IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
VALERITAS HOLDINGS, INC., *et al.*, [1]	Case No. 20-10290 (LSS)
Debtors.	Jointly Administered
	Re: D.I. 16, 65, 66, 181, 230

CERTIFICATION OF COUNSEL WITH RESPECT TO STIPULATION TO AMEND FINAL DEBOR-IN-POSSESSION FINANCING AND CASH COLLATERAL ORDER PURSUANT TO LOCAL RULE 9013(k)

I, Maris J. Kandestin, the undersigned counsel to the above-captioned debtors and debtors in possession (collectively, the "Debtors"), hereby certifies as follows:

1. On March 13, 2020, this Court entered the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [D.I. 181] (the "Final DIP Order").[2]

2. On March 20, 2020, this Court entered the *Order Granting Motion of the Debtors to Approve Amended Settlement Agreement Among the Debtors, CRG Servicing LLC as Agent for the Prepetition Lender, the Prepetition Lenders, and the Official Committee of Unsecured*

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Valeritas Holdings, Inc. (8907); Valeritas, Inc. (1056); Valeritas Security Corporation (9654); Valeritas US, LLC (0007). The corporate headquarters and the mailing address for the debtors is 750 Route 202 South, Suite 600, Bridgewater, New Jersey 08807.

[2] Capitalized terms not otherwise defined herein shall have the same meaning herein as ascribed to such terms in the Final DIP Order.

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Creditors [D.I. 230] (the "9019 Order"), approving the Amended Settlement Agreement (as that term is defined in the 9019 Order).

3. Paragraph 66 of the Final DIP Order contemplated (a) the filing of the Amended Settlement Agreement for Court approval, and (b) provided that the Amended Settlement Agreement would govern the Prepetition Secured Parties' rights and claims following the repayment in full of the DIP Obligations and termination of the DIP Facility (the "Post-DIP Rights"). The 9019 Order was entered by this Court one week after the Final DIP Order was entered.

4. The Debtors, the Prepetition Secured Parties, and the Committee desire to enter into an amendment to the Final DIP Order to incorporate those provisions of the Amended Settlement Agreement that govern the use of the Prepetition Secured Parties' Cash Collateral subsequent to the Closing of the Sale and the indefeasible payment in full in cash of the DIP Obligations.[3]

5. Rule 9013(k) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware provides that a request to amend an order of this Court may be made "by filing a stipulation to amend, signed by all interested parties."

6. The Debtors, the DIP Lender, the Prepetition Secured Parties, and the Committee have executed that certain *Stipulation to Amend Final Debtor in Possession Financing and Cash Collateral Order Pursuant to Local Rule 9013(k)* (the "Stipulation"), a copy of which is attached hereto as Exhibit A, consenting to the amendment of the Final DIP Order as set forth in the Amendment to Final DIP Order (the "Final DIP Order Amendment"), attached hereto as Exhibit B.

[3] Paragraphs 14 and 57 of the Final DIP Order require the DIP Lender's consent to any amendments of, or modifications to, the Final DIP Order.

7. The Debtors have provided a copy of the Final DIP Order Amendment to the Office of the United States Trustee for Region 3, which has advised that it has no objection to entry of the Final DIP Order Amendment.

8. Based on the foregoing, the Debtors respectfully request that this Court enter the Final DIP Order Amendment substantially in the form attached hereto as Exhibit B.

Dated: April 1, 2020
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Maris J. Kandestin

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-and-

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Counsel to the Debtors and Debtors in Possession

Exhibit A

Stipulation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11 Case No. 20-10290 (LSS)
VALERITAS HOLDINGS, INC., *et al.*, [1]	Jointly Administered
Debtors.	

STIPULATION TO AMEND FINAL DEBOR-IN-POSSESSION FINANCING AND CASH COLLATERAL ORDER PURSUANT TO LOCAL RULE 9013(k)

This stipulation (the "Stipulation") is entered into on this 1st day of April, 2020, by and among the above-captioned debtors and debtors in possession (collectively, the "Debtors"), HB Funding LLC (the "DIP Lender"), CRG Servicing LLC, on behalf of itself and the other prepetition secured parties (collectively, the "Prepetition Secured Parties"), and the Official Committee of Unsecured Creditors appointed in these chapter 11 cases (the "Committee"). The Parties hereby stipulate and agree as follows:

WHEREAS, by final order, dated March 13, 2020 [D.I. 181] (the "Final DIP Order"),[2] the Court authorized the Debtors to, among other things, obtain post-petition financing under the DIP Facility and use the DIP Lender's and the Prepetition Secured Parties' Cash Collateral;

WHEREAS, on March 20, 2020, the Court entered an order [D.I. 230] (the "9019 Order"), approving that certain *Amended Settlement Agreement*, dated March 6, 2020, by and among the

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Valeritas Holdings, Inc. (8907); Valeritas, Inc. (1056); Valeritas Security Corporation (9654); Valeritas US, LLC (0007). The corporate headquarters and the mailing address for the debtors is 750 Route 202 South, Suite 600, Bridgewater, New Jersey 08807.

[2] Capitalized terms not otherwise defined herein shall have the same meaning herein as ascribed to such terms in the Final DIP Order.

Debtors, the Prepetition Secured Lenders, and the Committee providing for, among other things, the use of the Prepetition Secured Parties' Cash Collateral after the Closing of the Sale;

WHEREAS, paragraph 66 of the Final DIP Order contemplated (a) the filing of the Amended Settlement Agreement for Court approval, and (b) provided that the Amended Settlement Agreement would govern the Prepetition Secured Parties' rights and claims following the repayment in full of the DIP Obligations and termination of the DIP Facility (the "Post-DIP Rights");

WHEREAS, the 9019 Order was entered by the Bankruptcy Court one week after the Final DIP Order was entered;

WHEREAS, paragraphs 14 and 57 of the Final DIP Order require the DIP Lender's consent to any amendments of, or modifications to, the Final DIP Order; and

WHEREAS, the Debtors, the Prepetition Secured Lenders, and the Committee (collectively, the "Parties") desire to undertake, and the DIP Lender consents to, an amendment to the Final DIP Order forth (the "Final DIP Order Amendment") to provide for the Debtors' use of the Prepetition Secured Parties' Cash Collateral in accordance with the Amended Settlement Agreement after Closing of the Sale and indefeasible payment in full in cash of the DIP Obligations;

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto stipulate and agree to amend the Final DIP Order pursuant to rule 9013(k) of the Local Bankruptcy Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware solely as set forth in the Final DIP Order Amendment attached hereto as Exhibit 1.

IN WITNESS WHEREOF, the Parties have executed this Stipulation as of the date first set forth above.

DLA PIPER LLP (US)

By: */s/ Maris J. Kandestin*

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Proposed Counsel to the Official Committee of Unsecured Creditors

Exhibit 1

Final DIP Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
VALERITAS HOLDINGS, Inc., et al.,	:	Case No. 20-10290 (LSS)
Debtors.[1]	:	(Jointly Administered)
	:	**Re: D.I. 16, 65, 66, 181, 230**

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

Upon the Certification of Counsel, dated March 31, 2020 (the "Certification") of DLA Piper LLP (US) requesting approval of this amendment (the "Amendment") to the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [D.I. 181] (the "Final DIP Order")[2] pursuant to rule 9013(k) of the Local Bankruptcy Rules; and based upon the findings and conclusions set forth in the Final Order, the Motion and the record before the Bankruptcy Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Valeritas Holdings, Inc. (8907); Valeritas, Inc. (1056); Valeritas Security Corporation (9654); Valeritas US, LLC (0007). The corporate headquarters and the mailing address for the debtors is 750 Route 202 South, Suite 600, Bridgewater, New Jersey 08807.

[2] Capitalized terms used but not defined in this Order shall have the meaning ascribed to such terms in the Final DIP Order.

IT IS HEREBY ORDERED THAT:

1. Final DIP Order Supplemented. The Final DIP Order remains in effect and shall be supplemented by this Amendment, as applicable. In the event of a conflict between this Amendment and the Final DIP Order, (a) prior to the Closing of the Sale and the indefeasible payment in full in cash of the DIP Obligations, the Final DIP Order shall govern, and (b) after the Closing of the Sale and the indefeasible payment in full in cash of the DIP Obligations, this Amendment shall govern.

2. Authorization to Use Prepetition Secured Parties' Cash Collateral Post-Sale Closing. Subject to the terms and conditions of the Final Order, and upon the Closing of the Sale and indefeasible payment in full in cash of the DIP Obligations, and in accordance with the Approved Post-Sale Budget (as defined below) and the Amended Settlement Agreement approved by this Court's order dated March 20, 2020 [D.I. 230] (the "Amended Settlement Agreement"), the Debtors are authorized to use the Prepetition Secured Parties' Cash Collateral until the Post-Sale Termination Date (as defined in paragraph 3 below) as follows:

(i) The Debtors shall, at the Closing of the Sale or as soon thereafter as is reasonably practicable, after indefeasible payment in full in cash of the DIP Obligations, use the proceeds of the Sale to (a) pay into the Estate Professional Fee Escrow any transaction fee earned by Lincoln International pending allowance by the Court (the "Transaction Fee"), (b) pay allowed cure costs in excess of $1,500,000; (c) pay accrued payroll; (d) fund a Revised Administrative Escrow (as defined below); and (d) pay the remaining Sale proceeds ("Net Sale Proceeds") to the Prepetition Secured Parties and fund the "Plan Escrow" in accordance with subsection (ii) below.

(ii) If the Net Sale Proceeds are:

a. equal to or greater than $6,000,000, then eighty-five (85%) percent of such Net Sale Proceeds shall be paid to the Prepetition Secured Parties

on account of the CRG Secured Claim (as defined in the Amended Settlement Agreement) by wire transfer of immediately available funds and the remaining fifteen (15%) percent of such Net Sale Proceeds shall be placed in escrow with the Debtors, subject to the Prepetition Secured Parties' continuing liens and security interests, for the benefit of holders of allowed unsecured claims under a chapter 11 plan of liquidation for the Debtors (the "Plan Escrow"), or

b. less than $6,000,000, then ninety (90%) percent of such Net Sale Proceeds shall be paid to the Prepetition Secured Parties on account of the CRG Secured Claim by wire transfer of immediately available funds and the remaining ten (10%) percent of such Net Sale Proceeds shall be placed in the Plan Escrow.

(iii) The term "Approved Post-Sale Budget" shall mean a budget setting forth the use of the cash deposited in the Revised Administrative Escrow allocated for (a) Debtors' wind down costs, (b) KEIP/KERP payments consistent with this Court's order approving such programs [D.I. 168] (which amounts shall be paid at Closing), and (c) post-petition ordinary course administrative expenses all of which shall be consistent with the terms of the Amended Settlement Agreement, which budget shall be shared with the Prepetition Secured Parties (subject to their reasonable consent, not to be unreasonably withheld) and the Committee prior to finalization.

(iv) The term "Revised Administrative Escrow" shall mean designated funds, in the currently estimated aggregate amount of $4,619,950, to be allocated for the payment of (a) up to $2,200,000 for incurred but unpaid post-petition administrative expenses, (b) $950,000 for the Debtors' wind down costs ($150,000 of which shall be used to fund a creditors' trust (the "Creditors' Trust") under a plan of liquidation for the Debtors and $800,000 of which shall be used for costs incurred by the Debtors post-Closing of the Sale, including in furtherance of confirming and effectuating such plan), (c) remaining KEIP/KERP payments consistent with this Court's order approving such programs [D.I. 168], currently anticipated to be $469,950 (including withholding taxes), (d) allowed administrative claims (including section 503(b)(9) claims) in the amount of $500,000, and (e) $500,000 to be allocated as the Committee and the Prepetition Secured Parties

agree, which Revised Administrative Escrow remains subject to the Prepetition Lenders' continuing liens and security interests.

(v) The Revised Administrative Escrow shall be and shall be deemed to be separate from the Estate Professional Fee Escrow (as defined in Paragraph 31 of the Final DIP Order) and nothing in this paragraph 2 shall affect funding or use of the Estate Professional Fee Escrow.

(vi) Debtors shall deliver to the Prepetition Agent, on behalf of the Prepetition Secured Parties, and the Committee within five (5) business days after the close of each weekly period after the Closing of the Sale, a report showing the comparisons of the cash actually used for each line item against such line item in the Approved Post-Sale Budget.

