

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

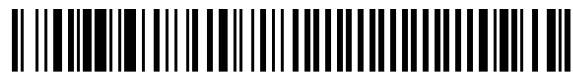
In re:)	Chapter 11
VER TECHNOLOGIES HOLDCO LLC <i>et al.</i> , ¹)	Case No. 18-10834 (KG)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket Nos. 14, 16, 69

FINAL ORDER (I) AUTHORIZING DEBTORS TO PAY CERTAIN PREPETITION CLAIMS OF CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to pay certain prepetition Critical Vendor Claims; and (b) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Debtors having confirmed their consent to the entry of final orders or judgment by the Court pursuant to Bankruptcy Rule 7008 and rule 9013-1(f) of the Local Rules; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: VER Technologies HoldCo LLC (7239); VER Technologies MidCo LLC (7482); VER Technologies LLC (7501); Full Throttle Films, LLC (0487); FFAST Leasing California, LLC (7857); Revolution Display, LLC (6711); VER Finco, LLC (5625); CPV Europe Investments LLC (2533); and Maxwell Bay Holdings LLC (3433). The location of the Debtors' service address is: 757 West California Avenue, Building 4, Glendale, California 91203.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.



appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein on a final basis.
2. The Debtors are authorized, but not directed, to pay or honor prepetition claims of the Critical Vendors in an aggregate amount not to exceed \$14.0 million (the "Final Order Cap") on a final basis absent further order of this Court; *provided* that the Debtors shall provide to counsel to the official committee of unsecured creditors (the "Creditors' Committee") two business days' notice of any single payment to any Critical Vendor that exceeds \$200,000, on a professionals' eyes only basis, with any objection by the Creditors' Committee due before the expiration of the two business day period; *provided further, however*, that members of the Creditors' Committee that are disinterested with respect to any particular payment may receive information sufficient to enable the Creditors' Committee to determine whether such payments are objectionable. To the extent that a consensual resolution to the objection cannot be reached, the Creditors' Committee shall file the objection on the docket, and the Debtors shall notice the objection for hearing at the next omnibus hearing, or seek an expedited hearing, to determine the appropriateness of the payment.
3. The Debtors shall condition payment of any Critical Vendor Claim that exceeds \$1.0 million to any single Critical Vendor upon the execution of a written agreement that governs the postpetition terms of service (each, a "Vendor Agreement"); *provided* that the

Debtors shall provide a copy of such Vendor Agreement to counsel to the Creditors' Committee, on a professionals' eyes only basis, for review two business days prior to the effectiveness of such agreement with any objection by the Creditors' Committee due before the expiration of the two business day period; *provided further, however*, that members of the Creditors' Committee that are disinterested with respect to any particular Vendor Agreement may receive information sufficient to enable the Creditors' Committee to determine whether such Vendor Agreements are objectionable. To the extent that a consensual resolution to the objection cannot be reached, the Creditors' Committee shall file the objection on the docket, and the Debtors shall notice the objection for hearing at the next omnibus hearing, or seek an expedited hearing, to determine the appropriateness of the Debtors' entry into such Vendor Agreement.

4. The Debtors are authorized to negotiate, modify, or amend any such Vendor Agreement in their reasonable business judgment, provided that any entry into, or modification or amendment of a Vendor Agreement of the type specified in paragraph 3 above shall be subject to the consultation and objection rights set forth therein.

5. Notwithstanding paragraphs 2, 3 and 4 of this Order, and the \$200,000 and \$1,000,000 thresholds set forth therein, the Debtors shall provide two business days' notice to the Creditors' Committee of any waiver of chapter 5 claims granted in connection with any Vendor Agreement, on a professionals' eyes only basis, with any objection by the Creditors' Committee due before the expiration of the two business day period; *provided, however*, that members of the Creditors' Committee that are disinterested with respect to any particular waiver may receive information sufficient to enable the Creditors' Committee to determine whether such waivers are objectionable. To the extent that a consensual resolution to the objection cannot be reached, the Creditors' Committee shall file the objection on the docket, and the

Debtors shall notice the objection for hearing at the next omnibus hearing, or seek an expedited hearing, to determine the appropriateness of such waiver.

6. The Debtors are authorized, but not directed, in their reasonable business judgment, to pay Critical Vendor Claims, in whole or in part, subject to the Final Order Cap, upon such terms and in the manner provided in this Final Order; *provided* that, if any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) in place in the 120 days immediately prior to the Petition Date, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, the Debtors may immediately seek to recover the payment as an improper postpetition transfer; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise. The Debtors shall provide a copy of this Final Order to the applicable party prior to such party's acceptance of any payment hereunder. Any party that accepts payment from the Debtors on account of a Critical Vendor Claim shall be deemed to have agreed to the terms and provisions of this Final Order.

7. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or release of any claims or causes of actions that may be available pursuant to chapter 5 of the Bankruptcy Code; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserved their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Critical Vendor Claims.

10. Notwithstanding anything to the contrary set forth herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under the Debtors' postpetition financing agreements (the "DIP Documents") and any orders approving the DIP Documents and governing the Debtors' use of cash collateral (including with respect to any budgets governing or relating thereto).

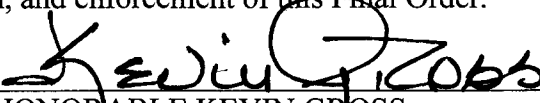
11. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

14. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: May 4, 2018
Wilmington, Delaware



THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE