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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

MULTI-COLOR CORPORATION, *et al.*,  
Debtors.<sup>1</sup>

Chapter 11

Case No. 26-10910 (MBK)

(Joint Administration Requested)

<sup>1</sup> The last four digits of Debtor Multi-Color Corporation’s tax identification number are 5853. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.veritaglobal.net/MCC>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.



**DEBTORS' MOTION FOR ENTRY OF INTERIM  
AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO  
(A) CONTINUE USING THE CASH MANAGEMENT SYSTEM,  
(B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED  
THERE TO, (C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS,  
BUSINESS FORMS, AND BOOKS AND RECORDS, AND (D) CONTINUE  
INTERCOMPANY TRANSACTIONS AND (II) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state as follows in support of this motion (the "Motion"):<sup>2</sup>

**Relief Requested**

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to (i) continue using their cash management system, (ii) maintain and use the Corporate Credit Card Programs, (iii) honor certain prepetition obligations related thereto, (iv) maintain existing debtor bank accounts, business forms, and books and records, and (v) continue intercompany transactions and funding consistent with the Debtors' historical practices, and grant administrative expense status to any such postpetition intercompany transactions among the Debtors and between the Debtors and their non-Debtor affiliates; and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately thirty (30) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

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<sup>2</sup> A detailed description of the Debtors, their business, and the facts and circumstances giving rise to the Debtors' chapter 11 cases is set forth in the *Declaration of Garrett Gabel, Chief Restructuring Officer of Multi-Color Corporation and Certain of Its Affiliates, in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 345, 363, 364, and 503 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 9013–1 and 9013–5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

### **Background**

5. The Debtors, together with their non-Debtor affiliates (collectively, “MCC” or the “Company”) are a leading global provider of prime label solutions, supporting prominent brands across end categories, including food and beverage, wine and spirits, home and personal care, and healthcare, among others. Since its inception in 1916 as the Franklin Development Company, MCC has remained a consistent pioneer of label printing. Over the years, the Company has continuously added new print technologies—including pressure sensitive, cut and stack, roll-fed, in-mold, shrink sleeve, and radio frequency identification (RFID)—and innovations to its arsenal to provide customers with the right label solution coupled with value-additive service. Headquartered in Atlanta, Georgia, MCC currently employs approximately 12,800 employees and

has exponentially grown its global footprint for over a century, with current operations in over 90 facilities across the globe.

6. On January 29, 2026 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

### **The Cash Management System**

#### **I. Overview.**

7. In the ordinary course of business, the Debtors and their non-Debtor affiliates (the “Non-Debtor Affiliates”) operate a complex cash management system (the “Cash Management System”), a schematic of which is attached as Exhibit 1 to the Interim Order and the Final Order. MCC uses the Cash Management System to collect, transfer, and disburse funds generated from its operations and to facilitate cash monitoring, forecasting, and reporting. For certain of the Debtor Bank Accounts (as defined herein), MCC’s treasury department maintains daily oversight over the Cash Management System and implements cash management controls for accepting, processing, and releasing funds, including in connection with certain Intercompany Transactions (as defined herein). Further, MCC’s accounting department manages disbursements and regularly reconciles MCC’s books and records to ensure that all transfers are accounted for properly. For the Cash-Pool Accounts (as defined herein), the Cash-Pool Leader (as defined herein) manages and maintains funds in connection with the Cash-Pool (as defined herein), as further described below. For the ROW Accounts (as defined herein) located throughout the rest

of the world, local finance teams manage oversight of the respective Bank Accounts, with specific processes varying from country to country. The Cash Management System is similar to those commonly employed by businesses comparable in size and scale to MCC to help control funds, ensure cash availability for each entity, and reduce administrative expenses by efficiently facilitating the movement of funds among multiple entities.

8. Because of the nature and operational scale of the Debtors' business, any disruption to the Cash Management System would have an immediate and material adverse effect on the Debtors' business and operations, to the detriment of their estates and stakeholders. Accordingly, to minimize the disruption caused by these chapter 11 cases, the Debtors request authority to continue to use their existing Cash Management System during the pendency of these chapter 11 cases, subject to the terms described herein.

## **II. The Bank Accounts and Flow of Funds.**

9. As of the Petition Date, the Cash Management System is composed of 279 bank accounts (each, a "Bank Account") and collectively, the "Bank Accounts") held at 43 financial institutions (the "Cash Management Banks"). The Bank Accounts are identified on Exhibit 2 attached to the Interim Order and Final Order and described in more detail below.<sup>3</sup> Of the Bank Accounts, 143 are owned and controlled by the Debtors (the "Debtor Bank Accounts") and the remaining 136 are owned and controlled by the Non-Debtor Affiliates (the "Non-Debtor Bank Accounts"). As of the Petition Date, the aggregate balance of funds held in the Debtor Bank Accounts is approximately \$67.0 million and the aggregate balance of funds held in the Non-Debtor Bank Accounts is approximately \$31.0 million. The Debtors hold 90 Debtor Bank

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<sup>3</sup> Although Exhibit 2 is intended to be comprehensive, the Debtors may have inadvertently omitted Bank Accounts from Exhibit 2. To the extent that any Bank Account has been inadvertently omitted from Exhibit 2, the Debtors request that the order granting the relief sought herein apply to such Bank Account.

Accounts at their primary Cash Management Bank, Citibank, N.A., its branches and affiliates (“Citi” or “Citibank”), with the remaining Debtor Bank Accounts held at the following banks and financial institutions:

- Twenty Debtor Bank Accounts at Bank of America, N.A. (“BoA”);
- Ten Debtor Bank Accounts at BBVA Mexico, S.A. (“BBVA”);
- Five Debtor Bank Accounts at PNC Bank, N.A. (“PNC”);
- Four Debtor Bank Accounts at Banco Santander Mexico, S.A. (“Banco Santander”);
- Three Debtor Bank Accounts at Banco Monex, S.A. (“Banco Monex”);
- Three Debtor Bank Accounts at KBC Group N.V. (“KBC”);
- Two Debtor Bank Accounts at BMO Bank of Montreal (“BMO”);
- Two Debtor Bank Accounts at ConnectOne Bancorp, Inc. (“ConnectOne”);
- Two Debtor Bank Accounts at HSBC Bank Mexico (“HSBC”); and
- Two Debtor Bank Accounts at Crédit Industriel et Commercial, S.A. (“CIC”).

10. The Bank Accounts generally fall into one of the following categories:<sup>4</sup>

Accounts	Description of Cash Management System Accounts
<b>ZBA Program</b>	
<p><b><u>Master Concentration Account</u></b></p> <p>Multi-Color Corporation  <i>One account:</i>                      BoA xx0387</p>	<p>Five Debtor entities are part of the Bank of America Zero Balance Account program (the “<u>ZBA Program</u>”), including: Multi-Color Corporation; MCC Manufacturing, Inc.; MCC Smart Packaging Solutions, LLC; W/S Packaging Group, LLC; and MCC Verstraete In Mold Labels USA Inc. The ZBA Program includes the Debtors’ master concentration account (the “<u>Master Concentration Account</u>”), which is the primary account for the Debtors’ operational activities in the United States, as well as the Receivables Accounts and the Disbursement Accounts (each as defined below and collectively with the Master Concentration Account, the “<u>ZBAs</u>”). The ZBAs automatically maintain zero balances by transferring funds deposited therein on a daily basis, multiple times a day, to other Bank Accounts in the Cash Management System, with the exception of the Master Concentration Account which does carry a daily balance.</p>

<sup>4</sup> These descriptions are for illustrative purposes only.

Accounts	Description of Cash Management System Accounts
	<p>The Master Concentration Account is funded by various Bank Accounts throughout the Cash Management System, as well as by third-party deposits. All receipts from the Debtors’ customers received in the Receivables Accounts are automatically swept into the Master Concentration Account daily. Thereafter, manual disbursements are made to multiple Bank Accounts from the Master Concentration Account, including to the Disbursement Accounts, the ROW Accounts, and the Cash-Pool Accounts to fund the Debtors’ operations throughout the world. The Master Concentration Account also disburses funds in connection with interest payments, ABL payments, and taxes and legal fees, as necessary.</p>
<p><b><u>Receivables Accounts</u></b></p> <p>MCC Manufacturing, Inc.  <i>Two accounts:</i>                      BoA xx8119                      BoA xx0045</p> <p>MCC Smart Packaging Solutions, LLC  <i>One account:</i>                      BoA xx7649</p> <p>Multi-Color Corporation  <i>One account:</i>                      BoA xx0382</p> <p>W/S Packaging Group, LLC  <i>One account:</i>                      BoA xx7441</p>	<p>As part of the ZBA Program, the Debtors hold five Debtor Bank Accounts that process customer receipts in order to fund the Master Concentration Account (the “<u>Receivables Accounts</u>”).</p> <ul style="list-style-type: none"> <li>• The Debtors receive deposits from various third parties, including customers, in Debtor Bank Accounts xx8119, xx0045, xx7441, and xx0382. The Debtors automatically transfer the funds received from these depository accounts to the Master Concentration Account on a daily basis.</li> <li>• The Debtors use Debtor Bank Account xx7649 as an operating account for, among other things, the disbursement of funds to third-party suppliers. The operating account is funded by receipts from customers as well as Debtor Bank Accounts xx8119, xx0045, and xx7441.</li> </ul>
<p><b><u>Disbursement Accounts</u></b></p> <p>W/S Packaging Group, LLC  <i>One account:</i>                      BoA xx0035</p> <p>Multi-Color Corporation  <i>Three accounts:</i>                      BoA xx0010                      BoA xx0400                      BoA xx4845</p> <p>MCC Manufacturing, Inc.  <i>Three accounts:</i>                      BoA xx9761                      BoA xx0064                      BoA xx0641</p> <p>MCC Verstraete In Mold Labels USA Inc.  <i>One account:</i>                      BoA xx0764</p>	<p>The Debtors use various Debtor Bank Accounts to make disbursements related to their operational needs, including certain general and administrative expenses, other corporate expenses, and third-party payments, all of which are funded by the Master Concentration Account (the “<u>Disbursement Accounts</u>”).</p> <ul style="list-style-type: none"> <li>• The Debtors use Debtor Bank Accounts xx0035 and xx0641 to disburse funds to suppliers. The Debtors also use Debtor Bank Account xx0035 to pay fees for the Debtors’ obligations in connection with health benefits provided to their employees, including health insurance. Such Debtor Bank Accounts are funded automatically by the Master Concentration Account.</li> <li>• The Debtors maintain Debtor Bank Accounts xx0064, xx0764, and xx4845 to meet their payroll obligations to their employees. Debtor Bank Accounts xx0064 and xx4845 are used primarily for satisfying payroll payments, while the Debtors use Debtor Bank Account xx0764 for both payroll and supplier payments. Such Debtor Bank Accounts are funded automatically by the Master Concentration Account.</li> <li>• The Debtors use Debtor Bank Accounts xx0010 and xx0400 to disburse funds through either checks or wires and ACH, respectively, to suppliers. These Debtor Bank Accounts are funded automatically by the Master Concentration Account.</li> </ul>

Accounts	Description of Cash Management System Accounts
	<ul style="list-style-type: none"> <li>In connection with the manufacturing portion of the Debtors' label business, the Debtors disburse funds from Debtor Bank Account xx9761 to certain Canadian Debtor entities to satisfy customer payments. Such Debtor Bank Account is funded automatically by the Master Concentration Account.</li> </ul>
<b>ROW System</b>	
<p><b><u>ROW Accounts</u></b></p> <p>See <u>Exhibit B</u> attached to the Orders for a list of Debtor Accounts that fall into this category.</p>	<p>Beyond the ZBA Program, to manage operations throughout the rest of the world, the Company maintains 159 Bank Accounts across 25 countries at 41 different Cash Management Banks (the "<u>ROW Accounts</u>") that are not part of the Cash-Pool Participant Accounts (as defined below). Of the ROW Accounts, 50 are Debtor Bank Accounts and 109 are Non-Debtor Bank Accounts. The ROW Accounts typically receive and transfer funds to and from Debtor entities Multi-Color UK Holdings 2 Limited and Multi-Color Corporation. The funding of the ROW Accounts is typically done on a manual basis and effectuated pursuant to royalty agreements, intercompany loans, and/or cash dividends.</p>
<b>Global Pool System</b>	
<p><b><u>Cash-Pool Master Accounts</u></b></p> <p>Multi-Color UK Holdings 2 Limited</p> <p><i>Thirteen accounts:</i></p> <p>Citi xx7501  Citi xx3942  Citi xx3985  Citi xx2989  Citi xx3934  Citi xx3969  Citi xx0742  Citi xx2997  Citi xx7528  Citi xx3950  Citi xx3004  Citi xx3977  Citi xx0111</p>	<p>As further described below, the Company has a global cash pooling arrangement whereby the Company maintains one central concentration account that consolidates funds from multiple other Bank Accounts in the Cash Management System to centralize cash management, optimize interest earnings, reduce borrowing needs, and improve overall liquidity and financial visibility for the Company as a whole, pursuant to that certain Master Intercompany Cash-Pooling Agreement (the "<u>Cash-Pool</u>," and all accounts associated therewith, the "<u>Cash-Pool Accounts</u>").</p> <p>Debtor Multi-Color UK Holdings 2 is the cash pool leader (the "<u>Cash-Pool Leader</u>") and there are 36 other entities at the Company that are participants in the Cash-Pool (the "<u>Cash-Pool Participants</u>"). The Cash-Pool Leader actively manages liquidity across the Cash-Pool by performing daily manual sweeps of excess cash from the Cash-Pool Participant Accounts and conducting additional transfers, as necessary.</p> <p>The Cash-Pool Leader maintains thirteen Debtor Bank Accounts that are part of the Cash-Pool, with one separate account for each of the major currencies party to the Cash-Pool, along with one additional USD account (collectively, the "<u>Cash-Pool Master Accounts</u>"). The Cash-Pool Leader arranges for daily balancing transactions between the Cash-Pool Master Accounts and each of the Cash-Pool Participant Accounts so that the balance of liquidity on each Cash-Pool Participant Account is restored to the respective target balance, as defined by the Cash-Pool Leader. It is understood that the Cash-Pool Leader may change the parameters of the target balance at any time.</p>
<p><b><u>MCC Cash-Pool Concentration Account</u></b></p> <p>Multi-Color Corporation</p> <p><i>One account:</i></p> <p>Citi xx2658</p>	<p>In connection with the Cash-Pool, Multi-Color Corporation maintains the main concentration account (the "<u>MCC Cash-Pool Concentration Account</u>," and together with the Master Concentration Account, the "<u>Concentration Accounts</u>"). Based on the target set by the Cash-Pool Leader, when the Cash-Pool is in need of funding, cash is transferred from the Master Concentration</p>

Accounts	Description of Cash Management System Accounts
	Account to the MCC Cash-Pool Concentration Account. Conversely, when the Cash-Pool has excess cash, funds are transferred from the MCC Cash-Pool Concentration Account to the Master Concentration Account.
<p><b><u>Cash-Pool Participant Accounts</u></b>            83 Bank Accounts, 58 of which are Debtor Bank Accounts</p> <p><i>See Exhibit B</i> attached to the Orders for a list of Debtor Cash-Pool Participant Accounts.</p>	<p>The Cash-Pool Participants maintain 83 Bank Accounts (the “<u>Cash-Pool Participant Accounts</u>”), which are generally funded by customer collections, the Cash-Pool Master Accounts, and certain other operating accounts outside of the Cash-Pool. The Cash-Pool Participant Accounts maintain sufficient minimum liquidity to meet regulatory requirements within the Cash-Pool Participants’ respective jurisdictions and to meet the Cash-Pool Leader’s target balance parameters. Sweeps between the Cash-Pool Master Accounts and the Cash-Pool Participant Accounts are recorded as credit sweeps, recorded by the Cash-Pool Leader as a credit to the in-house cash account of the relevant Cash-Pool Participant. In the event of a cash shortfall, the Cash-Pool Leader arranges for a debit sweep from the Cash-Pool Participant’s corresponding Cash-Pool Master Account to restore it to the target balance. On a daily basis, the Cash-Pool Leader calculates the balance on each Cash-Pool Participant’s in house cash account, aggregating all executed credit and debit sweeps to report a single, aggregate balance. Thereafter, a credit balance is deemed a Cash-Pool deposit, and a debit balance is deemed a Cash-Pool loan. Cash-Pool deposits are repayable by the Cash-Pool Leader on demand of the Cash-Pool Participant and Cash-Pool loans are repayable by the Cash-Pool Participant on demand by the Cash-Pool Leader.</p>
<b><u>Legacy Accounts</u></b>	
<p><b><u>Legacy Accounts</u></b></p> <p>Multi-Color Corporation  <i>Two accounts:</i>            PNC xx6128            PNC xx9324</p> <p>MCC Manufacturing, Inc.  <i>Three accounts:</i>            PNC xx2695            PNC xx2263            PNC xx2335</p> <p>Lux Global Label Puerto Rico, LLC  <i>Two accounts:</i>            PNC xx7638            PNC xx7611</p>	<p>The Debtors have certain legacy accounts related to a prior cash management and banking arrangement that remain active but carry de minimis balances (the “<u>Legacy Accounts</u>”). The Debtors maintain Debtor Bank Account xx6128 as the main concentration account, which is currently unused and scheduled to be closed given that it has no remaining purpose.</p> <p>Debtor Bank Accounts xx9324, xx2695, xx2263, and xx2335 are the operating accounts, functioning as legacy depository accounts where residual consumer receipts are received, which manually transfer funds to the Master Concentration Account from time to time.</p> <p>In addition to the legacy Debtor Bank Accounts, Non-Debtor Affiliate Lux Global Label Puerto Rico, LLC also holds two Non-Debtor Bank Accounts in connection with the Company’s prior cash management and banking arrangement. Such Non-Debtor Bank Accounts serve as collections and operating accounts for business operations in Puerto Rico.</p>

Accounts	Description of Cash Management System Accounts
<b>Chapter 11 Bank Accounts</b>	
<p><b><u>Adequate Assurance Account</u></b></p> <p>MCC-Norwood, LLC  <i>One account:</i>                      ConnectOne xx9421</p>	<p>As further described in the Utilities Motion, the Debtors intend to fund Debtor Bank Account xx9421 with an amount sufficient to establish adequate assurance of payment for utility providers (the “<u>Adequate Assurance Account</u>”).<sup>5</sup></p>
<p><b><u>DIP Account</u></b></p> <p>MCC-Norwood, LLC  <i>One account:</i>                      ConnectOne xx6140</p>	<p>To assist with the Debtors’ operations, the Debtors maintain Debtor Bank Account xx6140 to receive proceeds in connection with the DIP facility during the pendency of these chapter 11 cases.</p>

**III. Ordinary Course Cash Flows.**

11. As a large, complex organization, the Debtors depend on the timely and efficient collection, transfer, and disbursement of funds. The Cash Management System is tailored to meet the Debtors’ operating needs, to enable control over the Debtors’ funds, to ensure cash availability and liquidity, to comply with requirements under their financing arrangements and applicable laws and regulations, and to reduce administrative expenses incurred in connection with the movement of funds and the reporting of accurate account balances. In the ordinary course of business, the Debtors receive funds on account of their design and production of a wide variety of labels for their customers and use these collections to fund their operations and debt service obligations, including certain general and administrative expenses, payroll, and vendor payments. Due to the nature of the Debtors’ business and the disruption to the business that would result if the Debtors were forced to close their existing Debtor Bank Accounts, it is critical that the Cash Management System remain in place on a postpetition basis.

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<sup>5</sup> Pursuant to the Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Approving the Debtors’ Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers From Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors’ Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief, filed contemporaneously herewith (the “Utilities Motion”), the Debtors propose to deposit approximately \$1.2 million into a segregated account to provide adequate assurance of payment to the Debtors’ utility providers.

12. The Cash Management System is organized, administered, and managed by the Debtors' treasury team. With respect to the Cash-Pool Accounts party to the Cash-Pooling Agreement (as defined below), the Cash-Pool Leader consolidates and otherwise manages the cash of the Cash-Pool Participants pursuant to the Cash-Pooling Agreement. The Cash-Pooling Agreement allows the Company to optimize its cash balances while satisfying ongoing liquidity requirements in an efficient and predictable manner.

**A. Cash Generation.**

13. As described in greater detail in the First Day Declaration, MCC's ordinary course operations involve producing and manufacturing quality labels and providing graphic services to global brands in the food and beverage, home and personal care, wine and spirits, healthcare, and automotive industries, among others. Substantially all of MCC's cash on hand comprises of revenue from MCC's ongoing operations and proceeds from funded-debt borrowings. The Debtors estimate that collections for the Cash Management System average approximately \$228.0 million per month. Generally, customer deposits and any other collections from third-parties flow to the Receivables Accounts, which are then automatically swept into the Master Concentration Account daily. Funds from the Master Concentration Account are transferred to the MCC Cash-Pool Concentration Account on an as-needed basis, after which such funds will flow to the Cash-Pool Master Accounts and the Cash-Pool Leader will make additional transfers to the Cash-Pool Participant Accounts as necessary. The Cash-Pool Participant Accounts also receive funds from customer collections and certain other operating accounts outside of the Cash-Pool.

**B. Cash Disbursements.**

14. In the ordinary course of business, the Debtors use various Bank Accounts to satisfy their obligations to third-parties, including vendors, employees, and others. The Debtors use the

Disbursement Accounts, each a part of the ZBA Program and funded from the Master Concentration Account, as the main sources of disbursements. Disbursements from the Disbursement Accounts primarily consist of routine payments related to payroll and health insurance and supplier obligations as well as to manage liquidity needs and settle Intercompany Transactions. With respect to the Cash-Pool, the Cash-Pool Leader makes disbursements from the Cash-Pool Master Accounts to the Cash-Pool Participant Accounts or to third parties to meet the Cash-Pool Leader's payment obligations. The Debtors estimate that disbursements for the Cash Management System average approximately \$214.0 million per month.

#### **IV. Corporate Credit Card Programs.**

15. As part of the Cash Management System, in the ordinary course of business the Debtors provide certain employees with access to purchase cards through BoA (the "Purchase Cards") and corporate credit cards through BoA, Banco Citi Mexico, S.A., American Express, and Citi (the "Credit Cards," and together with the Purchase Cards, the "Corporate Credit Cards"), all on arm's-length terms (collectively, the "Corporate Credit Card Programs"). The Debtors only provide Corporate Credit Cards on a case-by-case basis to employees if there is a justifiable business need.

16. The Debtors currently maintain five Purchase Cards which are reimbursed from Debtor Bank Accounts xx0400, xx9761, xx0641, and xx0035. The Purchase Cards are primarily used by the procurement and sourcing team to pay vendors. In addition, the Debtors currently maintain approximately 1,470 Credit Cards which are reimbursed from the applicable Debtors' corresponding Debtor Bank Account. The Credit Cards are primarily used by the Debtors' employees to pay for certain work-related expenses, such as work-related travel expenses including meals, accommodations, ground transportation, fuel, and all other business-related expenses incurred while traveling, as well as small, non-recurring purchases made on behalf of the

Debtors. The total credit limit as of the date hereof for the Corporate Credit Card Programs collectively is \$40.0 million. The Debtors' treasury department maintains ongoing oversight and administration of the Corporate Credit Card Programs. Expenses incurred on account of the Corporate Credit Card Programs are billed directly to the Debtors and do not pass through the employees' personal financial accounts.

17. On average, the Debtors spend approximately \$22.0 million in the aggregate per month on account of the Corporate Credit Card Programs. The Debtors estimate that there is approximately \$35.0 million outstanding on account of the Corporate Credit Card Programs as of the Petition Date, all of which is or will become due before the entry of the Final Order (the "Interim Period").

18. The Corporate Credit Card Programs are an integral part of the Debtors' Cash Management System. Employees' continued use of the Corporate Credit Cards for travel, office supplies, vendor payments, and other work-related purposes, and the Debtors' ability to reimburse expenses incurred through the Corporate Credit Card Programs, is essential to the Debtors' ongoing operations. Accordingly, the Debtors seek authority, but not direction, to maintain the Corporate Credit Card Programs, issue Corporate Credit Cards pursuant to the Corporate Credit Card Programs, subject to any terms and conditions thereof, and to pay any prepetition or postpetition obligations with respect thereto, including any administrative fees and charges owed in connection therewith, in each case in the ordinary course of business.

**V. Compliance with the Bankruptcy Code and U.S. Trustee Guidelines.**

**A. Compliance with U.S. Trustee Guidelines and Section 345 of the Bankruptcy Code.**

19. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money of a debtor's estates, such as cash, as "will yield

the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a). Section 345(b) of the Bankruptcy Code requires a debtor’s bank to post a bond unless a debtor’s funds are “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States.” 11 U.S.C. § 345(b). To comply with section 345 of the Bankruptcy Code, the *Region 3 Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees* (the “U.S. Trustee Guidelines”) for the United States Trustee for the District of New Jersey (the “U.S. Trustee”) generally require chapter 11 debtors to, among other things, deposit all estate funds into accounts with an authorized bank depository (each, an “Authorized Depository” and collectively, “Authorized Depositories”) that agrees to comply with certain requirements set by the U.S. Trustee.

20. As of the Petition Date, the Debtors’ Bank Accounts generally comply with section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines. Collectively, the Debtors maintain a total of 143 Debtor Bank Accounts at the Cash Management Banks. The Debtors understand that BoA, BMO, ConnectOne, and PNC are Authorized Depositories. Banco Santander, BBVA, Citi, HSBC, KBC, Banco Monex, and CIC are Cash Management Banks not designated as authorized depositories pursuant to the U.S. Trustee Guidelines (the “Non-Authorized Depository Banks”). Given the Debtors’ global reach and cash management requirements, it is not feasible to consolidate all cash activities to the narrow group of financial institutions approved in the U.S. Trustee Guidelines.

21. The Debtors’ main operating accounts are at Authorized Depositories under the U.S. Trustee Guidelines. The Non-Authorized Depository Banks are well-capitalized, financially stable, and reputable institutions. Banco Santander and BBVA are based in Spain, Banco Monex

is based in Mexico, HSBC is based in London, and KBC is based in Belgium, and are thus less likely to be identified by the U.S. Trustee as an Authorized Depository due to their location. Further, all of the Debtor Bank Accounts are insured by the Federal Deposit Insurance Corporation (“FDIC”) or the FDIC-equivalent in the applicable countries.

22. Cause exists to allow the Debtors to continue utilizing the existing Bank Accounts consistent with historical practices. If the Debtors open any new Bank Accounts during these chapter 11 cases, the Debtors will do so at institutions which are designated as Authorized Depositories. The Cash Management System is complex and critical to the ongoing stability of the Debtors’ business. Relocating the Cash Management System to U.S.-only accounts and/or to one or more Authorized Depositories (a) would impose an excessive administrative burden on the Debtors and (b) could have tax or regulatory impacts which would require extensive diligence and analysis to ensure that no unwanted or detrimental effects would stem from such a transition.

23. To the extent the Court does not determine that the requirements of section 345(b) of the Bankruptcy Code are satisfied, the Debtors request that the Court grant the Debtors a 30-day extension, without prejudice to the Debtors’ right to seek an additional extension after the entry of the Interim Order to either (a) bring the applicable Debtor Bank Accounts into compliance with section 345(b) of the Bankruptcy Code or (b) seek appropriate relief from the Court.

24. Separately, although the Debtors are requesting that they not be required to close any Debtor Bank Accounts, the Debtors may determine, in their reasonable business judgment, that opening new Debtor Bank Accounts and/or closing existing Debtor Bank Accounts in the ordinary course of business is in the best interest of their estates. While the Debtors do not currently have plans to open new Debtor Bank Accounts, the Debtors request that nothing contained herein prevents the Debtors from opening any new Debtor Bank Accounts or closing

existing Debtor Bank Accounts as they may deem necessary and appropriate in their sole discretion.

**B. Compliance with U.S. Trustee Guidelines as to Business Forms and Books and Records.**

25. As part of the Cash Management System, in the ordinary course of business, the Debtors use a variety of preprinted business forms including letterhead, checks, vendor setup forms, invoices, customer credit applications, and other business forms (collectively, and as they may be modified from time to time, the “Business Forms”). The Debtors also maintain books and records to document their financial results and a wide array of operating information (collectively, the “Books and Records”). The U.S. Trustee Guidelines require that the Debtors’ Cash Management Banks print “Debtor in Possession” and the bankruptcy case number on checks issued after the Petition Date. To avoid a material disruption to their business operations and to minimize administrative expense to their estates, the Debtors request authorization to continue using all of the Business Forms and Books and Records in a manner consistent with prepetition practice, without reference to the Debtors’ status as chapter 11 debtors in possession, *provided* that the Debtors shall include the “Debtor in Possession” designation with the corresponding case number on all replacement stock Business Forms once the existing preprinted stock is depleted.

**VI. Bank Accounts and Fees.**

26. In the ordinary course of business, the Debtors incur periodic service charges and other fees in connection with maintenance of the Cash Management System (collectively, the “Bank Fees”). The due dates of such Bank Fees vary and are generally paid automatically daily, monthly, or quarterly. The Debtors incur approximately \$70,000 in the aggregate in Bank Fees each month under the Cash Management System to maintain the Debtor Bank Accounts. The Debtors estimate that they owe approximately \$70,000 total in prepetition Bank Fees as of the

Petition Date, all of which is or will come due during the Interim Period. To ensure the uninterrupted operations of their Cash Management System, the Debtors seek authority, but not direction, to continue paying Bank Fees, including any Bank Fees that accrued prior to the Petition Date, in the ordinary course on a postpetition basis, consistent with historical practice.

## **VII. Intercompany Transactions.**

27. In the ordinary course of business, the Debtors maintain and engage in routine business relationships with each other and their Non-Debtor Affiliates (such ordinary course transactions, the “Intercompany Transactions”), resulting in intercompany receivables and payables (the “Intercompany Balances”). As described in greater detail herein, the Intercompany Transactions include, among others, transactions related to (a) the Master Intercompany Cash-Pooling Agreement (the “Cash-Pooling Agreement”) regarding the Debtors’ cash-pooling arrangement among the Cash-Pool Leader and the Cash-Pool Participants, (b) the transfer of funds from the Debtors to or on behalf of Canadian Debtor entities and Non-Debtor Affiliate Lux Global Label Puerto Rico, LLC (collectively, the “North American Transfers”), (c) the shared services arrangements (the agreements thereunder, the “Shared Services Agreements”) between the Shared Services Provider and the Shared Services Recipients (each as defined below), (d) the royalty agreements between Debtor Multi-Color Corporation and foreign Debtor and Non-Debtor Affiliates, (e) operational allocations from Debtor Multi-Color Corporation to the Company’s plants located in the United States through Debtor MCC Manufacturing, Inc., (f) the Intercompany Loans (as defined below) between Debtors and foreign Non-Debtor Affiliates, and (g) the Service Fees between the Service Entity and the Service Recipients (each as defined below). As described in further detail below, the Debtors generally account for all Intercompany Transactions and Intercompany Balances through clear and organized processes. The Debtors will track and monitor postpetition Intercompany Transactions in the ordinary course of business.

28. The Intercompany Transactions are an essential component of MCC's operations and centralized Cash Management System. Any interruption of the Intercompany Transactions would severely disrupt the Debtors' operations and greatly harm the Debtors' estates and their stakeholders, as these Intercompany Transactions are integral in allowing MCC to support its operations across the globe. Accordingly, the Debtors seek authority—and, to the extent applicable, relief from the automatic stay—to continue the Intercompany Transactions (including with respect to “netting” or setoffs, and, for the avoidance of doubt, those including Non-Debtor Affiliates) and make payments on account of obligations related thereto incurred both prepetition and postpetition, including Intercompany Transactions with Non-Debtor Affiliates, in the ordinary course of business in a manner consistent with the Debtors' past practice.<sup>6</sup>

29. ***Master Intercompany Cash-Pooling Agreement.*** As described above, pursuant to the Cash-Pooling Agreement, Debtor Multi-Color UK Holdings 2 Limited, the Cash-Pool Leader, manages liquidity across the 36 Cash-Pool Participants by performing daily sweeps. The Cash-Pool Participants are a mix of Debtors and Non-Debtor Affiliates. In the ordinary course of the Debtors' business, the Cash-Pool Leader will instruct certain transfers to be made depending on the applicable Cash-Pool Participant's relative liquidity as compared to the Cash-Pool's target balance.<sup>7</sup> If the Cash-Pool Participant's cash level is above the target balance, then the funds in the applicable Cash-Pool Participant Account will be swept into the Cash-Pool Master Accounts and conversely, if the cash levels are below the target balance, the applicable Cash-Pool Participant Account will receive funding from the Cash-Pool Master Accounts. The Cash-Pool Leader

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<sup>6</sup> This Motion provides an overview of the Debtors' typical Intercompany Transactions. The relief requested herein is applicable with respect to all Intercompany Transactions and is not limited to those Intercompany Transactions described in this Motion.

