

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

WELDED CONSTRUCTION, L.P., *et al.*,¹

Debtors.

Chapter 11

Case No. 18-12378 (KG)

Jointly Administered

Ref. Docket No. 17, 44, 228, 240, 243 &
246

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

Upon the motion (the "**DIP Motion**") dated October 22, 2018 of Welded Construction, L.P. ("**Welded**" or the "**DIP Borrower**") and Welded Construction Michigan, LLC (the "**DIP Guarantor**"), as debtors and debtors in possession (together, the "**Debtors**") in the above-referenced chapter 11 cases (collectively, the "**Chapter 11 Cases**"), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**"), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and the corresponding local rules of this District (the "**Local Rules**"), for entry of interim and final orders authorizing the Debtors to, among other things:

- (i) Obtain senior secured postpetition financing (the "**DIP Financing**") pursuant to the terms and conditions of the DIP Financing Documents (as defined below), the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is 26933 Eckel Road, Perrysburg, OH 43551.



First Interim Order (defined below), Second Interim Order (defined below) and this final order (the “**Final Order**”);

(ii) Enter into (a) a \$20,000,000 Senior Secured, Superpriority Debtor in Possession Term Loan, Guaranty and Security Agreement, substantially in the form attached as Exhibit A to the First Interim Order (as defined below), as amended by this Final Order as set forth in the changed pages to the DIP Credit Agreement attached hereto as **Exhibit A** (the “**DIP Credit Agreement**”) and the terms of this Final Order, by and among each of the DIP Borrower and the DIP Guarantor, and North American Pipeline Equipment Company, LLC, as Lender (the “**DIP Lender**”) and (b) all other loan documents (together with the DIP Credit Agreement, the “**DIP Financing Documents**”);

(iii) Borrow, on a final basis, pursuant to the DIP Financing Documents and this Final Order, postpetition financing in an aggregate principal amount of up to \$20,000,000 (the “**DIP Loan**”, together with the Interim DIP Loan, the “**DIP Facility**”) and obtain other financial accommodations from the DIP Lender pursuant to the DIP Credit Agreement, the other DIP Financing Documents, and this Final Order;

(iv) Authorize the DIP Borrower and the DIP Guarantor to execute and deliver and to perform under the DIP Credit Agreement and the other DIP Financing Documents;

(v) Grant to the DIP Lender allowed superpriority administrative expense claims in each of the Chapter 11 Cases and any Successor Cases (as defined below) for the DIP Financing and all obligations of the Debtors owing under the DIP Financing Documents (collectively, and including all “Obligations” of the Debtors as defined and described in the DIP Credit Agreement, the “**DIP Obligations**”) subject to the priorities set forth in paragraph 2(i) below;

(vi) Grant to the DIP Lender automatically perfected security interests in and liens on all of the DIP Collateral (as defined below), including all property constituting “cash collateral” as defined in section 363(a) of the Bankruptcy Code (“**Cash Collateral**”), which liens shall be subject to the priorities set forth herein;

(vii) Use the proceeds of the DIP Financing in accordance with the DIP Credit Agreement and the other DIP Financing Documents, in all cases in accordance with the Budget (as defined in the DIP Credit Agreement), a copy of which as in effect on the date hereof is attached hereto as **Exhibit B**, subject to the Variance (as defined in the DIP Credit Agreement), and as otherwise provided in the DIP Financing Documents and this Final Order;

(viii) Use any prepetition collateral, including the Cash Collateral, and provide adequate protection to the parties that may have an interest in such prepetition collateral, including Cash Collateral, for any diminution in value of their interests therein; and

(ix) Vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms of the DIP Financing Documents and this Final Order; and

(x) Waive, to the extent applicable, any stay of the immediate effectiveness of this Final Order imposed by the Bankruptcy Code or the Bankruptcy Rules, such that this Final Order shall be immediately effective upon its entry on the Court’s docket.

The Court having considered the DIP Motion, the *Declaration of Frank Pometti in Support of Debtors’ Chapter 11 Petitions and First Day Motions and Applications* (the “**First Day Declaration**”), the exhibits attached thereto, the DIP Credit Agreement, and the evidence submitted or adduced and the arguments of counsel made at the hearing (the “**First Interim Hearing**”) in support of entry of the *Interim Order (I) Authorizing the Debtor to Obtain*

*Postpetition Secured Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens and Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Scheduling a Final Hearing [D.I. 44] (the “**First Interim Order**”), at the hearing (the “**Second Interim Hearing**”) in support of entry of the *Second Interim Order (I) Authorizing the Debtor to Obtain Postpetition Secured Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens and Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Scheduling a Final Hearing [D.I. 246]*, and at the hearing (the “**Final Hearing**”) to consider entry of this Final Order; and notice of the DIP Motion and the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and 9014; and the Final Interim Hearing having been held and concluded; and it appearing that granting the relief requested in the DIP Motion is necessary and is otherwise fair and reasonable and in the best interests of the Debtors, their estates and their creditors, and is essential for the preservation of the value of the Debtors’ assets; and all objections, if any, to the entry of this Final Order having been withdrawn, resolved or overruled by the Court; and after due deliberation and consideration, and good and sufficient cause appearing therefor:*

IT IS FOUND AND DETERMINED that²:

A. **Petition Date.** On October 22, 2018 (the “**Petition Date**”), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code with this Court.

B. **Jurisdiction and Venue.** This Court has jurisdiction over these proceedings, pursuant to 28 U.S.C. §§ 157(b) and 1334 and the Amended Standing Order of Reference from

² The findings and conclusions set forth herein constitute the court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

the United States District Court for the District of Delaware, and over the persons and property affected hereby. Venue for the Chapter 11 Cases and proceedings on the DIP Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. Consideration of the DIP Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution.

C. **Committee Formation.** On October 30, 2018, the Office for the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Committee**”) in the Chapter 11 Cases.

D. **Interim DIP Orders.** On October 23, 2018, the Court approved the Debtors’ entry into and performance under the DIP Financing Documents on an interim basis and entered the First Interim Order, pursuant to which the Debtors were authorized to borrow up to \$10,000,000 on an interim basis (the “**Interim DIP Loan**”), which, on November 19, 2018, was further approved by the Court on an interim basis with entry of the Second Interim Order.

E. **Notice.** Notice of the Final Hearing has been provided by the Debtors to (i) the U.S. Trustee; (ii) the United States Securities and Exchange Commission; (iii) the Office of the United States Attorney for the District of Delaware; (iv) the Internal Revenue Service; (v) the Debtors’ thirty (30) largest unsecured creditors (excluding insiders); (vi) counsel to the Committee; and (vii) counsel to the DIP Lender, by telecopy, email, regular mail, overnight courier and/or hand delivery. Under the circumstances, such notice of the Final Hearing constitutes adequate and sufficient notice and complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b), (c), and (d), and the Local Rules.

F. **Findings Regarding the DIP Financing.**

(i) **Need for DIP Financing and to Use Cash Collateral.** The Debtors need access to funds from the DIP Loan and to use Cash Collateral to continue operations, fund payroll and operating expenses, and to administer and preserve the value of their estates. The ability of the Debtors to finance their operations through the incurrence of the DIP Loan and use of Cash Collateral is vital to the preservation and maintenance of the going concern value of the Debtors' estates and to maximize the value of the Debtors' assets for the benefit of their creditors.

(ii) **Priming of the Prepetition Liens.** The priming of any liens on the DIP Collateral, as contemplated by the DIP Financing Documents and as further described below, will enable the Debtors to obtain the DIP Facility and to continue to operate their businesses to the benefit of their estates and creditors. Solely in the event and to the extent that there are obligations outstanding whose interests are primed, the parties holding such obligations are each entitled to receive adequate protection as set forth in paragraph 5 below pursuant to sections 361, 363, and 364 of the Bankruptcy Code for any diminution in value of each of their respective interests.

(iii) **No Credit Available on More Favorable Terms.** The Debtors have been unable to obtain (a) unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense, or (b) credit for money borrowed secured by a lien on property of the estate on more favorable terms and conditions than those provided in the DIP Credit Agreement and this Final Order. The Debtors are unable to obtain credit for borrowed money without granting to the DIP Lender the DIP Protections (as defined below).

G. **Section 506(c) Waiver.** The Debtors shall be deemed to have waived the provisions of section 506(c) of the Bankruptcy Code as part of the DIP Facility. Further, subject to and effective upon entry of the Final Order, no expenses of administration of the Chapter 11 Cases or Successor Cases shall be charged against or recovered from the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code without the prior written consent of the DIP Lender, and no consent shall be implied from any action, inaction or acquiescence by the DIP Lender.

H. **Use of Proceeds of the DIP Facility.** Proceeds of the DIP Facility (net of any amounts used to pay fees, costs and expenses under the DIP Financing Documents) shall be used, in each case in a manner consistent with the terms and conditions of the DIP Credit Agreement and this Final Order and in accordance with the Budget.

I. **Application of Proceeds of DIP Collateral.** All proceeds of any sale or other disposition of the DIP Collateral (as defined below) shall be applied in accordance with the Budget and the terms and conditions of the DIP Financing Documents.

J. **Effect of Reversal, Good Faith.** The DIP Lender has indicated a willingness to provide financing to the Debtors in accordance with the DIP Credit Agreement and this Final Order, and provided that the DIP Obligations, DIP Liens and other protections granted by this Final Order and the DIP Financing Documents will not be affected by any subsequent reversal or modification of this Final Order as provided in section 364(e) of the Bankruptcy Code. The DIP Lender has acted in good faith in agreeing to provide the DIP Financing approved by this Final Order.

K. **Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) The terms and conditions of the DIP Facility and the DIP Financing Documents, and the fees paid and to be paid thereunder are fair, reasonable, and the best

available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration;

(ii) the DIP Financing Documents and use of Cash Collateral were negotiated in good faith and at arms' length between the Debtors and the DIP Lender; and

(iii) the proceeds of the DIP Loan to be extended under the DIP Facility will be so extended in good faith, and for valid business purposes and uses, as a consequence of which the DIP Lender is entitled to the protection and benefits of section 364(e) of the Bankruptcy Code.

L. **Relief Essential; Best Interest; Good Cause.** Good cause has been shown for the relief requested in the DIP Motion (and as provided in the First Interim Order, Second Interim Order and this Final Order) and such relief is necessary, essential, and appropriate for the preservation of the Debtors' assets, business and property. It is in the best interest of the Debtors' estates to be allowed to enter into the DIP Facility contemplated by the DIP Credit Agreement and to perform in accordance with the DIP Financing Documents.

NOW, THEREFORE, based upon the foregoing findings, and upon consideration of the DIP Motion and the record made before this Court with respect to the DIP Motion, including the record created during the First Interim Hearing, the Second Interim Hearing and the Final Hearing, and with the consent of the Debtors and the DIP Lender to the form and entry of this Final Order, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED AND DECREED:

1. **Motion Granted.** The DIP Motion is granted in accordance with the terms and conditions set forth in this Final Order and the DIP Credit Agreement. Any objections to the DIP Motion with respect to entry of this Final Order to the extent not withdrawn, waived or otherwise resolved, and all reservations of rights included therein, are hereby denied and overruled on the merits.

2. **DIP Financing Documents.**

(a) **Approval of Entry Into DIP Financing Documents.** The Debtors are authorized and empowered to execute and deliver the DIP Financing Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Final Order and the DIP Financing Documents, and to execute and deliver all instruments and documents which may be required or necessary for the performance by the Debtors under the DIP Financing Documents and the creation and perfection of the DIP Liens described in and provided for by this Final Order and the DIP Financing Documents. The Debtors are hereby authorized to use Cash Collateral. The Debtors are hereby authorized to do and perform all acts, pay the principal, interest, fees, expenses, indemnities and other amounts described in the DIP Credit Agreement and all other DIP Financing Documents as such become due, including, without limitation, reasonable attorneys' fees and disbursements as provided for in the DIP Credit Agreement, which amounts shall not otherwise be subject to approval of this Court; *provided, however*, that, notwithstanding anything to the contrary set forth herein or in the DIP Credit Agreement, no allocated costs of the DIP Lender's internal counsel shall be paid by the Debtors' estates; *provided, further*, that prior to its receipt of any cash payment from the Debtors, the DIP Lender shall deliver copies of summary professional fee and expense invoices to the U.S. Trustee and the Committee on ten (10) days' notice at the same time such invoices are forwarded to the

Debtors for payment. Such parties shall have ten (10) days to review such invoices and notify counsel for the Debtors and the DIP Lender of any objection to the payment or allowance of any of the professional fees and expenses. If no objection is received by such parties during such ten (10) day period, then such amounts shall be payable by the Debtors. To the extent either party notifies counsel to Debtors and the DIP Lender of any objection to the payment or allowance of any of the professional fees and expenses during the ten-day review period, the objectionable amount of such fees and expenses shall not be paid until such objection is resolved by the parties; if the parties are unable to resolve any objection within ten (10) days after the objecting party notifies counsel to Debtors and the DIP Lender, the objecting party shall file its objection with this Court, which shall be heard on the next available omnibus hearing date.

(b) **Authorization to Borrow and Guarantee.** To enable them to continue to preserve the value of their estates and subject to the terms and conditions of this Final Order and the DIP Financing Documents, upon the execution of the DIP Credit Agreement and the other DIP Financing Documents, the Debtors are hereby authorized to borrow and guarantee, as applicable, up to a total committed amount of \$20,000,000 under the DIP Financing Documents.

(c) **Conditions Precedent.** The DIP Lender shall have no obligation to make any loan or advance under the DIP Credit Agreement unless the conditions precedent to making such loan under the DIP Credit Agreement have been satisfied in full or waived by the DIP Lender in its sole discretion.

(d) **DIP Liens.** Effective immediately upon the entry of this Final Order (and without in any way modifying the relief granted to the DIP Lender in the First Interim Order and the Second Interim Order), pursuant to section 364(c)(2) of the Bankruptcy Code, on account of the DIP Loan, except with respect to the Carve Out (as defined below) and property subject to

any prior valid, unavoidable, perfected liens and security interests in existence as of the Petition Date (or as such lien may be perfected after the Petition Date to the extent permitted by Section 546 of the Bankruptcy Code), the DIP Lender is hereby granted on a final basis first-priority postpetition security interests and liens (which shall immediately be valid, binding, permanent, continuing, enforceable and non-avoidable) on all of the real, personal and mixed property, whether now owned or hereafter acquired of the Debtors, including, without limitation, any cash, any investments of such cash, deposit accounts, inventory, equipment, goods, general intangibles, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interest in leaseholds, real property, patents, copyrights, trademarks, trade names, other intellectual property, Equity Interests (as defined in the DIP Credit Agreement), the proceeds of all of the foregoing, including, without limitation, the proceeds of the Debtors' claims and causes of action arising under sections 502(d), 544-549, 550 and 553 of the Bankruptcy Code (the "**Avoidance Actions**") and the proceeds of claims and causes of action against the affiliates or insiders of the Debtors under applicable bankruptcy and non-bankruptcy law, including, without limitation, holders of equity interests in the Debtors ("**Affiliate Causes of Action**") whether received through judgement, avoidance, settlement, or otherwise (collectively, the "**DIP Collateral**," and all such liens and security interests granted on or in the DIP Collateral pursuant to the First Interim Order, the Second Interim Order, this Final Order and the DIP Financing Documents, the "**DIP Liens**"); PROVIDED HOWEVER, in no event shall the DIP Collateral include the "**Transco Cash**." For all purposes with respect to the DIP Financing, "Transco Cash" means any and all post-petition payments (other than any such payments allocated to cover overhead costs as set forth in the Order Approving Third

Commitment Letter From Transcontinental Gas Pipe Line Company, LLC) made by Transcontinental Gas Pipe Line Company, LLC ("**Transco**") to one or more of the Debtors pursuant to the Order Approving Commitment Letter From Transcontinental Gas Pipe Line Company, LLC (D.I. 45), the Order Approving Second Commitment Letter From Transcontinental Gas Pipe Line Company, LLC (D.I. 111), and the Order Approving Third Commitment Letter From Transcontinental Gas Pipe Line Company, LLC (D.I. 172) (collectively, the "**Transco Orders**") in connection with the work, material and labor to be provided by Debtors or their agents on Transco's Atlantic Sunrise Pipeline Project. The Transco Cash shall be used by the Debtors solely in accordance with the Transco Orders and shall at all times be free of and not encumbered by any liens or claims under any post-petition financing or any other liens or claims of any other party. For avoidance of doubt, any payments made by Transco to cover overhead costs as set forth in the Order Approving Third Commitment Letter From Transcontinental Gas Pipe Line Company, LLC shall be included in the DIP Collateral. The Debtors, the DIP Lenders and Transco reserve all rights with respect to amounts the Debtors contend are owed by Transco that are not subject to the terms of the Transco Orders.

(e) Subject to the Carve Out (as defined below), pursuant to section 364(c)(2) of the Bankruptcy Code, the DIP Lender is hereby granted a perfected, first priority lien on all DIP Collateral not otherwise subject to any valid, unavoidable, perfected liens and security interests.

