIP Obligations in full in cash and such financing is immediately so used; (b) assert, join, commence, support, investigate, or prosecute any action for any claim, counter-claim, action, cause of action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination, or similar relief against, or adverse to the interests of, in any capacity, the Releasees, with respect to any transaction, occurrence, omission, or action, including, without limitation, (i) any action arising under the Bankruptcy Code; (ii) any so-called "lender liability" claims and causes of action; (iii) any action with respect to the legality, enforceability, validity, extent, perfection, and priority of the DIP Obligations, the Secured OHAA Payment Obligations, the Superpriority Claim, the Adequate Protection Obligations, any and all obligations under the Prepetition Senior Credit Facilities, or any related documents, or the legality, enforceability, validity, extent, perfection, and priority of the Postpetition Liens, the Prepetition Liens, or the Adequate Protection Liens; (iv) any action seeking to invalidate, set aside, avoid, reduce, set off, offset, recharacterize, subordinate (whether equitable, contractual, or otherwise), recoup against, disallow, impair, raise any defenses, cross-claims, or counterclaims or raise any other challenges

under the Bankruptcy Code or any other applicable domestic or foreign law or regulation against or with respect to the Postpetition Liens, the Superpriority Claim, the Prepetition Liens, the Adequate Protection Obligations, or any other obligations under the Prepetition Senior Credit Facilities in whole or in part; (v) any action seeking to appeal or otherwise challenge ~~this~~the Interim Order, this Final Order, the DIP Documents, the Secured OHAA Payment Obligations, or, ~~following entry of the Stipulation Approval Order,~~ the Section 1110 Stipulation ~~(solely with respect to the Secured OHAA Payment Obligations),~~ or any of the transactions contemplated herein or therein; and/or (vi) any action that has the effect of preventing, hindering, or delaying (whether directly or indirectly) the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, and the Prepetition Secured Parties in respect of their liens and security interests in the Collateral or the Prepetition Collateral or any of their rights, powers, or benefits hereunder or in the Prepetition Credit Agreement, the DIP Documents, or, ~~following entry of the Stipulation Approval Order,~~ the Section 1110 Stipulation (solely with respect to the Secured OHAA Payment Obligations), anywhere in the world; and/or (c) pay any claim of a prepetition creditor except in accordance with the DIP Documents; provided, however, that the Committee may use (in accordance with the DIP Documents) up to \$25,000 (the “Investigation Fund”) to investigate the liens and claims against the Prepetition Agent and Prepetition Secured Parties under the Prepetition Documents under this ~~Interim~~Final Order but may not use the Investigation Fund to initiate, assert, join, commence, support, or prosecute any actions or discovery with respect thereto. For the avoidance of doubt, any and all claims (x) incurred by the Committee in excess of the Investigation Fund or (y) incurred by any professional persons or any party on account of professional fees and expenses that exceed the applicable amounts set forth in the Approved Budget shall not constitute an allowed administrative expense claim for

purposes of section 1129(a)(9)(A) of the Bankruptcy Code, and such claims shall not be satisfied by the Carve-Out, Collateral (including, without limitation, any Cash Collateral), proceeds of the Secured OHAA Payment Obligations or proceeds of the New Money Loans and shall be satisfied solely from unencumbered assets reducing recoveries to the holders of unsecured claims (other than any deficiency claim held by the Prepetition Lenders). The DIP Agent, the DIP Lenders, and the Oak Hill Entities reserve the right to object to, contest or otherwise challenge any claim incurred in connection with any activities described in subclause (b) of this Paragraph 19 (other than as permitted in connection with the Investigation Fund in an amount not exceeding such Investigation Fund) on the ground that such claim should not be allowed, treated or payable as an administrative expense claim for purposes of section 1129(a)(9)(A) of the Bankruptcy Code.

20. Priming and Subordination of Liens. Notwithstanding anything to the contrary herein, all liens on the Collateral of the Debtors and their estates in existence on the date hereof (other than the Permitted Liens) shall be primed by the Postpetition Liens and the Adequate Protection Liens, and shall be subordinate to the Postpetition Liens and the Adequate Protection Liens.

21. Claims Stipulation Investigation Period Reservation of Rights. Except as expressly set forth below in the immediately following sentence, the stipulations set forth in Paragraph E of this ~~Interim~~Final Order (together the “Claims Stipulation”) and all of the terms and conditions hereof shall be irrevocably binding on all persons and entities. Notwithstanding anything herein or in the DIP Documents to the contrary, the Committee, if formed, shall have 60 days from the date it is formed, and all other parties in interest shall have 75 days from the Petition Date (in each case, as such date may be extended by the Required Lenders or by the

Court for cause shown, the “Investigation Termination Date”), to investigate the accuracy of the Claims Stipulation;⁷ provided, however, that nothing contained in this Paragraph shall alter the restrictions contained in Paragraph 19 hereof. Any assertion of claims or causes of action of the Debtors or their estates against any of the Prepetition Agent or the Prepetition Secured Parties must be made by, on or before the Investigation Termination Date, (i) filing a motion to obtain standing to pursue such an action (which motion attaches the complaint or pleading that would initiate such action) and (ii) subject to obtaining standing, timely commencing an adversary proceeding. Each Claims Stipulation shall remain binding and in full force and effect until a final order has been entered invalidating such Claims Stipulation, and following the entry of such a final order, such Claims Stipulation shall be invalidated only to the extent provided for in such final order. If no such action or motion is filed on or before the Investigation Termination Date, all persons and entities shall be forever barred from bringing or taking such action and the Claims Stipulations shall be permanently and irrevocably binding upon all persons and entities. Any Claims Stipulation that is not expressly challenged in an adversary proceeding (or with respect to which authority to obtain standing has not been requested as set forth above) before the Investigation Termination Date shall remain in full force and effect and shall permanently and irrevocably bind all entities and persons, despite the filing of any other adversary proceeding or motion in accordance with this Paragraph. Notwithstanding anything to the contrary herein, if prior to the Investigation Termination Date the Chapter 11 Cases are converted to chapter 7 or if a trustee is appointed in the Chapter 11 Cases, the Investigation Termination Date shall be extended for an additional 60 days from the date of the conversion of the Chapter 11 Cases to chapter 7 or the date of the appointment of the chapter 11 trustee, as applicable.

⁷ Nothing herein shall be interpreted as conferring on any person or entity standing to pursue any claim, cause of action or any other action on behalf of the Debtors or their respective estates or any of the other Debtors.

22. Collateral Rights. Except as expressly permitted in this ~~Interim~~Final Order or the DIP Documents, in the event that any person or entity that holds a lien or security interest in Collateral of the Debtors' estates, or Prepetition Collateral that is junior and/or subordinate to the Postpetition Liens in such Collateral or Prepetition Collateral receives or is paid the proceeds of such Collateral or Prepetition Collateral, or receives any other payment with respect thereto from any other source, prior to indefeasible satisfaction of all DIP Obligations under the DIP Documents and the Prepetition Obligations under the Prepetition Credit Agreement, and termination of the Commitments in accordance with the DIP Documents and the Prepetition Credit Agreement, and the indefeasible satisfaction of the Secured OHAA Payment Obligations, such junior or subordinate lienholder shall be deemed to have received, and shall hold, the proceeds of any such Collateral of the Debtors' estates, in trust for the benefit of the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent and the Prepetition Lenders and shall immediately turn over such proceeds to the DIP Agent for application in accordance with the DIP Documents and this ~~Interim~~Final Order.

23. Section 1110 Matters.

(a) No Waiver of Section 1110 Beneficiary Rights. Nothing in this ~~Interim~~Final Order, the DIP Loan Agreement and/or the other DIP Loan Documents (i) shall constitute a waiver, forbearance or adjudication of the rights of any secured party, lessor or vendor, or of any trustee, agent or controlling party for any such entity (including, without limitation, any servicer or beneficial owner of any lessor and including any secured party, lessor or vendor under any aircraft lease or mortgage) (in each case, an "1110 Beneficiary") under section 1110 of the Bankruptcy Code; or (ii) shall prejudice, limit or otherwise affect any

rights of any 1110 Beneficiary or other entity under section 1110 of the Bankruptcy Code, all of which rights are expressly preserved.

(b) **Limitation on Liens in Excluded Section 1110 Assets.** Notwithstanding any provision to the contrary in this ~~Interim~~Final Order, the DIP Loan Agreement and/or the other DIP Loan Documents, to the extent prohibited or restricted under any Section 1110 Agreement (as defined below), the DIP Agent, DIP Lenders, the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations) , the Prepetition Agent and the Prepetition Lenders and the other Pre-Petition Secured Parties (I) shall not by this ~~Interim~~Final Order, the DIP Loan Agreement and/or the other DIP Loan Documents be granted liens on, or security interests in, (i) any of the Excluded Section 1110 Assets (as defined below), (ii) any lease of, or any Debtor's leasehold interest in, the Excluded Section 1110 Assets, or (iii) any other property or Section 1110 Agreement which is subject to the rights of an 1110 Beneficiary under section 1110 of the Bankruptcy Code; (II) shall not be listed as a loss payee, as an additional insured or contract party on any insurance policy which the Debtors are obligated to any 1110 Beneficiary to obtain or maintain on or with respect to any Excluded Section 1110 Assets, except to the extent that the Prepetition Agent was so listed as of the Petition Date; (III) shall not, by virtue of this ~~Interim~~Final Order, the DIP Loan Agreement and/or the other DIP Loan Documents, be entitled to exercise, assert or otherwise have the benefits of any rights or interests of any Debtor under any lease of the Excluded Section 1110 Assets or property described in clause (I) of this Paragraph, including rights, or interests in, or to any sums payable to, any Debtor under any lease of the Excluded Section 1110 Assets with a Section 1110 Beneficiary or property described in clause (I) of this Paragraph and rights or interests in

or to any property held under such lease; (IV) shall not be given, and the Debtors likewise shall not place, placards or other indicia of security interests or liens in or on any Excluded Section 1110 Assets or property described in clause (I) above in favor of the DIP Agent, DIP Lenders, the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations), the Prepetition Agent and the Prepetition Lenders and/or the other Pre-Petition Secured Parties; and (V) to the extent that any liens are granted hereunder in any Excluded Section 1110 Assets or Section 1110 Agreements, such liens shall be “silent” liens such that none of DIP Agent, DIP Lenders, the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations), the Prepetition Agent and the Prepetition Lenders and the other Pre-Petition Secured Parties shall have the right to exercise any remedies with respect thereto until the obligations under the relevant Section 1110 Agreements have been satisfied and paid in full; provided, however, that the proceeds, if any, received by any Debtor on account of any Excluded Section 1110 Asset shall be subject to the Postpetition Liens and the Adequate Protection Liens.

(c) For purposes of this Paragraph 23, the following capitalized terms shall have the following ascribed meanings:

(i) the term “Section 1110 Agreement” shall mean any agreement related to the Excluded Section 1110 Assets, including, without limitation, security agreements, mortgages, trusts, leases, conditional sale agreements or other instruments applicable to such Excluded Section 1110 Assets, the uncured breach of which (assuming that any applicable cure period expires and/or notice

is given) would entitle a Section 1110 Beneficiary to the benefits of section 1110(c) of the Bankruptcy Code; and

(ii) the term “Excluded Section 1110 Asset” shall mean any interest of the Debtors in (A) any equipment described in section 1110(a)(3) of the Bankruptcy Code and any substitutions, renewals and replacements thereof, and any improvements, accessions and accumulations incident thereto, (B) any other asset with respect to which the granting of any lien would cause a default, directly or indirectly, of any Section 1110 Agreement and (C) any deposit, maintenance reserve or other reserve delivered by or on behalf of any Debtor to a Section 1110 Beneficiary in connection with the purchase, finance or lease of an Excluded Section 1110 Asset, to the extent that there is a restriction or prohibition in the related Section 1110 Agreement on the granting of any liens or assignments; provided that the Postpetition Liens and Adequate Protection Liens shall attach automatically to any reversionary or residual interest any Debtor may have in such deposit or reserve upon the satisfaction of the obligations secured thereby.