<sup>7</sup> The target balance is either zero or a fixed value, as determined by the Cash-Pool Leader.

provides cash-pooling in different currencies to the Cash-Pool Participants through automated zero balancing and target balancing transfers either by outsourcing such activities to one or more financial institutions or by manually initiated funding or deposit transfers. Funds held by Debtor Multi-Color UK Holdings 2 Limited in the Cash-Pool Master Accounts are also transferred to and from Debtor Multi-Color Corporation in the MCC Cash-Pool Concentration Account. As such, in connection with the Cash-Pool, the Debtors are conducting transfers of funds to and from other Debtors, as well as certain Non-Debtor Affiliates, in the ordinary course of business on a regular basis.

30. Amounts transferred to or drawn from the Cash-Pool are recorded and accounted for pursuant to the terms of the Cash-Pooling Agreement, which provides that the Cash-Pool Leader shall maintain specific intercompany accounts (the “Intercompany Accounts”) in each currency and record any and all Intercompany Transactions occurring between the Cash-Pool Leader and the Cash-Pool Participants in the Intercompany Accounts.<sup>8</sup> The Cash-Pool Leader records transfers from the Cash-Pool Participant Accounts to the Cash-Pool Master Accounts as credits to the Intercompany Accounts and records transfers from the Cash-Pool Master Accounts to the Cash-Pool Participant Accounts as debits to the Intercompany Accounts. On a daily basis, the Cash-Pool Leader calculates the balance on each of the Intercompany Accounts by aggregating all executed credit and debit sweeps on such Intercompany Account so as to report a single, indivisible, and aggregated net credit balance or debit balance, as applicable, for each Intercompany Account at the end of each day. Following such aggregation, a credit balance on an Intercompany Account is considered a cash-pool deposit (such deposits, the “Cash-Pool

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<sup>8</sup> The Intercompany Accounts are not true bank accounts and are merely for administrative purposes. For the avoidance of doubt, no payment transactions can be initiated from the Intercompany Accounts.

Deposits”) and a debit balance is considered a cash-pool loan (such loans, the “Cash-Pool Loans”). The Cash-Pool Deposits are repayable by the Cash-Pool Leader on demand of the applicable Cash-Pool Participant and the Cash-Pool Loans are repayable by the applicable Cash-Pool Participant on demand of the Cash-Pool Leader. Upon request, the Cash-Pool Leader must deliver to the Cash-Pool Participants at the beginning of each month or at such other frequency as agreed between the relevant parties (a) a statement for each Intercompany Account, detailing all principal movements thereon during the preceding month and (b) an interest statement detailing the calculation of interest credited or debited thereon during the preceding month. The Debtors will maintain this recordation process for the Cash-Pool pursuant to the terms of the Cash-Pooling Agreement during the chapter 11 cases.

31. *North American Transfers.* As previewed above, Debtor MCC Manufacturing, Inc. regularly receives certain receipts from various customers on account of transactions with Canadian Debtor entities. Specifically, in the ordinary course of business, certain customers owe invoices to both domestic Debtor entities and Canadian Debtor entities and instead of paying such invoices separately, such customers consolidate what is due and owing and make lump sum payments to Debtor MCC Manufacturing, Inc. to satisfy all of their obligations owed to the Company. In turn, on an as needed (but generally weekly) basis, Debtor MCC Manufacturing, Inc. disburses payments to these Canadian Debtor entities with respect to the applicable amounts owed by the customers from Debtor Bank Account xx9761. Accordingly, Debtor MCC Manufacturing, Inc. is transferring funds to other Debtors in the ordinary course of business on a regular basis.

32. Similarly, in the ordinary course of business, Debtor Multi-Color Corporation receives receipts on behalf of Non-Debtor Affiliate Lux Global Label Puerto Rico, LLC (“Lux Global”) on a daily basis from various customers in connection with certain of the

Company's operations in Puerto Rico. Debtor Multi-Color Corporation disburses funds on behalf of Lux Global in connection with these transactions. Lux Global maintains two Non-Debtor Bank Accounts at PNC and no funds are remitted back to Lux Global by the Debtors. Rather, funds related to these transactions are processed through the Master Concentration Account. Thus, Debtor Multi-Color Corporation receives receipts and disburses funds on behalf of Non-Debtor Affiliate Lux Global in the ordinary course of business on a regular basis, resulting in regular Intercompany Balances.

33. The North American Transfers are consistent with the Debtors' historical practices and are regularly recorded and accounted for by the Debtors' cash collections team in the Debtors' centralized accounting system. The Debtors estimate that, on a weekly basis, they paid an average of approximately \$900,000 on account of North American Transfers in the six-month period ending December 31, 2025. As of the Petition Date, the Debtors do not estimate any amounts due and owing in prepetition obligations to the Canadian Debtor entities or Non-Debtor Affiliate Lux Global related to the North American Transfers.

34. *Shared Services Agreements.* The Company maintains a shared services center in Malaysia, which provides operational, management, and administrative support services and allocates certain expenses pursuant to certain Shared Services Agreements between Non-Debtor Affiliate MCC Shared Service Centre Sdn Bhd (the "Shared Services Provider") and approximately 65 Company entities (the "Shared Services Recipients"), which consist of both Debtors and Non-Debtor Affiliates. These services include, among other obligations, financial services related to the Company's operating cash flow, including purchase order processing, general billing, and accounts payable and accounts receivable management. In exchange for these services, the Shared Services Recipients, including certain Debtors, pay a quarterly fee to the

Shared Services Provider by the 20th day of each quarter. Based on internal allocation methodologies, such payments from the Shared Services Recipients to the Shared Services Provider are generally tracked on the Company's Books and Records.

35. ***Royalty Payments.*** The Intercompany Transactions also include licensing fees and royalties (the "Royalty Payments") pursuant to certain intercompany royalty agreements paid to Debtor Multi-Color Corporation (the "Licensor") by various foreign Debtor and Non-Debtor Affiliates (the "Licensees") for the use of Debtor-owned intellectual property, consisting of operational tools and management systems that assist in the day-to-day operations and contribute to the overall success of the Company's operations (the "Network"). The Licensees generally pay Royalty Payments to the Licensor on an annual basis in exchange for the rights to use the Network in the applicable foreign territory through cash payments. In 2025, the Licensees paid the Licensor approximately \$30.0 million on account of the Royalty Payments. Each year, the Debtors track and record the Royalty Payments through tax returns in the United States and applicable foreign jurisdictions.

36. ***SG&A Allocations.*** In the ordinary course of business, Debtor Multi-Color Corporation makes allocations, including the distribution of costs and revenues, with respect to selling, general, and administrative expenses (the "SG&A Allocations") incurred to the Company's operating plants located in the United States through Debtor MCC Manufacturing, Inc. The Debtors participate in the SG&A Allocations on an informal, non-contractual basis and such allocations do not result in any cash settlement. The SG&A Allocations are reflected as journal entry Intercompany Balances at the end of each month in the Cash Management System, pursuant to which the Debtors closely track all allocations in their accounting system.

37. **Intercompany Loans.** The Debtors engage in intercompany financing through intercompany loans (the “Intercompany Loans”). Specifically, the Debtors maintain various Intercompany Loans pursuant to formal agreements between various Debtors and Non-Debtor Affiliates primarily located in foreign jurisdictions. The Intercompany Loans are generally acquisition-related and consist of larger balances ranging up to approximately \$500.0 million in amount for a single loan. The interest rates on the Intercompany Loans range up to 12% per year on the outstanding principal amount. The Debtors generally settle interest under the Intercompany Loans on an annual basis and settle principal amounts on an as-needed basis depending on the relevant foreign jurisdiction. The Intercompany Loans are included as intercompany assets and liabilities on the Debtors’ balance sheet and are recorded by the Debtors’ treasury department. The Intercompany Loans are essential to the Debtors’ ability to transfer cash across the different global regions in which they operate. The Intercompany Loans provide essential working capital and support cross-border and cross-regional liquidity needs across the Debtors’ global enterprise.

38. **Service Fees.** The Intercompany Transactions also include service fees pursuant to a master service agreement (the “Service Fee Agreement”) between Non-Debtor Multi-Color German Group GmbH (the “Service Entity”) and 47 Debtor and Non-Debtor Affiliates located primarily in Europe, the Middle East, and Africa (the “Service Recipients”). Pursuant to the Service Fee Agreement, the Service Entity provides consulting services including, but not limited to, sales and marketing, operational, financial, and research and development services, to the Service Recipients in exchange for a fee that is invoiced on a monthly or quarterly basis, comprised of the gross costs incurred on account of such services *plus* a service fee (collectively, the “Service Fees”). The applicable Service Recipient must pay the Service Fee within 30 days of receipt of the applicable invoice. To the extent the Service Recipient is a Cash-Pool Participant, the Service

Recipient may receive funding from the Cash-Pool Master Accounts to pay the Service Fee. The Service Entity and Service Recipients perform an annual reconciliation for each Service Fee, with any necessary shortfalls paid within 30 days of the date the shortfall was calculated.

**Basis for Relief Requested**

**I. Maintaining the Existing Cash Management System Is Essential to Maximizing the Value of the Debtors' Estates.**

39. The Cash Management System, including the Corporate Credit Card Programs, constitutes an ordinary course and essential business practice of the Debtors. The Cash Management System, including the Corporate Credit Card Programs, provides material benefits to the Debtors including, among other things, the ability to control corporate funds, ensure the availability of funds when necessary, and reduce costs and administrative expenses by facilitating the movement of funds and developing timely and accurate account balance information. Thus, to ensure the stable operation of the Debtors' business and realize the benefits of the Cash Management System, the Debtors should be allowed to continue using the Cash Management System, including the Corporate Credit Card Programs, and should not be required to open new bank accounts.

40. Pursuant to 28 U.S.C. § 586(a)(3) and the U.S. Trustee Guidelines, debtors in possession are required to, among other things: (a) close all existing bank accounts and open new debtor-in-possession accounts; (b) establish one debtor-in-possession bank account for all estate monies required for the payment of taxes, including payroll taxes; (c) maintain a separate debtor-in-possession account for cash collateral; and (d) obtain checks that bear the designation "Debtor in Possession" and reference the bankruptcy case number and type of account on such checks (collectively, the "Accounting Requirements"). The Accounting Requirements are intended to provide a clear line of demarcation between prepetition and postpetition transactions

and operations and to prevent inadvertent payment of prepetition claims. Considering the breadth and complexity of the Debtors' international businesses and financial affairs and the sheer volume of collections, disbursements, and movement of funds through the Cash Management System on a daily basis, enforcement of the Accounting Requirements during these chapter 11 cases would severely disrupt the ordinary financial operations of the Debtors by imposing inefficiencies and unnecessary expenses.

41. Notwithstanding the Accounting Requirements, continuation of the Cash Management System, including the Corporate Credit Card Programs, is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes a debtor in possession to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Bankruptcy courts regularly treat requests for authority to continue using existing cash management systems as a relatively "simple matter[.]" *In re Baldwin United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). In granting such relief, courts recognize that an integrated cash management system "allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash." *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff'd in relevant part*, 997 F.2d 1039, 1061 (3rd Cir. 1993). In *Columbia Gas*, the Third Circuit emphasized that requiring a debtor to maintain separate accounts "would be a huge administrative burden and economically inefficient." *Id.* at 1061; *see also Southmark Corp. v. Grosz (In re Southmark Corp.)*, 49 F.3d 1111, 1114 (5th Cir. 1995) (noting that debtor's cash management system allowed it "to administer more efficiently and effectively its financial operations and assets").

42. Requiring the Debtors to adopt a new, segmented cash management system during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive to the

Debtors' operations. Importantly, the Cash Management System provides the Debtors with the ability to, among other things, quickly assess the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds. Any disruption of the Cash Management System, including the Corporate Credit Card Programs, could have a severe negative effect on the Debtors' restructuring efforts.

43. By contrast, maintaining the current Cash Management System will facilitate the Debtors' transition into chapter 11 by, among other things, minimizing delays in paying postpetition debts and eliminating administrative inefficiencies. Maintaining the current Cash Management System will also allow the Debtors' treasury and accounting employees to focus on their daily responsibilities as opposed to the non-accretive task of reconstructing the Cash Management System. Finally, the Debtors can distinguish between prepetition and postpetition obligations and payments without closing the Bank Accounts and opening new ones. With the protective measures put in place by the Debtors and their advisors, the benefits of continuing the Cash Management System decidedly outweigh the costs.

44. Parties in interest will not be harmed by the Debtors maintaining the Cash Management System, including maintenance of the Bank Accounts and the Intercompany Transactions, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of prepetition obligations. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' treasury department. In light of such protective measures, maintaining the Cash Management System is in the best interests of the Debtors' estates and stakeholders.

45. In addition, all Cash Management Banks where the Debtors maintain Debtor Bank Accounts have been or are in the process of being advised not to honor checks, drafts, or other requests for payment issued prior to the Petition Date, except as otherwise expressly permitted by an order of the Court and as directed by the Debtors. Therefore, the goals of the U.S. Trustee Guidelines can be satisfied, and the Debtors' creditors will be protected without closing the Bank Accounts.

46. As part of the requested relief, the Debtors also seek a waiver of the requirement to establish specific bank accounts for tax payments. The Debtors' tax obligations can be paid out of the Debtor Bank Accounts as they are in the ordinary course of business, and the U.S. Trustee can adequately monitor the flow of funds into, among, and out of the accounts, as set forth in the Accounting Requirements. Moreover, the creation of a new debtor-in-possession account designated solely for tax obligations would be unnecessary and inefficient.

47. Finally, the Debtors request authorization to continue to pay, honor, or deduct certain Bank Fees from the appropriate accounts. Payment of the Bank Fees will minimize disruption to the Debtors' operations and is therefore in the best interests of their estates. Absent payment of the Bank Fees, the Cash Management Banks might assert setoff rights against the funds in the Bank Accounts, freeze the Debtor Bank Accounts, and/or refuse to provide banking services to the Debtors. Accordingly, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors seek authority, in their sole discretion, to pay and/or reimburse the Cash Management Banks in the ordinary course of business for any Bank Fees arising prior to or after the Petition Date.

48. For these reasons, the Debtors submit that cause exists to continue to allow the Debtors to use the existing Debtor Bank Accounts as described herein. The Debtors will work in

good faith with the U.S. Trustee, however, to resolve any concerns regarding the continued use of these accounts on a postpetition basis.

49. Courts in this district have regularly allowed debtors in large chapter 11 cases to maintain their existing cash management systems and such relief generally is non-controversial. *See, e.g., In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 13, 2026) (authorizing the debtors to continue using the cash management system maintained by the debtors prepetition on an interim basis); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) (authorizing the debtors to continue using the cash management system maintained by the debtors prepetition on a final basis); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same).<sup>9</sup>

## **II. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course and Grant Administrative Priority Status to Postpetition Intercompany Claims.**

50. The Cash Management System relies on its ability to process Intercompany Transactions quickly and efficiently. The Debtors' funds move through the Cash Management System as described above. At any given time, there may be intercompany claims (the "Intercompany Claims") owed by one Debtor to another Debtor or by a Debtor to a Non-Debtor Affiliate in the ordinary course as part of the Cash Management System.<sup>10</sup> The

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<sup>9</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

<sup>10</sup> Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among enterprises like that of the Debtors, the Debtors submit that the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and, thus, do not require this Court's approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to

Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of such Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls would be disrupted to the detriment of the Debtors and their estates.

51. Further, granting the Debtors relief to continue Intercompany Transactions between Debtors and Non-Debtor Affiliates (and to honor any prepetition obligations with respect thereto) is warranted under the circumstances. If such Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls would be disrupted to the Debtors' and their estates' detriment. For example, the Cash-Pool Participants across the world do not generate significant funds locally and are dependent on regular funding from the Debtors, including the Cash-Pool Leader, to maintain their operations. Prior to the Petition Date, pursuant to the Cash-Pooling Agreement, when the Cash-Pool Participants required funding, the Cash-Pool Leader transferred funds from the Cash-Pool Master Accounts to the Cash-Pool Participant Accounts via an ordinary course Intercompany Transaction to cover operational costs and expenses incurred by certain Non-Debtor Affiliates overseas. The Debtors anticipate that postpetition Intercompany Transactions with Non-Debtor Affiliates will be consistent with those made prepetition. Accordingly, the Debtors submit that the Intercompany Transactions are in the best interest of the Debtors' estates and their creditors and, therefore, the Debtors should be permitted to continue such transactions and to honor their obligations with respect thereto, whether arising prepetition or postpetition.

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engage in such transactions on a postpetition basis and the continued performance of such transactions in the ordinary course.

52. The Debtors submit that postpetition Intercompany Transactions arising in the ordinary course are authorized as a matter of law pursuant to section 363(c)(1) of the Bankruptcy Code, and no additional relief is required. However, out of an abundance of caution, the Debtors request authority to continue to enter into the Intercompany Transactions in the ordinary course of business and in accordance with the Interim Order and Final Order.

53. Because these transactions represent extensions of intercompany credit made in the ordinary course of the Debtors' operations that are an essential component of the Cash Management System, the Debtors request the authority to continue conducting the Intercompany Transactions in the ordinary course of business without need for further Court order and request that pursuant to sections 503(b)(1) and 364(b) of the Bankruptcy Code, all postpetition payments (or other transfer of cash, whether to or from the Debtors) from a Debtor to another Debtor or a Non-Debtor Affiliate on account of a postpetition Intercompany Transaction be accorded administrative expense status, subject and junior to any claims, including adequate protection claims, cash collateral, and/or claims for postpetition financing, granted in connection with approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements. This relief will ensure that each entity receiving payments from a Debtor will continue to bear ultimate repayment responsibility for such ordinary course transactions, thereby reducing the risk that these transactions would jeopardize the recoveries available to each Debtor's respective creditors.

54. Similar relief has been granted in other comparable multi-debtor chapter 11 cases in this district. *See, e.g., In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 13, 2026) (authorizing the continued performance of the intercompany transactions by the debtors on an interim basis); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J.

Aug. 13, 2025) (authorizing the continued performance of the intercompany transactions by the debtors on a final basis); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same).<sup>11</sup>

**III. The Court Should Authorize the Debtors to Continue Using Existing Business Forms and Books and Records.**

55. To avoid disruption of the Cash Management System and unnecessary expenses, the Debtors request authorization to continue to use the Business Forms and Books and Records substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession.

56. The Debtors submit that parties in interest will not be prejudiced by this relief. Parties doing business with the Debtors likely will be aware of their status as debtors in possession and, thus, changing Business Forms is unnecessary and would be unduly burdensome. The Debtors further submit that once they have exhausted their existing stock of Business Forms, they shall ensure that any new Business Forms are clearly labeled “Debtors in Possession.” With respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled “Debtors in Possession.”

57. The Debtors should also be permitted to maintain their existing Books and Records rather than open a new set as required under the U.S. Trustee Guidelines. The Debtors use a sophisticated recordkeeping system that enables them to consolidate their Books and Records for financial reporting purposes while tracking operations and results of individual entities across their

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<sup>11</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

corporate structure. Continued use of the Debtors' current Books and Records, therefore, will maximize efficiency, reduce administrative strain on the Debtors in these chapter 11 cases, and preserve value for the Debtors' stakeholders.

**IV. Authorizing the Cash Management Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business is Warranted.**

58. As discussed above, strict implementation of the U.S. Trustee Guidelines would needlessly interrupt the Debtors' operations and impair the Debtors' efforts to preserve the value of their estates. Thus, the Debtors request that the Court authorize the Cash Management Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business. In this regard, the Cash Management Banks should be authorized to receive, process, honor, and pay any and all checks, ACH transfers and other instructions, and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto. Notwithstanding the foregoing, any check, draft, or other notification that the Debtors advise the Cash Management Banks to have been drawn, issued, or otherwise presented before the Petition Date may be honored by the Cash Management Banks only to the extent authorized by order of the Court. If the Debtors' ability to conduct these transactions by these methods is impaired, the Debtors may be unable to timely perform under certain contracts, and payments to vendors, employees, and other critical stakeholders could be delayed, resulting in irreparable harm to the Debtors' estates.

59. The Debtors further request that the Court authorize the Cash Management Banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or after the

Petition Date. The Debtors also request that, to the extent a bank honors a prepetition check or other item drawn on any account either: (a) at the direction of the Debtors; (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored; or (c) as a result of a mistake made despite implementation of customary item handling procedures, such bank will not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item honored postpetition. The Debtors submit that such relief is reasonable and appropriate because the Cash Management Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

60. Moreover, the Debtors request that the Court authorize the Cash Management Banks to (a) continue to charge the Debtors the Bank Fees, as applicable, and (b) charge-back returned items to the Bank Accounts, whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course of business. The Debtors further request that the Court order that liens on any of the Bank Accounts granted to creditors will not have priority over the Bank Fees of the respective bank at which the Bank Account is located. Finally, the Debtors request that the Court authorize the Debtors to pay any Bank Fees, including prepetition amounts.