(f) **DIP Lien Priority**. The DIP Liens securing the DIP Obligations shall be junior and subordinate to the Carve Out (as defined below) and pursuant to section 364(c)(3) those liens specified herein or in the DIP Credit Agreement, and secured by a priming lien pursuant to section 364(d) of the Bankruptcy Code senior and superior to any valid, unavoidable,

perfected liens and security interests on the DIP Collateral, and shall also be senior in priority and superior to any security, mortgage, collateral interest, lien or claim on or to any of the DIP Collateral. Other than as expressly set forth herein, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter granted in the Chapter 11 Cases. The DIP Liens shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (any "**Successor Cases**"), or upon the dismissal of any of the Chapter 11 Cases or Successor Cases.

(g) **Enforceable Obligations**. The DIP Financing Documents shall constitute and evidence the valid and binding obligations of the Debtors, which obligations shall be enforceable against the Debtors, their estates and any successors thereto and their creditors or representatives thereof, in accordance with their terms and the terms of this Final Order.

(h) **Protection of DIP Lender's and Other Rights; Committee Investigation**. From and after the Petition Date, the Debtors shall use the proceeds of the extensions of credit under the DIP Facility only for the purposes specifically set forth in the DIP Credit Agreement and this Final Order and in strict compliance with the Budget (subject to any variances thereto permitted by the DIP Credit Agreement). Notwithstanding anything to the contrary herein, no more than \$75,000 of the proceeds of DIP Facility or the DIP Collateral or Cash Collateral may be used by the Committee to investigate the prepetition conduct of the Debtors and their affiliates and insiders (including, without limitation, holders of equity interests in the Debtors) for a period of no more than sixty (60) days after entry of this Order or such later date consented to in writing by the DIP Lender. For the avoidance of doubt, the Committee may

not investigate or challenge any releases given to the DIP Lender in its capacity as such under the DIP Credit Agreement or this Final Order.

(i) **Superpriority Administrative Claim Status.** Subject to the Carve Out (as defined below), all DIP Obligations shall constitute an allowed superpriority administrative expense claim (the “**DIP Superpriority Claim**” and, together with the DIP Liens, the “**DIP Protections**”) with priority in each of the Chapter 11 Cases under sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of a final order), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113 and 1114 of the Bankruptcy Code and pursuant to any other provision of the Bankruptcy Code except as otherwise set forth herein, 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 shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, subject to the Carve Out (as defined below) and subject to the rights of Prepetition Lienholders (as defined below) with respect to the Prepetition Lienholders’ rights in prepetition property of the Debtors.

(j) **Equipment Leases.** Notwithstanding anything to the contrary herein, with respect to the Debtors’ executory contracts and/or unexpired leases of equipment and/or other personal property (“**Leased Equipment**”), any liens and/or security interests granted to the DIP Lender herein shall attach to the Debtors’ interest or interests in the executory contracts and/or unexpired leases corresponding to such Leased Equipment, and no such liens and/or

security interests shall attach to or against the underlying Leased Equipment. All right, title and ownership of such Leased Equipment is, and shall remain, exclusively held by the non-Debtor lessors of the Leased Equipment and the Debtors and the estates of the Debtors in these Chapter 11 Cases neither hold nor shall obtain hereunder any interest or interests in the underlying Leased Equipment, except as explicitly provided for in such corresponding executory contracts and/or unexpired leases; *provided, however*, that to the extent any such Leased Equipment is determined in a final, nonappealable order entered by this Court to be property of the Debtors, rather than property of the lessors, any liens and/or security interests granted to the DIP Lender herein shall be junior in priority only to prior valid, unavoidable, perfected liens and security interests in such Leased Equipment held by the lessor as of the Petition Date.

3. **Authorization to Use Proceeds of DIP Facility and Cash Collateral.** Pursuant to the terms and conditions of this Final Order, the DIP Credit Agreement and the other DIP Financing Documents, and in accordance with the Budget and the variances thereto set forth in the DIP Credit Agreement, the Debtors are authorized to use the advances under the DIP Credit Agreement and to use Cash Collateral during the period commencing immediately after the entry of the Final Order (and during the periods previously authorized under the First Interim Order and Second Interim Order) and terminating upon the occurrence of an Event of Default (as defined below) and the termination of the DIP Credit Agreement in accordance with its terms and subject to the provisions hereof. The Debtors and the DIP Lender may agree in writing to modify the Budget in their discretion at any time that the DIP Financing remains outstanding; provided, however, that (i) the Debtors shall provide prompt notice of any such modification to the Committee, which, if practicable under the circumstances, shall be at least three (3) business days prior to its effectiveness, with an opportunity for the Committee to consult with the Debtors

regarding such modification, and (ii) no modification to the Budget in respect of the Committee's Case Professionals shall be effective without the prior, written consent of the Committee.

4. **Postpetition Lien Perfection.** This Final Order (and the First Interim Order and Second Interim Order, with respect to the DIP Liens granted thereunder) shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect the DIP Liens or to entitle the DIP Liens to the priorities granted herein. Notwithstanding the foregoing, the DIP Lender may, in its sole discretion, file such financing statements, mortgages, notices of liens and other similar documents, and are hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of the Chapter 11 Cases.

The Debtors shall execute and deliver to the DIP Lender all such financing statements, mortgages, notices and other documents as the DIP Lender may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of, the DIP Liens granted pursuant hereto. The DIP Lender, in its discretion, may file a photocopy of this Final Order as a financing statement with any recording officer designated to file or record financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or

personal property, and in such event, the recording officer shall be authorized to file or record such copy of this Final Order.

5. **Adequate Protection Liens for Prepetition Lienholders.** Solely in the event and to the extent that the Debtors have obligations to any party that remain outstanding that are subject to valid, perfected and non-avoidable prepetition liens on the Debtors' property, such parties (each a "**Prepetition Lienholder**" and collectively the "**Prepetition Lienholders**") shall receive and are hereby granted, as adequate protection against any diminution in the value of such Prepetition Lienholder's interest caused by the imposition of the automatic stay, the use of collateral subject to such liens, and the priming of such liens, pursuant to sections 361, 363(e) and 364(d) of the Bankruptcy Code, continuing, valid, binding, enforceable, and perfected postpetition security interests in and liens on the DIP Collateral (the "**Adequate Protection Liens**"). The Adequate Protection Liens shall be subject to the Carve Out as set forth in this Final Order and otherwise senior to all security interests in, liens on, or claims against any of the DIP Collateral other than the DIP Liens.

6. **Carve Out.** The DIP Liens are subordinate only to the following (the "**Carve Out**"): (i) quarterly fees required to be paid pursuant to 28 U.S.C. § 1930(a)(6) (the "**U.S. Trustee Fees**"), together with interest payable thereon pursuant to applicable law and any fees payable to the Clerk of the Bankruptcy Court; (ii) until the issuance of a Carve Out Notice (as defined in the DIP Credit Agreement) (which the DIP Lender may only issue upon an Event of Default), the allowed and reasonable fees and expenses of professionals employed by the Debtors and the Committee pursuant to Sections 327 and 1103 of the Bankruptcy Code (the "**Case Professionals**") in the amounts set forth in the Budget (inclusive of any permitted variances); and (iii) following delivery of a Carve Out Notice, an aggregate amount (the

“**Residual Carve Out**”) not to exceed \$300,000, provided that (a) any payments made to Case Professionals for services rendered prior to the delivery of the Carve Out Notice and in accordance with the Budget and (b) any fees and expenses of Case Professionals accrued prior to the delivery of the Carve Out Notice in the amounts set forth in the Budget and subsequently allowed, shall not reduce the Residual Carve Out.

7. Notwithstanding anything set forth herein, the Carve Out shall exclude any fees and expenses incurred in connection with initiating or prosecuting any claims, causes of action, adversary proceedings, or other litigation against the DIP Lender, including, without limitation, the assertion or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defenses or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief (i) invalidating, setting aside, disallowing, avoiding, challenging or subordinating, in whole or in part, (a) the DIP Obligations or (b) the DIP Liens, or (ii) preventing, hindering or delaying, whether directly or indirectly, the DIP Lender’s assertion or enforcement of their liens or security interests or realization upon any DIP Collateral, or (iii) prosecuting any Avoidance Actions or Affiliate Cause of Action against the DIP Lender.

8. Nothing herein shall be construed to obligate the DIP Lender to pay any professional fees, or to assure that a Debtor has sufficient funds on hand to pay any professional fees.

9. **Payment of Compensation.** Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors or the Committee or shall affect the right of the DIP Lender to object to the allowance and payment of such fees and expenses or to permit the Debtor to pay any such amounts not set forth in the Budget.