(vii) In no event shall (a) the Debtors be authorized to use any Prepetition Secured Parties' Cash Collateral in excess of the amounts specified in this paragraph 2 without the Prepetition Secured Parties' prior written consent or (b) the Creditors' Trust be authorized to use the funds deposited in the Plan Escrow until the date a chapter 11 plan of liquidation for the Debtors becomes effective.

(viii) Use of the Prepetition Secured Parties' Cash Collateral after the Closing of the Sale in accordance with this Final DIP Order shall be deemed to have been allowed in good faith by the Prepetition Secured Parties within the meaning of section 363(m) of the Bankruptcy Code and entitled to the protections of Section 363(m) of the Bankruptcy Code, to the extent applicable.

(ix) After the Maturity Date and the indefeasible payment in full in cash of the DIP Obligations, the Debtors shall be authorized to use the Cash Collateral in accordance with the Approved Post-Sale Budget, this Amendment, and the applicable terms of the Final DIP Order.

3. Events of Default/Rights and Remedies Post-Sale Closing.

(i) Upon and after indefeasible payment in full in cash of the DIP Obligations and termination of the DIP Facility, the occurrence of any of the following events, unless waived by the Prepetition Secured Parties in writing, shall constitute an event of default (collectively, the "Post-Sale Events of Default"): (a) the failure of the Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants or obligations under this Amendment and the Final Order, as applicable; (b) the failure of the Debtors to file a motion seeking approval of a combined disclosure statement and plan reasonably satisfactory to the Prepetition Secured Parties on or before April 8, 2020; or (c) the failure of a plan of liquidation for the Debtors, reasonably satisfactory to the Prepetition Secured Parties, to become effective on or before June 30, 2020.

(ii) Immediately upon the occurrence and during the continuation of an Event of Default, without any application, motion or notice to, hearing before, or order from the Bankruptcy Court, the Prepetition Secured Parties may (a) notify counsel to the Debtors, by electronic mail (or other electronic means), counsel to the Committee and the U.S. Trustee that the Prepetition Secured Parties have terminated, reduced or restricted the Debtors' use of the Prepetition Secured Parties' Cash Collateral, wherever held, whether in escrow or otherwise, which notification (the "Default Notice") shall become effective three (3) Business Days after delivery thereof (the "Post-Sale Termination Date"), and (b) upon the Default Notice becoming effective, file a motion to cause these Chapter 11 Cases to be converted to cases under chapter 7 of the Bankruptcy Code.

4. Adequate Protection Reservation. For the avoidance of doubt, upon the indefeasible payment in full in cash of the DIP Obligations and termination of the DIP Facility in accordance with the terms hereof, the Prepetition Secured Parties shall, as adequate protection for

the use of their Cash Collateral after the Closing of the Sale, continue to have Replacement Liens on the DIP Collateral, including, without limitation, the Debtors' causes of action, including causes of action pursuant to Chapter 5 of the Bankruptcy Code, and the proceeds thereof.

5. Carve-Out. The definition of "Carve-Out" set forth in paragraph 31 of the Final DIP Order shall be replaced with the following:

"Carve-Out" means the sum of (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate which shall not be limited by any budget; (ii) fees and expenses up to $25,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) if not already paid to the Estate Professional Fee Escrow, the Weekly Escrow Funding for the week immediately preceding the delivery of the Carve-Out Trigger Notice; and (iv) allowed professional fees incurred after the first Business Day following delivery by the DIP Lender of the Carve-Out Trigger Notice (including transaction fees or success fees earned or payable to any Estate Professional) in an aggregate amount not to exceed (A) $200,000 with respect to Estate Professionals in the event a Carve-Out Trigger Notice is delivered prior to the Closing of the Sale and the indefeasible payment in full in cash of the DIP Obligations and (B) the lesser of (x) $100,000 and (y) the unused amount remaining in the Revised Administrative Escrow allocated for wind down costs in the event a Carve-Out Trigger Notice is delivered after the Closing of the Sale (the amount set forth in this clause (iv) being the "Post-Carve-Out Trigger Notice Cap").

6. Reinstatement. The repayment of the DIP Obligations shall be indefeasible and not subject to any disgorgement, deduction, offset, defenses or counterclaim for any reason. Notwithstanding anything contained herein, in the event any payment made to, or other amount or value received by, the DIP Lender from or for the account of the Debtors is avoided, rescinded,

set aside or must otherwise be returned or repaid by the DIP Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving the Debtors, their respective subsidiaries or otherwise, then without further action by any party, such indebtedness (a) shall be reinstated and enforceable against the Debtors and any of their successors or assigns, (b) constitute DIP Obligations, (c) be secured by the Priming DIP Liens (which shall have the priority set forth in the Final DIP Order), and (d) shall incur and accrue interest at the default rate from the date such amounts are repaid by the DIP Lender.

7. Continuing Obligations to DIP Lender. Notwithstanding the payoff of the DIP Obligations and anything herein, the Debtors shall remain liable in full for the following continuing DIP Obligations, which shall continue to be secured by the Priming DIP Liens, (collectively, the "DIP Continuing Obligations"):

(i) any and all indemnification obligations under any of the DIP Documents or Final DIP Order (collectively, the "DIP Loan Documents") which by the express terms of the DIP Loan Documents survive the termination of the DIP Loan Documents;

(ii) any and all releases provided by the Debtors under any of the DIP Loan Documents; and

(iii) any other obligations which by the express terms of the DIP Loan Documents survive the repayment of the DIP Loans and the termination of the DIP Loan Documents.

8. Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this Amendment according to its terms.

Exhibit B

Final DIP Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
VALERITAS HOLDINGS, Inc., et al.,	:	Case No. 20-10290 (LSS)
Debtors.[1]	:	(Jointly Administered)
	:	**Re: D.I. 16, 65, 66, 181, 230**

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

Upon the Certification of Counsel, dated March 31, 2020 (the "Certification") of DLA Piper LLP (US) requesting approval of this amendment (the "Amendment") to the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [D.I. 181] (the "Final DIP Order")[2] pursuant to rule 9013(k) of the Local Bankruptcy Rules; and based upon the findings and conclusions set forth in the Final Order, the Motion and the record before the Bankruptcy Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Valeritas Holdings, Inc. (8907); Valeritas, Inc. (1056); Valeritas Security Corporation (9654); Valeritas US, LLC (0007). The corporate headquarters and the mailing address for the debtors is 750 Route 202 South, Suite 600, Bridgewater, New Jersey 08807.

[2] Capitalized terms used but not defined in this Order shall have the meaning ascribed to such terms in the Final DIP Order.

IT IS HEREBY ORDERED THAT:

1. Final DIP Order Supplemented. The Final DIP Order remains in effect and shall be supplemented by this Amendment, as applicable. In the event of a conflict between this Amendment and the Final DIP Order, (a) prior to the Closing of the Sale and the indefeasible payment in full in cash of the DIP Obligations, the Final DIP Order shall govern, and (b) after the Closing of the Sale and the indefeasible payment in full in cash of the DIP Obligations, this Amendment shall govern.

2. Authorization to Use Prepetition Secured Parties' Cash Collateral Post-Sale Closing. Subject to the terms and conditions of the Final Order, and upon the Closing of the Sale and indefeasible payment in full in cash of the DIP Obligations, and in accordance with the Approved Post-Sale Budget (as defined below) and the Amended Settlement Agreement approved by this Court's order dated March 20, 2020 [D.I. 230] (the "Amended Settlement Agreement"), the Debtors are authorized to use the Prepetition Secured Parties' Cash Collateral until the Post-Sale Termination Date (as defined in paragraph 3 below) as follows:

(i) The Debtors shall, at the Closing of the Sale or as soon thereafter as is reasonably practicable, after indefeasible payment in full in cash of the DIP Obligations, use the proceeds of the Sale to (a) pay into the Estate Professional Fee Escrow any transaction fee earned by Lincoln International pending allowance by the Court (the "Transaction Fee"), (b) pay allowed cure costs in excess of $1,500,000; (c) pay accrued payroll; (d) fund a Revised Administrative Escrow (as defined below); and (d) pay the remaining Sale proceeds ("Net Sale Proceeds") to the Prepetition Secured Parties and fund the "Plan Escrow" in accordance with subsection (ii) below.

(ii) If the Net Sale Proceeds are:

a. equal to or greater than $6,000,000, then eighty-five (85%) percent of such Net Sale Proceeds shall be paid to the Prepetition Secured Parties

on account of the CRG Secured Claim (as defined in the Amended Settlement Agreement) by wire transfer of immediately available funds and the remaining fifteen (15%) percent of such Net Sale Proceeds shall be placed in escrow with the Debtors, subject to the Prepetition Secured Parties' continuing liens and security interests, for the benefit of holders of allowed unsecured claims under a chapter 11 plan of liquidation for the Debtors (the "Plan Escrow"), or

b. less than $6,000,000, then ninety (90%) percent of such Net Sale Proceeds shall be paid to the Prepetition Secured Parties on account of the CRG Secured Claim by wire transfer of immediately available funds and the remaining ten (10%) percent of such Net Sale Proceeds shall be placed in the Plan Escrow.

(iii) The term "Approved Post-Sale Budget" shall mean a budget setting forth the use of the cash deposited in the Revised Administrative Escrow allocated for (a) Debtors' wind down costs, (b) KEIP/KERP payments consistent with this Court's order approving such programs [D.I. 168] (which amounts shall be paid at Closing), and (c) post-petition ordinary course administrative expenses all of which shall be consistent with the terms of the Amended Settlement Agreement, which budget shall be shared with the Prepetition Secured Parties (subject to their reasonable consent, not to be unreasonably withheld) and the Committee prior to finalization.

(iv) The term "Revised Administrative Escrow" shall mean designated funds, in the currently estimated aggregate amount of $4,619,950, to be allocated for the payment of (a) up to $2,200,000 for incurred but unpaid post-petition administrative expenses, (b) $950,000 for the Debtors' wind down costs ($150,000 of which shall be used to fund a creditors' trust (the "Creditors' Trust") under a plan of liquidation for the Debtors and $800,000 of which shall be used for costs incurred by the Debtors post-Closing of the Sale, including in furtherance of confirming and effectuating such plan), (c) remaining KEIP/KERP payments consistent with this Court's order approving such programs [D.I. 168], currently anticipated to be $469,950 (including withholding taxes), (d) allowed administrative claims (including section 503(b)(9) claims) in the amount of $500,000, and (e) $500,000 to be allocated as the Committee and the Prepetition Secured Parties

agree, which Revised Administrative Escrow remains subject to the Prepetition Lenders' continuing liens and security interests.

(v) The Revised Administrative Escrow shall be and shall be deemed to be separate from the Estate Professional Fee Escrow (as defined in Paragraph 31 of the Final DIP Order) and nothing in this paragraph 2 shall affect funding or use of the Estate Professional Fee Escrow.

(vi) Debtors shall deliver to the Prepetition Agent, on behalf of the Prepetition Secured Parties, and the Committee within five (5) business days after the close of each weekly period after the Closing of the Sale, a report showing the comparisons of the cash actually used for each line item against such line item in the Approved Post-Sale Budget.

(vii) In no event shall (a) the Debtors be authorized to use any Prepetition Secured Parties' Cash Collateral in excess of the amounts specified in this paragraph 2 without the Prepetition Secured Parties' prior written consent or (b) the Creditors' Trust be authorized to use the funds deposited in the Plan Escrow until the date a chapter 11 plan of liquidation for the Debtors becomes effective.

(viii) Use of the Prepetition Secured Parties' Cash Collateral after the Closing of the Sale in accordance with this Final DIP Order shall be deemed to have been allowed in good faith by the Prepetition Secured Parties within the meaning of section 363(m) of the Bankruptcy Code and entitled to the protections of Section 363(m) of the Bankruptcy Code, to the extent applicable.

(ix) After the Maturity Date and the indefeasible payment in full in cash of the DIP Obligations, the Debtors shall be authorized to use the Cash Collateral in accordance with the Approved Post-Sale Budget, this Amendment, and the applicable terms of the Final DIP Order.

3. Events of Default/Rights and Remedies Post-Sale Closing.

(i) Upon and after indefeasible payment in full in cash of the DIP Obligations and termination of the DIP Facility, the occurrence of any of the following events, unless waived by the Prepetition Secured Parties in writing, shall constitute an event of default (collectively, the "Post-Sale Events of Default"): (a) the failure of the Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants or obligations under this Amendment and the Final Order, as applicable; (b) the failure of the Debtors to file a motion seeking approval of a combined disclosure statement and plan reasonably satisfactory to the Prepetition Secured Parties on or before April 8, 2020; or (c) the failure of a plan of liquidation for the Debtors, reasonably satisfactory to the Prepetition Secured Parties, to become effective on or before June 30, 2020.

(ii) Immediately upon the occurrence and during the continuation of an Event of Default, without any application, motion or notice to, hearing before, or order from the Bankruptcy Court, the Prepetition Secured Parties may (a) notify counsel to the Debtors, by electronic mail (or other electronic means), counsel to the Committee and the U.S. Trustee that the Prepetition Secured Parties have terminated, reduced or restricted the Debtors' use of the Prepetition Secured Parties' Cash Collateral, wherever held, whether in escrow or otherwise, which notification (the "Default Notice") shall become effective three (3) Business Days after delivery thereof (the "Post-Sale Termination Date"), and (b) upon the Default Notice becoming effective, file a motion to cause these Chapter 11 Cases to be converted to cases under chapter 7 of the Bankruptcy Code.

4. Adequate Protection Reservation. For the avoidance of doubt, upon the indefeasible payment in full in cash of the DIP Obligations and termination of the DIP Facility in accordance with the terms hereof, the Prepetition Secured Parties shall, as adequate protection for

the use of their Cash Collateral after the Closing of the Sale, continue to have Replacement Liens on the DIP Collateral, including, without limitation, the Debtors' causes of action, including causes of action pursuant to Chapter 5 of the Bankruptcy Code, and the proceeds thereof.

5. Carve-Out. The definition of "Carve-Out" set forth in paragraph 31 of the Final DIP Order shall be replaced with the following:

"Carve-Out" means the sum of (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate which shall not be limited by any budget; (ii) fees and expenses up to $25,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) if not already paid to the Estate Professional Fee Escrow, the Weekly Escrow Funding for the week immediately preceding the delivery of the Carve-Out Trigger Notice; and (iv) allowed professional fees incurred after the first Business Day following delivery by the DIP Lender of the Carve-Out Trigger Notice (including transaction fees or success fees earned or payable to any Estate Professional) in an aggregate amount not to exceed (A) $200,000 with respect to Estate Professionals in the event a Carve-Out Trigger Notice is delivered prior to the Closing of the Sale and the indefeasible payment in full in cash of the DIP Obligations and (B) the lesser of (x) $100,000 and (y) the unused amount remaining in the Revised Administrative Escrow allocated for wind down costs in the event a Carve-Out Trigger Notice is delivered after the Closing of the Sale (the amount set forth in this clause (iv) being the "Post-Carve-Out Trigger Notice Cap").

6. Reinstatement. The repayment of the DIP Obligations shall be indefeasible and not subject to any disgorgement, deduction, offset, defenses or counterclaim for any reason. Notwithstanding anything contained herein, in the event any payment made to, or other amount or value received by, the DIP Lender from or for the account of the Debtors is avoided, rescinded,

set aside or must otherwise be returned or repaid by the DIP Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving the Debtors, their respective subsidiaries or otherwise, then without further action by any party, such indebtedness (a) shall be reinstated and enforceable against the Debtors and any of their successors or assigns, (b) constitute DIP Obligations, (c) be secured by the Priming DIP Liens (which shall have the priority set forth in the Final DIP Order), and (d) shall incur and accrue interest at the default rate from the date such amounts are repaid by the DIP Lender.

7. Continuing Obligations to DIP Lender. Notwithstanding the payoff of the DIP Obligations and anything herein, the Debtors shall remain liable in full for the following continuing DIP Obligations, which shall continue to be secured by the Priming DIP Liens, (collectively, the "DIP Continuing Obligations"):

(i) any and all indemnification obligations under any of the DIP Documents or Final DIP Order (collectively, the "DIP Loan Documents") which by the express terms of the DIP Loan Documents survive the termination of the DIP Loan Documents;

(ii) any and all releases provided by the Debtors under any of the DIP Loan Documents; and

(iii) any other obligations which by the express terms of the DIP Loan Documents survive the repayment of the DIP Loans and the termination of the DIP Loan Documents.

8. Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this Amendment according to its terms.