61. The relief requested herein is consistent with relief regularly granted by Courts in this district. *See, e.g., In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 13, 2026) (authorizing cash management banks to continue to maintain, service, and administer debtors' bank accounts as accounts of the debtors as debtors in possession on an interim basis); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) (authorizing cash management banks to continue to maintain, service, and administer debtors' bank accounts as accounts of the debtors as debtors in possession on a final basis); *In re Invitae*

*Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same).<sup>12</sup>

**V. The Debtors' Cash Management System Complies with Section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines.**

62. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money of a debtor's estates, such as cash, as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the Bankruptcy Code provides that the estate must require from the entity with which the money is deposited or invested a bond in favor of the United States secured by the undertaking of a corporate security, "unless the court for cause orders otherwise." 11 U.S.C. § 345(b). To comply with section 345 of the Bankruptcy Code, the U.S. Trustee Guidelines generally require chapter 11 debtors to, among other things, close prepetition bank accounts and open new "debtor in possession" operating, payroll, and tax accounts at one or more Authorized Depositories.

63. Courts may extend, modify, or waive compliance with section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines for "cause." In evaluating whether "cause" exists, courts have considered a number of factors such as:

- a. the sophistication of the debtor's business;

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<sup>12</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

- b. the size of the debtor's business operations;
- c. the amount of the investments involved;
- d. the bank ratings (Moody's Investors Service, Inc. and Standard & Poor's Financial Services LLC) of the financial institutions where the debtor-in-possession funds are held;
- e. the complexity of the case;
- f. the safeguards in place within the debtor's own business for ensuring the safety of the funds;
- g. the debtor's ability to reorganize in the face of a failure of one or more of the financial institutions;
- h. the benefit to the debtor;
- i. the harm, if any, to the debtor;
- j. the harm, if any, to the estate; and
- k. the reasonableness of the debtor's request for relief from section 345(b) requirements in light of the overall circumstances of the case.

*See In re Serv. Merch. Co.*, 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

64. Because the Debtor Bank Accounts are vital to the Cash Management System, requiring the Debtors to transfer the foreign funds to other banks would be unduly burdensome to the Debtors' operations and potentially cause severe tax consequences to the detriment of the Debtors' estates. As described above, nearly all Debtor Bank Accounts comply with the requirements of section 345 of the Bankruptcy Code and all of the Debtor Bank Accounts are maintained at well-capitalized and highly rated financial institutions.

65. The Debtors' current Cash Management System and the Debtors' internal treasury team have active safeguards in place to both protect funds and ensure that distributions are made efficiently and accurately. Maintaining the current Cash Management System involves the least amount of operational disruption in these chapter 11 cases, while attempting strict compliance with

section 345(b) of the Bankruptcy Code would impose a substantial burden on the Debtors. Therefore, cause exists to waive the requirements of section 345(b) of the Bankruptcy Code and allow the Debtors to continue to maintain the existing Debtor Bank Accounts in the ordinary course and consistent with past practices.

**Processing of Checks and Electronic Fund Transfers Should Be Authorized**

66. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, anticipated debtor-in-possession financing, and anticipated access to cash collateral. In addition, under the Debtors' existing Cash Management System, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

**The Requirements of Bankruptcy Rule 6003(a) Are Satisfied**

67. Bankruptcy Rule 6003(a) empowers a court to grant certain relief within the first twenty-one (21) days after the Petition Date to the extent that such "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize value

of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “needed to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

**Waiver of Bankruptcy Rule 6004(a) and 6004(h)**

68. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

**Reservation of Rights**

69. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors’ estates; (g) a waiver or limitation of the Debtors’ or any other party in interest’s claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the

rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

**No Prior Request**

70. No prior request for the relief sought in this Motion has been made to this Court or any other court.

**Notice**

71. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) co-counsel to the Sponsor and the Plan Sponsor; (d) each of the Agent/Trustees; (e) counsel to the ABL Agent; (f) counsel to the Secured Ad Hoc Group; (g) the office of the attorney general for each of the states in which the Debtors operate; (h) the United States Attorney's Office for the District of New Jersey; (i) the Internal Revenue Service; (j) the Cash Management Banks; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

*[Remainder of page intentionally left blank.]*

**WHEREFORE**, the Debtors request that the Court enter the Interim Order and the Final Order, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: January 29, 2026

*/s/ Michael D. Sirota*

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**COLE SCHOTZ P.C.**

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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**Exhibit A**

**Proposed Interim Order**

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>	
<b>Caption in Compliance with D.N.J. LBR 9004-1(b)</b>	
In re:  MULTI-COLOR CORPORATION, <i>et al.</i>  Debtors. <sup>1</sup>	Chapter 11  Case No. 26-10910 (MBK)  (Joint Administration Requested)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO  
(A) CONTINUE USING THE CASH MANAGEMENT SYSTEM,  
(B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED  
THERE TO, (C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS,  
BUSINESS FORMS, AND BOOKS AND RECORDS, AND (D) CONTINUE  
INTERCOMPANY TRANSACTIONS AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through twenty-one (21), is

**ORDERED.**

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<sup>1</sup> The last four digits of Debtor Multi-Color Corporation's tax identification number are 5853. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://www.veritaglobal.net/MCC>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

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*Proposed Co-Counsel to the Debtors and  
Debtors in Possession*

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Debtors: MULTI-COLOR CORPORATION, *et al.*

Case No. 26-10910 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

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Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief* (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) authorizing, but not directing, the Debtors to (i) continue using the Cash Management System, (ii) maintain and use the Corporate Credit Card Programs, (iii) honor certain prepetition obligations related thereto, (iv) maintain existing Debtor Bank Accounts, Business Forms, and Books and Records, and (v) continue Intercompany Transactions and funding consistent with the Debtors' historical practices, and grant administrative expense status to any such postpetition intercompany transactions; (b) scheduling a final hearing (the "Final Hearing") to consider approval of the Motion on a final basis; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

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Debtors: MULTI-COLOR CORPORATION, *et al.*

Case No. 26-10910 (MBK)

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to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter an interim order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion was 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 the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on \_\_\_\_\_, **2026 at** \_\_\_\_\_

**(Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before \_\_\_\_\_, **2026 at 4:00 p.m.**

**(Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Steven N. Serajeddini, P.C. (steven.serajeddini@kirkland.com), and Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Rachael M. Bentley (rachael.bentley@kirkland.com), Peter A. Candel (peter.candel@kirkland.com), and Ashley L. Surinak (ashley.surinak@kirkland.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (ii) the Office of the United States Trustee for

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Debtors: MULTI-COLOR CORPORATION, *et al.*  
Case No. 26-10910 (MBK)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

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the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov) and Jane M. Leamy (jane.m.leafy@usdoj.gov); (iii) counsel to the Secured Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn.: Evan Fleck (efleck@milbank.com) and Matt Brod (mbrod@milbank.com); (iv) co-counsel to the Sponsor and the Plan Sponsor, (a) Debevoise & Plimpton LLP, 66 Hudson Boulevard, New York, New York 10001, Attn.: Scott B. Selinger (sbselinger@debevoise.com) and Brett Novick (bmnovick@debevoise.com) and (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn.: Ray C. Schrock (ray.schrock@lw.com), Ryan P. Dahl (ryan.dahl@lw.com), and Candace M. Arthur (candace.arthur@lw.com); (v) counsel to the ABL Agent, Cahill, Gordon & Reindell LLP, 32 Old Slip, New York, New York 10005, Attn.: Timothy B. Howell (thowell@cahill.com); and (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment made or to be made pursuant to the authority granted herein, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, entered by the Court approving the Debtors' entry into any postpetition

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Debtors: MULTI-COLOR CORPORATION, *et al.*

Case No. 26-10910 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

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debtor-in-possession financing facility and/or the Debtors' use of cash collateral (such orders, the "DIP Orders") and any budget in connection with any use of cash collateral and/or postpetition debtor-in-possession financing authorized therein (subject to any permitted variances). To the extent there is any inconsistency between the terms of the DIP Orders and any action taken or proposed to be taken under this Interim Order, the terms of the DIP Orders shall control. Nothing in the Motion or this Interim Order shall constitute a waiver or substitution of any consent right required under the DIP Orders.

5. The Debtors are authorized, on an interim basis, but not directed, to: (a) continue using the Cash Management System maintained by the Debtors before the Petition Date, substantially as identified on Exhibit 1 attached hereto and as described in the Motion; (b) honor any prepetition obligations related to the use thereof; (c) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession and continue using, in their present form, the Books and Records; (d) continue to perform Intercompany Transactions in the ordinary course of business and on the same terms and consistent with past practice (including with respect to transaction amounts) and treat postpetition Intercompany Claims in a manner consistent with this Court's grant of administrative expense status thereto; (e) maintain all of their existing Debtor Bank Accounts, including, but not limited to, the Debtor Bank Accounts identified on Exhibit 2, in the names and with the account numbers existing immediately before the Petition Date, without the need to comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Guidelines

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Debtors: MULTI-COLOR CORPORATION, *et al.*

Case No. 26-10910 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

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requiring the opening of separate debtor-in-possession accounts; (f) treat the Debtor Bank Accounts for all purposes as debtor-in-possession accounts; (g) deposit funds in and withdraw funds from the Debtor Bank Accounts in the ordinary course and by all means, including checks, wire transfers, ACH transfers, and other debits or electronic means; and (h) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Debtor Bank Accounts, and to otherwise perform their obligations under the documents governing the Debtor Bank Accounts; *provided* that in each case (a) through (h) such action is taken in the ordinary course of business and consistent with historical practices. Notwithstanding the foregoing, once the Debtors' existing stock of Business Forms have been used, the Debtors shall, when reordering (or with respect to checks or other Business Forms the Debtors or their agents print themselves), require or print, as applicable, the designation "Debtors in Possession" and the corresponding lead bankruptcy case number on all such items. Further, within fourteen (14) calendar days of the entry of this Interim Order, the Debtors will update any electronically produced checks to reflect their status as debtors-in-possession and to include the corresponding lead bankruptcy case number.

6. The Cash Management Banks are authorized, but not directed, on an interim basis, to continue to maintain, service, and administer the Debtor Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business consistent with historical practices and the Cash Management System, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card

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Debtors: MULTI-COLOR CORPORATION, *et al.*

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payments, and ACH transfers issued and drawn on the Debtor Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, 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 Interim Order; *provided*, that subject to paragraph seven of this Interim Order, the Debtors shall instruct or request any Cash Management Bank to pay or honor any check, draft, or other payment issued on a Debtor Bank Account prior to the Petition Date but presented to such Cash Management Bank for payment after the Petition Date only as authorized by an order of the Court.