10. **Section 506(c) Claims.** Nothing contained in this Final Order shall be deemed a consent by the DIP Lender to any charge, lien, assessment or claim against the DIP Collateral under Section 506(c) of the Bankruptcy Code or otherwise. Upon entry of the Final Order, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or any Successor Cases at any time may be charged against the DIP Lender or any of its claims or the DIP Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise.

11. **Collateral Rights.** Unless the DIP Lender has provided its prior written consent or all DIP Obligations have been paid in full in cash (or will be paid in full in cash upon entry of an order approving indebtedness described in subparagraph (a) below), and all commitments to lend have terminated:

(a) The Debtors shall not seek entry, in these cases or proceedings, or in any Successor Case, of any order which authorizes the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral and/or entitled to priority administrative status which is senior or *pari passu* to those granted to the DIP Lender pursuant to this Final Order, unless such credit or indebtedness is sufficient to pay all of the DIP Obligations in full in cash; and

(b) The Debtors shall not consent to relief from the automatic stay by any person other than the DIP Lender with respect to all or any portion of the DIP Collateral with a value greater than \$100,000 without the express written consent of the DIP Lender.

12. **Commitment Termination Date.** All DIP Obligations of the Debtors to the DIP Lender shall be immediately due and payable, and the Debtors' authority to use the proceeds of the DIP Facility shall cease, both on the date that is the earliest to occur of: (i) the date that is one hundred and eighty (180) days after the Petition Date, and (ii) the date on which the maturity of

the DIP Obligations is accelerated and the commitments under the DIP Facility are irrevocably terminated in accordance with the DIP Credit Agreement (the “**Commitment Termination Date**”).

13. **Disposition of Collateral.** The Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral, without the prior written consent of the DIP Lender (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Lender or an order of this Court), except as provided in the DIP Credit Agreement and this Final Order and approved by the Court to the extent required under applicable bankruptcy law; provided, however, that nothing herein shall prevent the Debtors from making sales in the ordinary course of business to the extent consistent with their prior practice and the Budget.

14. **Events of Default.** The occurrence of an “Event of Default” pursuant to Section 12.1 the DIP Credit Agreement shall constitute an event of default under this Final Order, unless expressly waived in writing in accordance with the consents required in the DIP Financing Documents (collectively, the “**Events of Default**”); *provided, however*, that section 11.1(k) of the DIP Credit Agreement is hereby amended as set forth in the change pages attached hereto as **Exhibit A.**

15. **Further Amendments to the DIP Credit Agreement.** The DIP Lender and the Debtors have consented to certain amendments to the DIP Credit Agreement, including Sections 25 (“Indemnification”) and 26 (“Release”) thereto. Accordingly, the DIP Credit Agreement is hereby amended as set forth in the changed pages attached hereto as **Exhibit A.**

16. **Rights and Remedies Upon Event of Default.**

(a) Any otherwise applicable automatic stay is hereby modified so that after the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, upon five (5) business day's prior written notice of such occurrence (the "**Remedies Notice Period**"), in each case given to each of the Debtors and counsel thereto, counsel for the Committee, if any, and the U.S. Trustee, the DIP Lender shall be entitled to exercise its rights and remedies with respect to the Debtors in accordance with the DIP Financing Documents. Nothing in this Final Order shall limit the ability of any party to immediately exercise rights and remedies with respect any non-Debtors.

(b) Notwithstanding the preceding paragraph, immediately following the giving of notice by the DIP Lender of the occurrence of an Event of Default: (i) the Debtors shall continue to deliver and cause the delivery of the proceeds of DIP Collateral to the DIP Lender as provided in the DIP Credit Agreement and this Final Order; (ii) the DIP Lender shall continue to apply such proceeds in accordance with the provisions of this Final Order and of the DIP Credit Agreement; (iii) the Debtors shall have no right to use any of such proceeds other than towards the satisfaction of the DIP Obligations and the Carve Out; and (iv) any obligation otherwise imposed on the DIP Lender to provide any loan or advance to the Debtors pursuant to the DIP Financing Documents shall immediately be suspended. Following the giving of notice by the DIP Lender of the occurrence of an Event of Default, the Debtors shall be entitled to an emergency hearing before this Court. If the Debtors and/or the Committee do not contest the right of the DIP Lender to exercise its remedies within such five (5) day period, or if an emergency hearing is held that does not result in the Court preventing the DIP Lender from exercising its rights and remedies, then the automatic stay, as to the DIP Lender, shall automatically terminate at the end of the Remedies Notice Period.

(c) Nothing included herein shall prejudice, impair, or otherwise affect the DIP Lender's rights to seek any other or supplemental relief in respect of the DIP Lenders' rights, as provided in the DIP Credit Agreement.

17. **Proofs of Claim.** The DIP Lender will not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case.

18. **Other Rights and Obligations.**

(a) Good Faith Under Section 364(e) of the Bankruptcy Code. No Modification or Stay of this Final Order. The DIP Lender has acted in good faith in connection with negotiating the DIP Financing Documents, and extending credit under the DIP Facility, and its reliance on this Final Order is in good faith. Based on the findings set forth in this Final Order and the record made during the First Interim Hearing, the Second Interim Hearing and the Final Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Final Order are hereafter reversed, modified amended or vacated by a subsequent order of this or any other Court, the DIP Lender is entitled to all the benefits and protections provided in section 364(e) of the Bankruptcy Code. Any such reversal, modification, amendment or vacatur shall not affect the validity and enforceability of any advances made pursuant to this Final Order or the liens or priority authorized or created hereby. Any claims, liens or DIP Protections granted to the DIP Lender hereunder arising prior to the effective date of such reversal, modification, amendment or vacatur shall be governed in all respects by the original provisions of this Final Order, and the DIP Lender shall be entitled to all of the rights, remedies, privileges and benefits, including the DIP Protections granted herein, with respect to any such claim. Since the loans made pursuant to the DIP Credit Agreement are made in reliance on this Final Order, the obligations owed to the DIP Lender prior to the effective date of any

reversal or modification of this Final Order cannot, as a result of any subsequent order in the Chapter 11 Cases or in any Successor Cases, be subordinated, lose their lien priority or superpriority administrative expense claim status, or be deprived of the benefit of the status of the liens and claims granted to the DIP Lender under this Final Order and/or the DIP Financing Documents.

(b) Binding Effect. The provisions of this Final Order shall be binding upon and inure to the benefit of the DIP Lender, the Debtors and each of their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in the Chapter 11 Cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 Case.

(c) No Waiver. The failure of the DIP Lender to seek relief or otherwise exercise their rights and remedies under the DIP Financing Documents, the DIP Facility, this Final Order or otherwise, as applicable, shall not constitute a waiver of the DIP Lender's rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair the DIP Lender under the Bankruptcy Code or under non-bankruptcy law, including without limitation, the rights of the DIP Lender to (i) request conversion of the Chapter 11 Cases to cases under Chapter 7, dismissal of the Chapter 11 Cases, or the appointment of a trustee in the Chapter 11 Cases, or (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a plan of reorganization or (iii) exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) the DIP Lender may have pursuant to this Final Order,

the DIP Financing Documents, or applicable law. Nothing in this Final Order shall interfere with the rights of any party with respect to any non-Debtors.

(d) No Third Party Rights. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

(e) Limits on Marshaling. The DIP Lender shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral, provided, that notwithstanding the foregoing and anything to the contrary in the DIP Financing Documents, the DIP Lender shall first use all DIP Collateral other than proceeds from Affiliate Causes of Action (if any) to indefeasibly repay the DIP Obligations in full in cash.

(f) Amendment. The Debtors and the DIP Lender may amend or waive any provision of the DIP Financing Documents, provided that, to the extent such amendment or waiver impairs the Debtors or DIP Collateral or otherwise constitutes a material modification of the DIP Financing Documents, such amendment or waiver must be on notice to the U.S. Trustee and the Committee, each of whom shall have five (5) business days from the date of such notice within which to object in writing to such amendment or waiver. If the U.S. Trustee or the Committee timely objects to any such amendment or waiver to the DIP Financing Documents, such amendment or waiver shall only be permitted pursuant to an order of this Court.

19. Customer Project Completion Agreements. Notwithstanding anything to the contrary contained in this Final Order, with the prior written consent of the DIP Lender, a Court-approved order in connection with a Customer Project Completion Agreement (as such term is defined in *Debtors’ Motion for Entry of an Order, Pursuant to Sections 105(a), 363(b), 503(b)(1), 1107(a) and 1108 of the Bankruptcy Code, Authorizing, but Not Directing, (I) the*

Debtors to Pay Certain Prepetition Claims, Conditioned upon Prior Customer Payment, (II) the Debtors to Honor Customer Obligations, (III) the Debtors to Implement Control Procedures for Customer Project Funding and Completion, and (IV) Granting Related Relief [D.I. 12] can amend provisions of the Final Order and any DIP Financing Document, if and as applicable, that would require amendment to implement such Customer Project Completion Agreement.

20. **No Priming of Sureties' Rights.** Notwithstanding any provision of this Final Order, the Second Interim Order, the First Interim Order, or the DIP Financing Documents: (1) entry of this Final Order is without prejudice to, and does not constitute a waiver of, any of the rights and priorities of Federal Insurance Company and its affiliates and Berkshire Hathaway (each, a "Surety" and collectively, the "Sureties") under their respective indemnity agreements and applicable law, including the Sureties' rights of equitable subrogation, trust fund rights, and rights in bonded contract proceeds; (2) unless otherwise expressly agreed by the Sureties in writing, all bonded contract proceeds paid or to be paid will be used solely for payment of claims of subcontractors, vendors, material suppliers and related job costs (including direct labor costs) that would otherwise be a liability of the Surety under any applicable surety bond and that were incurred with respect to the specific bonded contract from which such proceeds derived (unless any applicable Customer Project Completion Agreement approved by the Court designates that such customer will pay for a portion of the Debtors' overhead and costs, in which case the amount paid toward such overhead and costs shall be limited to the designated amount as funded by the customer pursuant to the applicable Customer Project Completion Agreement; provided, however, that, notwithstanding the expedited approval procedures under the first-day Customers Order, the Sureties shall be provided notice and opportunity to object to Court approval with respect to any Customer Project Completion Agreement that contemplates funding of Debtor's

overhead and costs), and any other rights regarding such proceeds are not prejudiced or waived by entry of this Final Order; (3) the Debtors shall provide information reasonably related to the bonded contracts and any payments thereunder and proceeds thereof as is reasonably requested by the Sureties; (4) entry of this Final Order is without prejudice to, and does not constitute a waiver of, any rights of the Sureties in any collateral for the obligations arising under the applicable indemnity agreement, whether in the form of cash, letter of credit, or otherwise; and (5) the Debtors reserve all rights with respect to the Sureties and their respective indemnity agreements and applicable law.

21. **Survival of Final Order and Other Matters.** The provisions of this Final Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any Plan in the Chapter 11 Cases, (ii) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or any Successor Cases, (iii) to the extent authorized by applicable law, dismissing any of the Chapter 11 Cases, (iv) withdrawing of the reference of any of the Chapter 11 Cases from this Court, or (v) providing for abstention from handling or retaining of jurisdiction of any of the Chapter 11 Cases in this Court. The terms and provisions of this Final Order, including the DIP Protections granted pursuant to this Final Order and the DIP Financing Documents, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections shall maintain their priority as provided by this Final Order until all the obligations of the Debtors to the DIP Lender pursuant to the DIP Financing Documents have been indefeasibly paid in full in cash and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Financing Documents which survive such discharge by their terms).

(a) Inconsistency. In the event of any inconsistency between the terms and conditions of the DIP Financing Documents and of this Final Order, the provisions of this Final Order shall govern and control.

(b) Enforceability. This Final Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry of this Final Order. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, 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.

(c) Objections Overruled. All objections to the DIP Motion to the extent not withdrawn or resolved, are hereby overruled on a final basis.

(d) No Waivers or Modification of Interim Order. The Debtors irrevocably waive any right to seek any modification or extension of this Final Order without the prior written consent of the DIP Lender and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Lender.

22. Governmental Consents. Except as otherwise provided herein, the execution, delivery and performance by the Debtors of the DIP Financing Documents and the consummation of the transactions contemplated by the DIP Financing Documents do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any Governmental Authority (as defined in the DIP Credit Agreement).

23. **Retention of Jurisdiction.** The Bankruptcy Court has and will retain jurisdiction to enforce this Final Order.

NOVEMBER 30, 2018

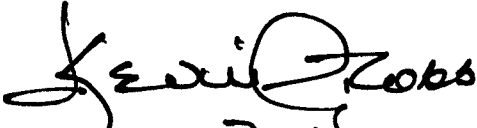

U.S. B.J.

Exhibit A

Amendments to the DIP Credit Agreement

CONTENTS

1.	Defined Terms; Interpretation.....	1
2.	Multi-Draw Term Loan Facility.....	13
3.	Note.....	14
4.	Payment of Interest on the DIP Advances; Payment Terms.....	14
5.	Maturity and Repayment.....	15
6.	Optional and Mandatory Prepayments of the DIP Advances.....	15
7.	Taxes and Other Deductions.....	17
8.	Payments and Evidence of Debt.....	17
9.	Conditions Precedent.....	17
10.	Representations and Warranties.....	20
11.	Covenants.....	2928
12.	Events of Default.....	3837
13.	Creation of Security Interest; Guaranty.....	41
14.	Set-off.....	4746
15.	Notices.....	4746
16.	Time is of the Essence.....	4948
17.	Severability of Provisions.....	4948
18.	Waivers and Amendments; Integration.....	4948
19.	Counterparts.....	4948
20.	Survival.....	4948
21.	Construction of Agreement.....	49
22.	Relationship.....	49
23.	Third Parties.....	5049
24.	Expenses.....	5049

25.	Indemnification.....	51 <u>50</u>
26.	Release.....	51 <u>50</u>
27.	Specific Performance.....	52 <u>51</u>
28.	No Marshalling; Payments Set Aside.....	52 <u>51</u>
29.	Parties Including Trustees; Bankruptcy Court Proceedings.....	52
30.	CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER.....	53 <u>52</u>
31.	Successors and Assigns.....	54 <u>53</u>
32.	Financing Order.....	54

SCHEDULES

Schedule 10(t)	Subsidiaries
Schedule 10(z)	Bonding
Schedule 10(aa)	Mortgaged Properties
Schedule 11.1(d)	Insurance
Schedule 11.1(m)	Post-Closing Matters
Schedule 11.2(a)	Permitted Indebtedness
Schedule 11.2(b)	Permitted Liens
Schedule 11.2(c)	Permitted Leases

EXHIBITS

Exhibit A	Note
Exhibit B	Security Agreement
Exhibit C	Initial Budget
Exhibit D	Interim Order
Exhibit E	Closing Date Certificate

condemnation or seizure of such material Property or for the exercise of any right of eminent domain; or (c) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such material Property, or confiscation of such material Property or the requisition of the use of such material Property. For purposes of this definition, "material" shall mean having a value, individually or in the aggregate, in excess of \$200,000.

"Final Order" means an order of the Bankruptcy Court, in form and substance acceptable to the Lender in its sole discretion, approving this Agreement and the DIP Loans and the other Loan Documents and the Liens and Guaranties granted hereunder and thereunder and the other transactions contemplated hereby and thereby on a final basis as contemplated by the Interim Order, following a hearing as required by Rule 4001(c)(2) of the Federal Rules of Bankruptcy Procedure or such other procedures so approved by the Bankruptcy Court that are acceptable to the Lender in its sole discretion, which shall be in full force and effect and shall not have been stayed, reversed, vacated or otherwise modified (other than with the consent of the Lender in its sole discretion).

"Final Order Entry Date" means the date of entry on the docket of the Bankruptcy Court of the Final Order.

"Financing Order" means the Interim Order or, when applicable, the Final Order.

"First Priority" means, with respect to any security interest or other Lien on assets or other property, that such security interest or other Lien is superior to all other security interests and other Liens on such assets or other property, subject to the Carve-Out and Permitted Liens.

"Flood Insurance Laws" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

"Funding Date" means any date prior to the Maturity Date as designated by the Borrower on at least three (3) Business Days' prior written notice to the Lender.

"Governmental Authority" means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States, or a foreign entity or government.

"Governmental Authorization" means any permit, license, authorization, registration, approval, plan, directive, consent order or consent decree of or from any Governmental Authority.

note receivable or otherwise, but only as and when so received) received by any Debtor from such Permitted Disposition, minus (ii) any bona fide direct costs incurred in connection with such Permitted Disposition satisfied with cash payments, including income, sales, gains, or other taxes payable as a result of a Permitted Disposition.

“**Note**” means a promissory note of the Borrower payable to the order of the Lender, in substantially the form of Exhibit A hereto, evidencing the Indebtedness of the Borrower to the Lender resulting from the DIP Loan made to the Borrower by the Lender.

“**Obligations**” means the DIP Advances, the DIP Commitment and any obligation of any nature of each Debtor and any other obligations from time to time owed to the Lender under this Agreement or any other Loan Document, whether for principal, interest, payments for fees, expenses, indemnification or otherwise, whether or not for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising and however acquired.