24. Prohibition on Additional Liens. Except as provided in the DIP Documents

and/or this ~~Interim~~Final Order, the Debtors shall be enjoined and prohibited from, at any time during the Chapter 11 Cases until such time as the DIP Obligations have been indefeasibly paid in full and the Secured OHAA Payment Obligations have been indefeasibly paid in full, granting liens on the Collateral or any portion thereof to any other entities, pursuant to section 364(d) of the Bankruptcy Code or otherwise, which liens are senior to, or *pari passu* with, the Postpetition Liens, the Adequate Protection Liens, and the Prepetition Liens.

25. No Waiver. This ~~Interim~~Final Order shall not be construed in any way as a waiver or relinquishment of any rights that the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, or the other Prepetition Secured Parties may have to bring or be heard on any matter brought before this Court. Nothing herein shall impair any rights of setoff or recoupment of the United States, subject to any defenses the Debtors may have in respect thereof.

26. Sale/Conversion/Dismissal/Plan.

(a) The proceeds of any sale of the ownership of the stock of the Debtors or their affiliates or the sale of all or substantially all of the assets of the Debtors under section 363 of the Bankruptcy Code shall be used to satisfy in cash the DIP Obligations and the Secured OHAA Payment Obligations in accordance with and to the extent provided for under the DIP Documents.

(b) Notwithstanding the entry of any order dismissing or converting any of these cases (under sections 305 or 1112 of the Bankruptcy Code or otherwise) or an order appointing a chapter 11 trustee or an examiner with expanded powers, (i) the Postpetition Liens, Superpriority Claim, and the Adequate Protection Obligations granted hereunder and in the DIP Documents shall continue in full force and effect, remain binding on all parties-in-interest, and maintain their priorities as provided in this ~~Interim~~Final Order until all DIP Obligations and Adequate Protection Obligations are indefeasibly and completely satisfied and the commitments under the DIP Documents are terminated in accordance with the DIP Documents and the Secured OHAA Payment Obligations shall have been indefeasibly and completely satisfied in full and the obligation of the Oak Hill Entities to make Secured OHAA Payments is terminated in accordance with the Section

1110 Stipulation, (ii) to the extent permitted by applicable law, this Court shall retain jurisdiction, notwithstanding such dismissal, for purposes of enforcing the Postpetition Liens, the Adequate Protection Liens, the Superpriority Claims, and the Adequate Protection Obligations, and (iii) all postpetition indebtedness, obligations or liability incurred by any of the Debtors to the DIP Agent, the DIP Lenders, the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations), the Prepetition Agent, the Prepetition Lenders and the Prepetition Secured Parties prior to the date of such order, including, without limitation, the DIP Obligations and the Secured OHAA Payment Obligations, shall be governed in all respects by the original provisions of ~~this~~the Interim Order ~~unless the~~and this Final Order ~~has been entered, in which case~~ the (provided that in the event of any conflict between the Interim Order and this Final Order, this Final Order shall govern), and the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits granted herein and in the DIP Documents with respect to all such indebtedness, obligations or liability.

27. Priority of Terms. To the extent of any conflict between or among (a) the express terms or provisions of any of the DIP Documents, the Motion, any other order of this Court, or any other agreements, on the one hand, and (b) the terms and provisions of this ~~Interim~~Final Order, on the other hand, unless such term or provision herein is phrased in terms of “as defined in” or “as more fully described in” the DIP Documents or words of similar import, the terms and provisions of this ~~Interim~~Final Order shall govern.

28. No Third-Party Beneficiary. Except as explicitly set forth herein, no rights are created hereunder for the benefit of any third-party, any creditor or any direct, indirect or incidental beneficiary.

29. Rights Under Sections 363(k) and 1129(b). ~~Subject to entry of the Final Order,~~ the~~The~~ full amount of the DIP Obligations, the Secured OHAA Payment Obligations, and, ~~subject to entry of the Final Order,~~ the Prepetition Obligations may be used to “credit bid” for the assets and property of the Debtors as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same and whether such sale is effectuated through section 363(k) and/or section 1129(b) of the Bankruptcy Code or otherwise because, among other things, the denial of such rights would result in the Prepetition Obligations not receiving the indubitable equivalent of their claims. The Oak Hill Entities shall be the sole parties entitled to “credit bid” with respect to the Secured OHAA Payment Obligations.

30. Proofs of Claim. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, none of the Prepetition Agent, any Prepetition Lender or any of the Prepetition Secured Parties shall be required to file any proof of claim with respect to any of the Prepetition Obligations or any obligations hereunder, all of which shall be due and payable in accordance with the Prepetition Credit Agreement or this ~~Interim~~Final Order, as applicable, without the necessity of filing any such proof of claim, and the failure to file any such proof of claim shall not affect the validity or enforceability of any of the Prepetition Credit Agreement, this ~~Interim~~Final Order, the Prepetition Obligations or any other obligations hereunder, or prejudice or otherwise adversely affect the Prepetition Secured Parties’ rights, remedies, powers, or privileges under the Prepetition Credit Agreement or this ~~Interim~~Final Order; provided that, for the avoidance of doubt, the filing of any proof of claim by the Prepetition Agent shall not in

any way prejudice or otherwise adversely affect the Prepetition Secured Parties' rights, remedies, powers, or privileges under the Prepetition Credit Agreement or this ~~Interim~~Final Order.

31. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this ~~Interim~~Final Order.

~~32. Final Hearing Date. The Final Hearing to consider the entry of the Final Order approving the relief sought in the Motion shall be held on October 25, 2012 at 1:00 p.m. (Prevailing Eastern Time) before the Honorable Christopher S. Sontchi at the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801.~~

~~32.~~ 33. No Consent. No action, inaction or acquiescence by the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, or the Prepetition Secured Parties, including funding the Debtors' ongoing operations under this ~~Interim~~Final Order, shall be deemed to be or shall be considered as evidence of any alleged consent by the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, or the Prepetition Secured Parties to a charge against the Collateral pursuant to section 506(c), 552(b) or 105(a) of the Bankruptcy Code. The DIP Agent, the DIP Lenders, ~~and~~ the Oak Hill Entities ~~shall not (and subject to the Final Order~~, the Prepetition Agent, the Prepetition Lenders, and the Prepetition Secured Parties shall not) be subject in any way whatsoever to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral. ~~Subject to entry of the Final Order, the~~The "equities of the case" exception of section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Agent, the Prepetition Lenders, or the Prepetition Secured Parties with respect to the Prepetition Credit Agreement and/or the Collateral.

33. ~~34. Waiver.~~ Effective upon entry of the Final Order, no person or entity shall be entitled, directly or indirectly, to, except as expressly provided by Paragraph 5 of this ~~Interim~~Final Order with respect to the Carve-Out, charge or recover from the Collateral, whether by operation of section 506(c) of Bankruptcy Code, sections 105 or 552(b) of the Bankruptcy Code, or otherwise, or direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of Collateral or Property after an Event of Default under the DIP Documents, or termination or breach under the DIP Documents or this ~~Interim~~Final Order or the Section 1110 Stipulation.

34. ~~35. No Novation.~~ None of the transactions authorized by this ~~Interim~~Final Order (including without limitation the execution of the DIP Loan Agreement and the OHAA Payments) shall constitute a novation under any applicable law.

35. Adequate Notice. The notice given by the Debtors of the Final Hearing was given in accordance with Bankruptcy Rules 2002 and 4001(c)(2), and the Local Bankruptcy Rules, and was adequate and sufficient. Under the circumstances, no further notice of the request for the relief granted at the Final Hearing is required.

~~36. Reimbursement to OHAA; Cure Payments. Southern Air acknowledges its obligation to reimburse OHAA for all other rent or scheduled maintenance payments made by OHAA on the 777 Leases during the period from September 21, 2012 through and including the date of entry of this Interim Order, including the monthly rent payment made by OHAA on September 21, 2012, in the amount of \$1,616,996.26 in connection with the 777 Leases (the "Paid Rent", all payments collectively, the "Prepaid Amounts") and Southern Air shall repay to OHAA \$1,575,329.60 in cash on account of the Paid Rent within two business days of approval~~

~~of the Interim DIP Order, plus all other Prepaid Amounts due and owing as of the date of this Interim Order.~~

~~37. Adequate Notice. The notice given by the Debtors of the Interim Hearing was given in accordance with Bankruptcy Rules 2002 and 4001(c)(2), and the Local Bankruptcy Rules, and was adequate and sufficient. Under the circumstances, no further notice of the request for the relief granted at the Interim Hearing is required. The Debtors shall promptly mail copies of this Interim Order and notice of the Final Hearing to (i) the Notice Parties (as defined below); (ii) the top thirty (30) unsecured creditors of the Debtors; (iii) the Internal Revenue Service; (iv) the Securities and Exchange Commission; (v) the U.S. Attorney's Office; (vi) the Attorney General for the State of Delaware; (vii) any known entity affected by the terms of the Final Order; and (viii) any other entity requesting notice under Bankruptcy Rule 2002 after the entry of this Interim Order. Any objection to the relief sought at the Final Hearing shall be made in writing setting forth with particularity the grounds thereof, and filed with the Court and served so as to be actually received no later than seven (7) days prior to the Final Hearing by the following: (A) counsel to the Debtors, counsel to the Debtors, Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Brian S. Rosen, Esq, fax: (212) 310-8007, email: brian.rosen@weil.com, with a copy to Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn: M. Blake Cleary, Esq., fax: (302) 571-1253, email: mbleary@yest.com (B) counsel to the DIP Agent and Prepetition Agent, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005, Attn: Matthew S. Barr and Samuel Khalil, fax: (212) 822-5915, e-mail: mbarr@milbank.com and skhalil@milbank.com, with a copy to Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, DE 19801, Attn: Mark D. Collins and Katherine L. Good; (C) counsel to the Oak Hill Entities, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York, Attn: Stephen J. Shimshak and Kelley A. Cornish, fax: (212) 373-3990,~~

~~with a copy to Cozen O'Connor, 1201 North Market Street, Suite 1400, Wilmington, Delaware 19801, Attn: Mark E. Felger; (D) the Office of the United States Trustee, J. Caleb Boggs Federal Bldg., 844 North King Street, Room 2207, Lockbox 35, Wilmington, DE 19801; and (E) any counsel to the Committee, if one has been appointed (collectively, the "Notice Parties").~~

36. ~~38.~~ Binding Effect; Successors and Assigns. The DIP Documents and the provisions of this ~~Interim~~Final Order, including all findings herein, shall be binding upon all parties-in-interest in these Chapter 11 Cases, including, without limitation, the Debtors, the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Secured Parties, the Adequate Protection Parties, any Committee or examiner appointed in these Chapter 11 Cases, and the Debtors, and their respective successors and assigns (including any trustee or fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in these Chapter 11 Cases, in any Successor Cases, or upon any dismissal of any such chapter 11 or chapter 7 case and shall inure to the benefit of the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Adequate Protection Parties, and the Debtors, and their respective successors and assigns; provided, however, that the consent of the DIP Agent, the DIP Lenders, the Oak Hill Entities, the Prepetition Agent, the Prepetition Lenders, and the Prepetition Secured Parties to permit the use of Cash Collateral hereunder and the agreement of the DIP Agent and the DIP Lenders to extend financing under the DIP Documents and the Oak Hill Entities' agreement to provide the Secured OHAA Payments shall terminate upon the appointment of any chapter 7 or 11 trustee, examiner with expanded powers, or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Loan Agreement, a promissory note, or otherwise), to permit the use of Cash Collateral, to incur the Secured OHAA

Payment Obligations, or in exercising any rights or remedies as and when permitted pursuant to this ~~Interim~~Final Order, the DIP Documents or the Section 1110 Stipulation, the DIP Agent, the DIP Lenders, the Oak Hill Entities (solely with respect to the Secured OHAA Payment Obligations), the Prepetition Agent, the Prepetition Lenders, the Prepetition Secured Parties and the Adequate Protection Parties shall not (i) ~~subject to entry of the Final Order,~~ be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates. Except as expressly provided in Paragraph 21 of this ~~Interim~~Final Order, each stipulation, admission and agreement contained in this ~~Interim~~Final Order shall also be binding upon all persons and entities under all circumstances and for all purposes.

37. ~~39.~~ Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this ~~Interim~~Final Order according to its terms.

Dated: Wilmington, Delaware
~~[_____], 2012~~

October __, 2012

UNITED STATES BANKRUPTCY JUDGE

~~4822-2313-8321, v. 12~~