“**Obligee Guarantor**” has the meaning assigned to such term in Section 13.2(f).

“**Organizational Documents**” means, (a) for any corporation, the certificate or articles of incorporation, the bylaws, any certificate of determination or instrument relating to the rights of preferred shareholders of such corporation and any shareholder rights agreement, (b) for any partnership, the partnership agreement and, if applicable, certificate of limited partnership, (c) for any limited liability company, the operating agreement and articles or certificate of formation or (d) any other document setting forth the manner of election or duties of the officers, directors, managers or other similar persons, or the designation, amount or relative rights, limitations and preference of the Equity Interests of a Person.

“**Party**” and “**Parties**” has the meaning given to it in the Preamble hereto.

“**PBGC**” means the Pension Benefit Guaranty Corporation or any successor thereto.

“**Pension Plan**” means an Employee Benefit Plan that is subject to Title IV of ERISA.

“**Permitted Disposition**” means, in each case subject to Bankruptcy Court approval, (a) sales or other dispositions of worn, damaged or obsolete equipment in the ordinary course of business, (b) sales of inventory to buyers in the ordinary course of business and (c) Permitted Sales.

“**Permitted Indebtedness**” has the meaning assigned to such term in Section 11.2(a).

“**Permitted Leases**” has the meaning assigned to such term in Section 11.2(c).

“**Permitted Liens**” has the meaning assigned to such term in Section 11.2(b).

“**Permitted Sales**” means (a) the sale of all or substantially all of the Debtors’ assets as a going concern as approved by the Bankruptcy Court pursuant to applicable provisions of the

The DIP Commitment shall be permanently reduced and availability terminated to the extent of the amount funded, immediately and without further action, on each Funding Date. Principal amounts of the DIP Advances that have been repaid or prepaid may not be reborrowed.

2.2 Borrowing Requests. Upon and subject to the entry of the Interim Order and the Final Order, as applicable, each DIP Advance shall be made upon the Borrower's (i) delivery to the Lender of a notice of borrowing executed by an Authorized Officer of the Borrower or (ii) having provided telephonic notice in lieu of such written notice; provided that the Lender may, in its sole discretion, waive the requirement that the Borrower deliver a written, and/or provide telephonic, notice of borrowing and, in the event that such requirement is so waived by the Lender, the occurrence of the funding of the applicable DIP Advance shall serve as conclusive evidence of such waiver. Each such notice must be received by the Lender no later than 1:00 p.m. (New York City time) at least three (3) Business Days prior to the requested date of any borrowing. Each notice of borrowing (whether written or telephonic) shall specify (i) the requested funding date of the DIP Advance (which shall be a Business Day) and (ii) the principal amount of the DIP Advance to be borrowed.

2.3 Use of Proceeds. The proceeds of the DIP Advances shall be used (i) to pay interest, fees and expenses associated with this Agreement, (ii) for Debtors' working capital and general corporate purposes in accordance with the Budget (subject to the Variance) and (iii) to pay costs and expenses associated with the Bankruptcy Cases to the extent consistent with the Budget (subject to the Variance, and including professional costs incurred (including, costs incurred in respect of Case Professionals) and paid in accordance with the Budget (subject to the Variance)). In no event shall the proceeds of any DIP Advance be used to bring any claim or suit against the Lender or to challenge the liens or claims of the Lender.

3. Note

The Borrower's obligation to repay the DIP Advances to the Lender will be evidenced by the Note. The Lender is hereby irrevocably authorized to record on the schedule attached to the Note the information contemplated by such schedule, including prepayments of the DIP Advances. The failure to record, or any error in recording, any such information shall not, however, affect the actual obligations, subject to the correction of any errors, of the Borrower hereunder or under the Note.

4. Payment of Interest on the DIP Advances; Payment Terms

4.1 Interest Rate. The principal amount outstanding for the DIP Advances shall accrue interest, which interest shall be payable as provided in Section 4.3 below, calculated daily at a per annum rate equal to 10% (the "**Interest Rate**"). All computations of interest shall be made on the basis of a 360-day year and actual days elapsed (including the first day but excluding the last day).

- (a) Organization; Requisite Power and Authority; Qualification. Each Debtor (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and subject to the entry of the Financing Order, to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby and hereby, and (iii) is qualified to do business and in good standing in every jurisdiction where its assets are located and wherever necessary to carry out its business and operations, except in jurisdictions where the failure to be so qualified or in good standing has not had, and could not be reasonably expected to have, a Material Adverse Effect.
- (b) Equity Interests and Ownership. The Equity Interests of each Debtor have been duly authorized and validly issued and is fully paid and non-assessable. As of the date hereof, there is no existing option, warrant, call, right, commitment or other agreement to which any Debtor is a party requiring, and there is no membership interest or other Equity Interests of any Debtor outstanding which upon conversion or exchange would require, the issuance by any Debtor of any additional membership interests or other Equity Interests of any Debtor or other Securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase, a membership interest or other Equity Interests of any Debtor. The list of equity security-holders of the Debtors filed with the Bankruptcy Court correctly sets forth the ownership interest of each Debtor.
- (c) Due Authorization. The execution, delivery and performance of the Loan Documents have been duly authorized by all necessary action on the part of each Debtor that is a party thereto, subject to the entry of the Financing Order.
- (d) No Conflict. Upon entry by the Bankruptcy Court of the Financing Order, the execution, delivery and performance by the Debtors of the Loan Documents to which they are parties and the consummation of the transactions contemplated by the Loan Documents do not and will not (i) violate (w) any provision of any law or any governmental rule or regulation applicable to any Debtor, (x) any of the Organizational Documents of any Debtor, or (y) any order, judgment or decree of any court or other agency of government binding on any Debtor; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any Contractual Obligation of any Debtor other than with respect to the Debtors, conflicts, breaches and defaults the enforcement of which will be stayed by virtue of the filing of the Bankruptcy Cases; (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of any Debtor (other than any Liens created under any of the Loan Documents in favor of the Lender and other Permitted Liens); or (iv) require any approval of stockholders, members or partners or any approval or consent of any Person under any Contractual Obligation of any Debtor, except for such approvals or consents which will be obtained on or before the Closing Date.

be deemed to have authorized the Lender to fund the Carve-Out in a segregated account, which account shall be maintained for the benefit of the professionals (and any such amounts funded shall be Obligations hereunder).

- (ii) Upon the entry by the Bankruptcy Court of the Interim Order and subject to the terms thereof, the perfected, First Priority Lien on, and security interest in, the Collateral described in the Loan Documents in favor of the Lender shall continue to be a valid and enforceable perfected First Priority Lien on, and security interest in, all right, title and interest of the Debtors in such Collateral and the proceeds thereof, as security for the Obligations, in each case prior and superior in right to any other Person other than the beneficiaries of the Carve-Out.
- (v) Reorganization Matters.
 - (i) The Bankruptcy Cases were commenced on the Petition Date and proper notice was given of (i) the motion seeking approval of the Loan Documents and the Interim Order, and (ii) the hearing for the approval of the Interim Order. The Debtors shall give, on a timely basis as specified in the Interim Order all notices required to be given to all parties specified in the Interim Order.
 - (ii) In accordance with the terms of the Financing Order, the Obligations will constitute allowed administrative expense claims in the Bankruptcy Cases having priority over all administrative expense claims and unsecured claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 364, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113 and 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject, as to priority only to the Carve-Out and any valid, unavoidable, perfected liens and security interests on the Collateral.
 - (iii) From and after the entry of the Interim Order and pursuant to and to the extent provided in the Interim Order, the Liens securing the Obligations will continue to be valid and enforceable perfected Liens on all of the Collateral of the Debtors in the priorities described therein and in Section 10(u), except as otherwise expressly provided in Section 10(u).
 - (iv) The Interim Order is in full force and effect has not been reversed, stayed, modified or amended (other than with the consent of the Lender in its sole discretion).
- (w) Payment of Obligations. Upon the maturity (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other

- (iv) Subject to the entry of the Financing Order, each Mortgage, upon execution and delivery thereof (or the filing or recording of any Financing Order in lieu thereof) by the party or parties thereto, will create in favor of the Lender a valid and enforceable First Priority Lien on all the applicable mortgagor's right, title and interest in and to the applicable Mortgaged Property covered thereby and the proceeds thereof, and when such Mortgage has been filed in the jurisdiction(s) specified therein, such Mortgage will constitute a perfected Lien on all right, title and interest of the mortgagors in the Mortgaged Property covered thereby and the proceeds thereof, prior and superior to any other Liens except in the case of the Carve-Out and Permitted Liens.
- (bb) Maximum Loan to Collateral Value Ratio. Immediately after giving effect to the borrowing of the applicable DIP Advance, the Loan to Collateral Value Ratio shall not be greater than 75%.
- (cc) Compliance with the Budget. The Debtors are in compliance with the current Budget subject to the Variance.

11. Covenants

11.1 Affirmative Covenants. Each Debtor covenants and agrees, so long as any DIP Commitment is in effect and until payment in full of all Obligations, each Debtor shall, and shall cause its Subsidiaries to, perform all covenants in this Section 11.

- (a) Financial Statements and Other Reports. The Debtors will deliver to the Lender:
 - (i) Budget. Not later than the first Business Day of each week commencing after the delivery of the Initial Budget, (a) a Supplemental Budget extending the Initial Budget for an additional week and (b) a comparison of each line item set forth in the most recent Budget for the week most recently ended against the actual performance for such week with respect to each line item (and on a cumulative basis from the Petition Date to the date of such report), in each case in form and substance reasonably satisfactory to the Lender and certified as complete and accurate by the chief financial officer of the Borrower. The Debtors shall not be permitted to change the Budget in any manner inconsistent with the Variance without the written consent of the Lender in its sole and absolute discretion.
 - (ii) Notice of Default. Promptly upon any officer of any Debtor obtaining knowledge (a) of any condition or event that constitutes a Default or an Event of Default or that notice has been given to any Debtor with respect thereto or (b) the occurrence of any event or change that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect, a certificate of an Authorized Officer specifying the nature and

- (i) Material Contracts. Each Debtor will comply, and shall cause each of its Subsidiaries to comply, with each of their obligations and requirements under their Material Contracts, unless such failure could not reasonably be expected to have a Material Adverse Effect.
- (j) Further Assurances. At any time or from time to time upon the request of the Lender, each Debtor will, at its sole expense, promptly execute, acknowledge and deliver such further agreements, documents, financing statements and instruments and do such other acts and things (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents) as the Lender may reasonably request in order to effect fully the purposes of the Loan Documents. In furtherance and not in limitation of the foregoing, each Debtor shall take such actions as the Lender may reasonably request from time to time to ensure that the Obligations are guaranteed by the Guarantor and are secured by substantially all of the assets and other property of the Debtors and all of the outstanding Equity Interests of each Debtor in accordance with the Financing Order.
- (k) Bankruptcy Milestones.
 - (i) ~~No later than twenty one (21) days after the Petition Date or such greater period agreed to by the Lender in its sole discretion.~~November 30, 2018, the Bankruptcy Court shall have entered the Final Order, and such Final Order shall be in effect and shall not have been reversed, modified, amended or stayed (other than with the written consent of the Lender in its sole discretion);
 - (ii) ~~No later than forty five (45) days after the Petition Date or such greater period agreed to by the Lender in its sole discretion, the Borrower shall have agreed with the Lender on~~The Borrower and the Lender may agree to other bankruptcy milestones provided by the Lender on a good faith basis and consistent with Budget to be incorporated into this Section ~~11.1(k)~~with the consent of the Committee or further order of the Bankruptcy Court.
- (l) Cash Management Systems.
 - (i) The Financing Order shall grant the Lender a validly perfected First Priority Lien on each deposit account and securities account of the Debtors.
 - (ii) The Debtors shall establish and maintain cash management arrangements and procedures satisfactory to the Lender. Promptly upon request by the Lender, the Debtors shall deliver to the Lender a schedule setting forth all deposit accounts and securities accounts that are maintained by the Debtors as of such date, which schedule shall include, the names and

- (c) Breach of Representations, Etc. Any representation, warranty, certification or other statement made or deemed made by any Debtor in any Loan Document or in any statement or certificate at any time given by any Debtor or any of its Subsidiaries in writing pursuant hereto or thereto or in connection herewith or therewith shall be false in any material respect as of the date made or deemed made; or
- (d) Other Defaults Under Loan Documents. Any Debtor shall default in the performance of or compliance with any term contained herein or any of the other Loan Documents or the Cash Management Order, other than any such term referred to in any other clause of this Section 12.1, and such default shall not have been remedied or waived within ~~five~~seven (~~5~~7) days after the earlier of (i) any Authorized Officer of any Debtor becoming aware of such default or (ii) receipt by any Borrower (with a copy to counsel for the Committee) of notice from the Lender of such default; or
- (e) Dissolution. Any order, judgment or decree shall be entered against any Debtor decreeing the dissolution or split up of such Debtor and such order shall remain undischarged or unstayed for a period in excess of thirty (30) days; or
- (f) Employee Benefit Plans. (i) There shall occur one or more ERISA Events which individually or in the aggregate results in or might reasonably be expected to result in liability of the Borrower, the Guarantor, any of their respective Subsidiaries or any of their respective ERISA Affiliates in excess of \$10,000 during the term hereof; or (ii) there exists any fact or circumstance that reasonably could be expected to result in the imposition of a Lien or security interest pursuant to Section 430(k) of the Internal Revenue Code or ERISA or a violation of Section 436 of the Internal Revenue Code; or
- (g) Guarantees, Security Interest and other Loan Documents. At any time after the execution and delivery thereof, (i) the Guaranty for any reason, other than the satisfaction in full of all Obligations, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void or the Guarantor shall repudiate its obligations thereunder, (ii) this Agreement or any other Loan Document ceases to be in full force and effect (other than by reason of a release of Collateral in accordance with the terms hereof or thereof or the satisfaction in full of the Obligations in accordance with the terms hereof) or shall be declared null and void, or the Lender shall not have or shall cease to have a valid and perfected Lien in any Collateral purported to be covered by the grant of security interest contained herein with the priority required in the Financing Order, for any reason other than the failure of the Lender to take any action within its control, or (ii) any Debtor shall contest the validity or enforceability of any Loan Document in writing or deny in writing that it has any further liability, including with respect to future advances by Lender, under any Loan Document to which it is a party or shall contest the validity or perfection of any Lien in any Collateral purported to be covered herein or in the Financing Order; or

relieve or discharge the obligation or liability of any Person not an express party to this Agreement; or (c) give any Person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

24. Expenses

Whether or not the transactions contemplated hereby are consummated, the Debtors agree to pay promptly (a) all the actual and reasonable costs and expenses of the Lender incurred in connection with the negotiation, preparation and execution of the Loan Documents, the Interim Order, the Final Order, the "first day orders" and any other documents in connection with the Bankruptcy Cases and any consents, amendments, waivers or other modifications thereto (whether or not any of the transactions contemplated hereby or thereby shall be consummated); (b) all the actual and reasonable fees, costs and expenses of counsel to the Lender (in each case including allocated costs of internal counsel) in connection with the negotiation, preparation, execution and administration of the Loan Documents and any consents, amendments, waivers or other modifications thereto and any other documents or matters requested by Debtors; (c) all the actual and reasonable costs and expenses of creating, perfecting, recording, maintaining and preserving Liens in favor of the Lender, including filing and recording fees, expenses and taxes, stamp or documentary taxes, search fees, title insurance premiums and reasonable fees, expenses and disbursements of counsel to the Lender; (d) all the actual and reasonable costs and expenses (including the reasonable fees, expenses and disbursements of any appraisers, consultants, advisors and agents employed or retained by the Lender and its counsel) in connection with the custody or preservation of any of the Collateral; (e) all other actual and reasonable costs and expenses incurred by the Lender in connection with the transactions contemplated by the Loan Documents and any consents, amendments, waivers or other modifications thereto; and (f) all the actual and reasonable costs and expenses, including reasonable attorneys' fees and costs of settlement, incurred by the Lender in enforcing any Obligations of or in collecting any payments due from any Debtor hereunder or under the other Loan Documents, including fees and expenses incurred by such parties in connection with the monitoring and participating in the Bankruptcy Cases. Notwithstanding the foregoing, with respect to the actual and reasonable costs and expenses of the Lender incurred prior to the Closing Date in connection with the negotiation, preparation and execution of the Loan Documents (including the actual and reasonable fees, costs and expenses of counsel to the Lender), the Debtors shall only be required to pay an aggregate amount up to \$200,000.

25. Indemnification

In addition to the payment of expenses pursuant to Section 24, whether or not the transactions contemplated hereby are consummated, each Debtor, jointly and severally with the other Debtors, agrees to defend (subject to Indemnitees' selection of counsel), indemnify, pay and hold harmless, (x) the Lender and the officers, partners, members, directors, trustees, advisors, employees, agents, sub-agents and Affiliates of the Lender solely in its role and capacity as the Lender hereunder, and (y) each officer, partner, member, director, trustee, advisor or employee of the Lender, solely in the role and capacity of each such Person as an officer, partner, member, director, trustee, advisor

or employee of the Lender in its role and capacity as the Lender hereunder) (each, an “Indemnitee”), from and against any and all Indemnified Liabilities; provided, no Debtor shall have any obligation to any Indemnitee hereunder with respect to any Indemnified Liabilities to the extent such Indemnified Liabilities arise from the gross negligence or willful misconduct of that Indemnitee, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this Section 25 may be unenforceable in whole or in part because they are violative of any law or public policy, the applicable Debtor shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

26. Release

No Debtor has any defense, counterclaim, offset, recoupment, cross-complaint, claim or demand of any kind or nature whatsoever that can be asserted to reduce or eliminate all of any part of the Debtors’ liability to repay the Lender as provided in this Agreement, or to seek affirmative relief or damages of any kind or nature from the Lender relating to this Agreement. Subject to entry of the Financing Order, the Debtors, each in their own right and with respect to the Debtors, on behalf of their bankruptcy estates, and on behalf of all their successors, assigns, Subsidiaries and any Affiliates and any Person acting for and on behalf of, or claiming through them, (collectively, the “**Releasing Parties**”), hereby fully, finally and forever release and discharge (x) the Lender and all of the Lender’s past and present officers, directors, servants, agents, attorneys, assigns, parents, subsidiaries, and each Person acting for or on behalf of any of them solely in its role and capacity as the Lender hereunder, and (y) each officer, partner, member, director, trustee, advisor or employee of the Lender, solely in the role and capacity of each such Person as an officer, partner, member, director, trustee, advisor or employee of the Lender in its role and capacity as the Lender hereunder) (collectively, the “**Released Parties**”) of and from any and all past, present and future actions, causes of action, demands, suits, claims, liabilities, Liens, lawsuits, adverse consequences, amounts paid in settlement, costs, damages, debts, deficiencies, diminution in value, disbursements, expenses, losses and other obligations of any kind or nature whatsoever, whether in law, equity or otherwise (including, without limitation, those arising under Sections 541 through 550 of the Bankruptcy Code and interest or other carrying costs, penalties, legal, accounting and other professional fees and expenses, and incidental, consequential and punitive damages payable to third parties), whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against any of the Released Parties, whether held in a personal or representative capacity, and which are based on any act, fact, event or omission or other matter, cause or thing occurring at or from any time prior to and including the date hereof in any way, directly or indirectly arising out of, connected with or relating to this Agreement, the other Loan Documents, the Financing Order and the transactions contemplated hereby, and all other agreements, certificates, instruments and other documents and statements (whether written or oral) related to any of the foregoing, provided that solely in the case of attorneys, the provisions of this Section 26 shall be limited to the extent that any such

release would violate any professional disciplinary rules, including Disciplinary Rule 6-102 of the Code of Professional Conduct, to the extent applicable, and, for the avoidance of doubt, all Parties hereto expressly agree and acknowledge that nothing provided for herein or in any other Loan Document (including, without limitation, in any Financing Order) shall entitle any Person (including any Person who is also the Lender) to any release with respect to any actions, causes of action, demands, suits, claims, liabilities, Liens, lawsuits, adverse consequences, amounts paid in settlement, costs, damages, debts, deficiencies, diminution in value, disbursements, expenses, losses and other obligations relating to such Person's role or capacity as the direct or indirect holder of any Equity Interest in either Debtor (or as any officer, partner, member, director, trustee, advisor or employee acting for or on behalf of any of them, of such Person in its role and capacity as direct or indirect holder of any Equity Interest in either Debtor).

27. Specific Performance

The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific performance of the terms hereof, this being in addition to any other remedy to which they are entitled at law or in equity.

28. No Marshalling; Payments Set Aside

The Lender shall not be under any obligation to marshal any assets in favor of any Debtor or any other Person or against or in payment of any or all of the Obligations. To the extent that any Debtor makes a payment or payments to the Lender, or the Lender enforces any security interests or exercise their rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

29. Parties Including Trustees; Bankruptcy Court Proceedings

This Agreement, the other Loan Documents, and all Liens and other rights and privileges created hereby or pursuant hereto or to any other Loan Document shall be binding upon each Debtor, the estate of each Debtor, and any trustee, other estate representative or any successor in interest of any Debtor in any Bankruptcy Case or any case under Chapter 7 of the Bankruptcy Code, and shall not be subject to Section 365 of the Bankruptcy Code. This Agreement and the other Loan Documents shall be binding upon, and inure to the benefit of, the successors of the Lender and its respective assigns, transferees and endorsees. The Liens created by this Agreement and the other Loan Documents shall be and remain valid and perfected in the event of the substantive consolidation or

Exhibit B

Budget



WELDED DIP BUDGET

Final DIP Order - DIP Budget

(USD, \$ thousands)

	Week 1		Week 2		Week 3		Week 4		Week 5		Week 6		Week 7		Week 8		Week 9		Week 10		Week 11		Week 12		Week 13		13 Week Total		
	11/26/18	12/3/18	12/10/18	12/17/18	12/24/18	12/31/18	1/7/19	1/14/19	1/21/19	1/28/19	2/4/19	2/11/19	2/18/19	2/24/19	3/1/19	3/8/19	3/15/19	3/22/19	3/29/19	4/5/19	4/12/19	4/19/19	4/26/19	5/3/19	5/10/19	5/17/19	5/24/19	5/31/19	6/7/19
Receipts																													
Total Receipts, Gross	\$ 50	\$ 125	\$ 125	\$ 444	\$ 444	\$ 1,025	\$ 225	\$ 225	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 398	\$ 398	\$ 7,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,221
Disbursements																													
Total Operating and CGA Disbursements	2,520	684	327	444	1,596	1,025	225	225	25	25	25	25	25	317	317	2,157	180	4,627	216	14,645									14,645
OPERATING CASH FLOW	(2,470)	(559)	(202)	(419)	(1,198)	(1,000)	(200)	(200)	(302)	(302)	(302)	(302)	(302)	81	81	(4,866)	(180)	(4,627)	(216)	(6,424)									(6,424)
Restructuring Professional Fees Cash Payments	45	-	595	107	260	49	-	-	1,500	-	-	-	-	-	-	331	120	813	1,652	5,472									5,472
Utility Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	250	-	-	-	-	-	-	-	-	-	-	250	-	-	-	-	-	-	-	-	250
Total Restructuring Disbursements	45	-	595	107	260	49	-	-	1,750	-	-	-	-	-	-	331	120	813	1,652	5,722									5,722
DIP Proceeds	-	-	-	-	1,189	1,049	238	2,052	-	-	-	-	-	-	-	-	-	-	1,295	1,868	7,691								7,691
Principal Payments	(12)	-	-	-	-	(39)	-	-	-	-	-	-	-	-	-	(172)	-	-	-	(223)								(223)	
Interest Payments and Fees	(12)	-	-	-	1,189	1,010	238	2,052	-	-	-	-	-	-	-	(172)	-	-	-	7,468								7,468	
Total Financing	(24)	-	-	-	1,189	971	238	2,052	-	-	-	-	-	-	-	(172)	-	-	-	7,245								7,245	
NET CASH FLOW	(2,527)	(559)	(797)	(526)	(269)	(39)	(39)	(39)	(302)	(302)	(302)	(302)	(302)	81	81	(4,364)	(300)	(4,145)	(216)	(6,678)									(6,678)
Beginning Cash Balance	6,678	4,151	3,592	2,795	2,269	2,000	1,961	1,961	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,081	2,081	2,000	6,145	2,000	6,678								6,678
Net Cash Flow	(2,527)	(559)	(797)	(526)	(269)	(39)	(39)	(39)	(302)	(302)	(302)	(302)	(302)	81	81	(4,364)	(300)	(4,145)	(216)	(6,678)									(6,678)
Ending Cash Balance	4,151	3,592	2,795	2,269	2,000	1,961	1,961	2,000	2,000	2,000	2,000	2,000	2,000	2,081	2,081	6,445	6,145	2,000	2,000	2,000	4,475								4,475
Beginning DIP Balance Draw / (Paydown)	4,475	4,475	4,475	4,475	4,475	5,664	6,713	6,713	6,951	6,713	6,951	6,713	6,951	9,003	9,003	9,003	9,003	9,003	9,003	9,003	10,298								10,298
Ending DIP Balance	4,475	4,475	4,475	4,475	5,664	6,713	6,951	6,951	9,003	9,003	9,003	9,003	9,003	9,003	9,003	10,298	10,298	10,298	10,298	10,298	12,166								12,166