7. The Cash Management Banks are authorized, but not directed, on an interim basis, to debit the Debtors' accounts in the ordinary course of business, consistent with historical practices, without the need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of Debtors' accounts with such Cash Management Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; (c) all ACH transfers and overdraft lines issued and drawn on the Debtor Bank Accounts; and (d) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges and/or fees for the maintenance of the Cash Management System. Any postpetition claims by the Cash Management Banks with respect to this

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Debtors: MULTI-COLOR CORPORATION, *et al.*  
Case No. 26-10910 (MBK)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

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paragraph 7(a)-7(d) are entitled to administrative expense priority under section 503(b) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinate to the Carve Out (as defined in the DIP Orders) and approved superpriority administrative expense claims (including adequate protection claims) provided for in any order, including the DIP Orders.

8. During the Interim Period, any existing deposit agreements between or among the Debtors, the Cash Management Banks, and other parties shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination, indemnification, and fee provisions, shall remain in full force and effect unless otherwise ordered by the Court (including, for the avoidance of doubt, any rights of the Cash Management Banks to use funds from the Debtor Bank Accounts to remedy any overdraft of another Debtor Bank Account to the extent permitted under the applicable deposit agreement), unless the Debtors and such Cash Management Bank agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

9. If any Debtor Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or the U.S. Trustee Guidelines, the Debtors shall have until a date that is thirty (30) calendar days from the entry of this Interim Order or such longer time as agreed with the U.S. Trustee for the District of New Jersey (the "U.S. Trustee"), without prejudice to seeking an additional extension, to either come into compliance with section 345(b)

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Debtors: MULTI-COLOR CORPORATION, *et al.*  
Case No. 26-10910 (MBK)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

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of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines or to make such other arrangements as are agreed to by the U.S. Trustee or approved by the Court; *provided that* nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

10. For Cash Management Banks at which the Debtors hold Debtor Bank Accounts that are party to a Uniform Depository Agreement (a "UDA") with the U.S. Trustee, within five (5) calendar days of the date of entry of this Interim Order, the Debtors shall (a) contact each Cash Management Bank, (b) provide the Cash Management Banks with each of the Debtors' employer identification numbers and (c) identify each of their Debtor Bank Accounts held at such Cash Management Banks as being held by a debtor in possession in the Debtors' bankruptcy cases, and request such Cash Management Banks to code such Debtor Bank Accounts as a "debtor in possession" account and provide the case number.

11. For the Cash Management Banks at which the Debtors hold Debtor Bank Accounts that are not party to a UDA with the U.S. Trustee, the Debtors shall use their good faith efforts to cause the Cash Management Banks to execute a UDA in a form prescribed by the U.S. Trustee within thirty (30) calendar days of the date of this Interim Order. The Debtors' and U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Cash Management Banks are unwilling to execute a UDA in a form prescribed by the U.S. Trustee are fully preserved.

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12. Notwithstanding the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees payable under 28 U.S.C. § 1930(a)(6) based on the disbursements of (or on behalf of) each Debtor regardless of which entity actually makes such disbursements.

13. Subject to the terms hereof, the Debtors are authorized, but not directed, consistent with historical practices, on an interim basis, to implement changes to the Cash Management System and procedures in the ordinary course of business, pursuant to the terms of any existing deposit agreements, including, without limitation, opening any new bank accounts or closing any existing Debtor Bank Accounts and entering into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided, however*, the Debtors shall provide the U.S. Trustee, counsel to the ABL Agent, counsel to the Secured Ad Hoc Group, co-counsel to the Sponsor and Plan Sponsor, and counsel to any statutory committees that may be appointed in the chapter 11 cases with not less than five (5) business days' prior written notice before making any material changes to the Cash Management System. The U.S. Trustee, the ABL Agent, and any statutory committees that may be appointed in these chapter 11 cases may object upon receipt of such notice by filing an objection with regard to the closing of any Debtor Bank Accounts. If an objection is filed with respect to such changes, the Debtors shall not implement such changes without (a) the consensual resolution of such objection or (b) further authorization by this Court. For the avoidance of doubt, the closing of the

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Concentration Accounts shall require the prior written consent (not to be unreasonably withheld, conditioned, or delayed) of the ABL Agent.

14. Any new bank account opened by the Debtors shall be established at an institution that is (a) a party to a UDA with the U.S. Trustee or is willing to immediately execute a UDA and (b) bound by the terms of this Interim Order. The opening or closing of a bank account shall be timely indicated on the Debtors' monthly operating reports. Any new debtor-in-possession bank account must bear the designation "Debtor in Possession" and designated as "Debtor-in-Possession" accounts with the case number. The Debtors shall provide notice within one (1) business day to the U.S. Trustee, counsel to the ABL Agent, counsel to the Secured Ad Hoc Group, co-counsel to the Sponsor and Plan Sponsor, and counsel to any statutory committees that may be appointed in these chapter 11 cases of the opening of a new bank account or closing of any existing bank accounts. The U.S. Trustee, counsel to the ABL Agent, counsel to the Secured Ad Hoc Group, co-counsel to the Sponsor and Plan Sponsor, and counsel to any statutory committees that may be appointed in these chapter 11 cases shall have fourteen (14) calendar days from receipt of such notice to file any objection with regard to the opening or closing of a bank account, or such later date as may be extended by the Court or agreed to between such parties, as applicable.

15. The relief granted in this Interim Order, including but not limited to the terms of paragraph thirteen above, is extended to any new bank account opened by the Debtors in the ordinary course of business and consistent with historical practice after the date hereof, which

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account shall be deemed a “Debtor Bank Account,” and to the bank at which such account is opened, which bank shall be deemed a “Cash Management Bank.”

16. All banks maintaining any of the Debtor Bank Accounts that are provided with notice of this Interim Order shall not honor or pay any bank payments drawn on the listed Debtor Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Debtor Bank Accounts.

17. Subject to the terms of this Interim Order, (a) the Debtors are further authorized, but not directed, to pay any undisputed Bank Fees, including any prepetition amounts and any ordinary-course Bank Fees incurred postpetition in connection with the Debtor Bank Accounts (which, absent such payment, would be entitled to administrative expense priority under section 503(b) of the Bankruptcy Code), (b) the Cash Management Banks are hereby authorized to debit prepetition and postpetition Bank Fees from the Debtor Bank Accounts without further order of this Court, and (c) any unpaid Bank Fees are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinate to the Carve Out (as defined in the DIP Order) and approved superpriority administrative expense claims (including adequate protection claims) provided for in any order, including the DIP Order. For the avoidance of doubt, the Cash Management Banks are authorized to continue to charge, and the Debtors are authorized to pay, honor, or allow the

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deduction from the appropriate account, any service charges or fees owed to the Cash Management Banks, whether such items are dated prior to, on, or subsequent to the Petition Date.

18. The Cash Management Banks are authorized, without further order of this Court, on an interim basis, to deduct any applicable Bank Fees from the applicable Debtor Bank Accounts in the ordinary course of business consistent with historical practices, and the automatic stay is modified to the extent necessary to allow the Cash Management Banks to effectuate such setoffs.

19. The Cash Management Banks are authorized, without further order of this Court on an interim basis, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

20. Subject to the terms set forth herein, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any

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other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

21. Any banks, including the Cash Management Banks, are further authorized, on an interim basis, to honor the Debtors' directions with respect to the opening and closing of any Debtor Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

22. The Debtors are authorized, but not directed, on an interim basis, to maintain the Corporate Credit Card Programs, issue Corporate Credit Cards pursuant to the Corporate Credit Card Programs, subject to any terms and conditions thereof, and to pay any amount due and owing thereunder in the ordinary course of business on a postpetition basis, including, without limitation, making payments on account of charges that were made under the Corporate Credit Card Programs both prior to and after the Petition Date, subject to the limitations of this Interim Order and any other applicable interim and/or final orders of this Court, which are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinate to the Carve Out (as defined in the DIP Orders) and approved superpriority administrative expense claims (including adequate protection claims) provided for in any order, including the DIP Orders. The issuer of the Corporate Credit Cards under the Corporate Credit Card Programs is authorized to continue to make advances pursuant to

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the terms of its existing agreement (in reliance upon section 364(e) of the Bankruptcy Code) with the Debtors, and the Debtors are authorized to incur credit in respect of such advances under sections 364(a) and 364(c) of the Bankruptcy Code, as applicable. The Debtors are further authorized, but not directed, to provide cash collateral to the issuers of the Corporate Credit Cards to support the Corporate Credit Card Programs in an amount agreed to between the Debtors and such issuers. The terms of the existing agreement by and between the Debtors and issuer of the Corporate Credit Cards under the Corporate Credit Card Programs, including the reduction, termination, fee provisions, rights, benefits, collateral, and offset and termination rights, and remedies afforded under such agreements shall remain in full force and effect and govern the parties' postpetition transactions with the Debtors, including making ordinary course modifications thereto.

23. The Debtors are authorized, but not directed, on an interim basis, to honor their obligations with respect to Intercompany Transactions and to continue engaging in Intercompany Transactions (including with Non-Debtor Affiliates), including with respect to "netting" or setoffs, whether arising prepetition or postpetition, in connection with the Cash Management System in the ordinary course of business on a postpetition basis in a manner consistent with the Debtors' past practice. For the avoidance of doubt, the Debtors are also authorized to continue Intercompany Transactions arising from or related to the operation of their business, including Intercompany Transactions with Non-Debtor Affiliates in the ordinary course and consistent with past practice (including with respect to amount).

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24. The Debtors shall maintain, and shall direct their Non-Debtor Affiliates to maintain, accurate and detailed records of all transfers within the Cash Management System, including but not limited to Intercompany Transactions and the payment of Intercompany Claims including all transfers of cash or non-cash setoffs, so that all transactions may be readily traced, ascertained, and recorded properly on the Debtors' Books and Records and applicable intercompany accounts (if any) to the same extent as maintained prior to the commencement of the chapter 11 cases, and shall make such records available to the Lender Advisors (as defined in the DIP Orders), the U.S. Trustee, and any statutory committee appointed in these cases upon request. The Debtors are also directed to maintain their Books and Records so as to distinguish between prepetition and postpetition transactions for the purposes of determining administrative expense status. During the Interim Period, upon the request of the U.S. Trustee or counsel to any statutory committees appointed in these chapter 11 cases, the Debtors shall make such records relating to the foregoing available to such parties.

25. During the Interim Period, all postpetition payments from a Debtor to another Debtor or non-Debtor under any postpetition Intercompany Transactions authorized hereunder that result in an Intercompany Claim are hereby accorded administrative expense status under sections 503(b) and 507(a)(2) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinate to the Carve Out (as defined in the DIP Order) and approved superpriority administrative expense claims (including adequate protection claims) provided for in any order, including the DIP Order. For the avoidance of doubt, the relief granted

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in this Interim Order shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Balance, and all parties reserve their rights to contest the validity, priority or status of any such prepetition Intercompany Balance. Nothing contained in the Motion or Interim Order, nor any action taken by the Debtors pursuant to this Interim Order, shall be deemed a waiver of rights of any party in interest to dispute the amount of, basis for, validity or treatment of any Intercompany Transaction or any Intercompany Claim or the allocation of expenses or other costs among the Debtors and any Non-Debtor Affiliates.

26. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

27. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order is intended as or shall be deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested

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by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Interim Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

28. The Debtors are authorized, but not directed, on an interim basis, 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 the relief granted herein and to the extent authorized by this Interim Order.

29. 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

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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 Interim Order.

30. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

31. Within two (2) calendar days after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on each applicable bank and financial institution that is directed to comply with the terms of this Interim Order.

32. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied by the contents of the Motion or otherwise deemed waived.

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

34. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Interim Order shall be effective and enforceable immediately upon entry hereof.

35. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

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36. The Debtors shall serve by email (if available) or by first class mail, a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f).

37. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

**Exhibit 1**

**Cash Management System Schematic**



**Exhibit 2**

**Bank Accounts**

No.	Entity	Bank	Location	Description	Account No.	Currency
<i>Debtor Bank Accounts</i>						
1.	Cunamara Investments Pty. Limited.	Citibank	Australia	ROW Accounts – Debtor	8004	AUD
2.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Monex	Mexico	ROW Accounts – Debtor	80000	MXN
3.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Monex	Mexico	ROW Accounts – Debtor	000A	USD
4.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Monex	Mexico	ROW Accounts – Debtor	000B	USD
5.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Santander	Mexico	ROW Accounts – Debtor	0066	MXN
6.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Santander	Mexico	ROW Accounts – Debtor	6001	USD
7.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Santander	Mexico	ROW Accounts – Debtor	7696	MXN
8.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Santander	Mexico	ROW Accounts – Debtor	7696	MXN
9.	Exportaciones IM - Promocion, S.A. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	449A	USD
10.	Exportaciones IM - Promocion, S.A. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	0490	MXN
11.	Exportaciones IM - Promocion, S.A. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	2213	MXN
12.	Exportaciones IM - Promocion, S.A. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	449B	USD
13.	Exportaciones IM - Promocion, S.A. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	449C	USD
14.	Exportaciones IM - Promocion, S.A. de C.V.	HSBC	Mexico	ROW Accounts – Debtor	4500	USD
15.	Exportaciones IM - Promocion, S.A. de C.V.	HSBC	Mexico	ROW Accounts – Debtor	7904	MXN
16.	Grafo Regia S. de R.L. de C.V.	BoA	Mexico	ROW Accounts – Debtor	7707	USD
17.	Grafo Regia S. de R.L. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	3589	MXN
18.	Grafo Regia S. de R.L. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	5061	USD
19.	Grafo Regia S. de R.L. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	6800	MXN
20.	Grafo Regia S. de R.L. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	6819	MXN
21.	Grafo Regia S. de R.L. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	8779	EUR
22.	Hally Group Pty. Ltd.	Citibank	Australia	ROW Accounts – Debtor	1006	AUD

No.	Entity	Bank	Location	Description	Account No.	Currency
23.	MCC Christchurch Limited	Citibank	New Zealand	ROW Accounts – Debtor	2001	NZD
24.	MCC Manufacturing, Inc.	BoA	USA	Receivables	0045	USD
25.	MCC Manufacturing, Inc.	BoA	USA	Disbursement	0064	USD
26.	MCC Manufacturing, Inc.	BoA	USA	Disbursement	0641	USD
27.	Hexagon Holdings Limited	Citibank	New Zealand	ROW Accounts – Debtor	9019	NZD
28.	Kiwi Labels Ltd.	Citibank	New Zealand	ROW Accounts – Debtor	3008	NZD
29.	MCC Ablis France SAS	Citibank	France	Pool Participant	5021	EUR
30.	MCC Ablis France SAS	Citibank	France	Pool Participant	5196	EUR
31.	MCC ADELAIDE PTY LTD	Citibank	Australia	ROW Accounts – Debtor	1026	AUD
32.	MCC Auckland Limited	Citibank	Australia	ROW Accounts – Debtor	0018	AUD
33.	MCC Cardiff Ltd.	Citibank	UK	Pool Participant	0881	GBP
34.	MCC France Ouest	CIC	France	ROW Accounts – Debtor	1 84	EUR
35.	MCC France Ouest	Citibank	France	ROW Accounts – Debtor	1133	EUR
36.	MCC France Ouest	Citibank	France	ROW Accounts – Debtor	8019	EUR
37.	MCC Griffith Pty Ltd	Citibank	Australia	ROW Accounts – Debtor	5005	AUD
38.	MCC Labels Australia Pty. Ltd.	Citibank	Australia	ROW Accounts – Debtor	1018	AUD
39.	MCC Nantes France SAS	Citibank	France	Pool Participant	4017	EUR
40.	MCC Nantes France SAS	Citibank	France	Pool Participant	4181	EUR
41.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	2010	PLN
42.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	2011	EUR
43.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9000	PLN
44.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9001	PLN
45.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9002	EUR
46.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9003	PLN
47.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9004	PLN
48.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9500	PLN
49.	MCC Smart Packaging Solutions, LLC	BoA	USA	Receivables	7649	USD
50.	MCC Verstraete Australia PTY LTD	Citibank	Australia	ROW Accounts – Debtor	1005	AUD
51.	MCC Verstraete In Mold Labels USA Inc.	BoA	USA	Disbursement	0764	USD
52.	MCC Verstraete N.V.	Citibank	Belgium	Pool Participant	2167	USD
53.	MCC Verstraete N.V.	Citibank	Belgium	Pool Participant	6155	EUR
54.	MCC Verstraete N.V.	Citibank	Belgium	Pool Participant	6357	EUR
55.	MCC Verstraete N.V.	Citibank	Belgium	Pool Participant	6461	USD
56.	MCC Verstraete N.V.	KBC	Belgium	ROW Accounts – Debtor	6CAD	CAD
57.	MCC Verstraete N.V.	KBC	Belgium	ROW Accounts – Debtor	6EUR	EUR
58.	MCC Verstraete N.V.	KBC	Belgium	ROW Accounts – Debtor	6USD	USD
59.	Multi-Color Bingen Germany GmbH	Citibank	Germany	Pool Participant	8637	EUR

No.	Entity	Bank	Location	Description	Account No.	Currency
60.	Multi-Color Canada, Inc.	BMO	Canada	ROW Accounts – Debtor	680	USD
61.	Multi-Color Canada, Inc.	BMO	Canada	ROW Accounts – Debtor	5930	CAD
62.	Multi-Color Clydebank Scotland Limited	Citibank	UK	Pool Participant	1120	GBP
63.	Multi-Color Clydebank Scotland Limited	Citibank	UK	Pool Participant	3812	GBP
64.	Multi-Color Clydebank Scotland Limited	Citibank	UK	Pool Participant	5603	EUR
65.	Multi-Color Corporation	BoA	USA	Disbursement	0010	USD
66.	Multi-Color Corporation	BoA	USA	Receivables	0382	USD
67.	Multi-Color Corporation	BoA	USA	Master Concentration	0387	USD
68.	Multi-Color Corporation	BoA	USA	Disbursement	0400	USD
69.	Multi-Color Corporation	BoA	USA	Disbursement	4845	USD
70.	Multi-Color Corporation	Citibank	USA	Cash Pool Concentration Account	2658	USD
71.	Multi-Color Corporation	PNC	USA	Legacy Account	6128	USD
72.	Multi-Color Corporation	PNC	USA	Legacy Account	9324	USD
73.	Multi-Color Cwmbran UK Limited	Citibank	UK	Pool Participant	1112	GBP
74.	Multi-Color Cwmbran UK Limited	Citibank	UK	Pool Participant	4019	EUR
75.	Multi-Color Cwmbran UK Limited	Citibank	UK	Pool Participant	4027	GBP
76.	Multi-Color Daventry England Ltd	Citibank	UK	Pool Participant	1139	GBP
77.	Multi-Color Daventry England Ltd	Citibank	UK	Pool Participant	3820	GBP
78.	Multi-Color Daventry England Ltd	Citibank	UK	Pool Participant	5557	GBP
79.	Multi-Color Hann. Muenden Germany GmbH	Citibank	Germany	Pool Participant	6014	USD
80.	Multi-Color Hann. Muenden Germany GmbH	Citibank	Germany	Pool Participant	6022	USD
81.	Multi-Color Hann. Muenden Germany GmbH	Citibank	Germany	Pool Participant	6468	EUR
82.	Multi-Color Hann. Muenden Germany GmbH	Citibank	Germany	Pool Participant	6654	EUR
83.	Multi-Color Heiligenstadt Germany GmbH	Citibank	Germany	Pool Participant	3031	USD
84.	Multi-Color Heiligenstadt Germany GmbH	Citibank	Germany	Pool Participant	3058	USD
85.	Multi-Color Heiligenstadt Germany GmbH	Citibank	Germany	Pool Participant	3426	EUR
86.	Multi-Color Heiligenstadt Germany GmbH	Citibank	Germany	Pool Participant	3647	EUR
87.	Multi-Color Label Corporation Mexico SA de CV	Citibank	Mexico	Pool Participant	2748	USD

No.	Entity	Bank	Location	Description	Account No.	Currency
88.	Multi-Color Label Corporation Mexico SA de CV	Citibank	Mexico	Pool Participant	7073	MXN
89.	Multi-Color Label Corporation Mexico SA de CV	BoA	Mexico	ROW Accounts - Debtor	0321	USD
90.	Multi-Color Labels Castlebar Ireland Limited	Citibank	Ireland	Pool Participant	6008	EUR
91.	Multi-Color Labels Ireland Limited	Citibank	Ireland	Pool Participant	0278	GBP
92.	Multi-Color Labels Ireland Limited	Citibank	Ireland	Pool Participant	2002	EUR
93.	Multi-Color Labels Ireland Limited	Citibank	Ireland	Pool Participant	9638	GBP
94.	Multi-Color Montreal Canada Corporation	Citibank	Canada	Pool Participant	1001	CAD
95.	Multi-Color Montreal Canada Corporation	Citibank	Canada	Pool Participant	1002	USD
96.	Multi-Color UK Holdings 2 Limited	Citibank	UK	Cash Pool Master - USD	0111	USD
97.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - MXN	0742	MXN
98.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - DKK	2989	DKK
99.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - NOK	2997	NOK
100.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - SEK	3004	SEK
101.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - EUR	3934	EUR
102.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - CAN	3942	CAD
103.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - PLN	3950	PLN
104.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - GBP	3969	GBP
105.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - USD	3977	USD
106.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - CHR	3985	CHF
107.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - AUD	7501	AUD
108.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - NZD	7528	NZD
109.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	2000	PLN
110.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	2001	PLN
111.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	2002	PLN
112.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	2003	EUR

No.	Entity	Bank	Location	Description	Account No.	Currency
113.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	2500	PLN
114.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	9005	PLN
115.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	9006	EUR
116.	Multi-Color (New Zealand) Pty. Limited	Citibank	New Zealand	ROW Accounts - Debtor	8018	NZD
117.	Spear Group Holdings Ltd.	Citibank	UK	Pool Participant	2742	GBP
118.	Spear Group Holdings Ltd.	Citibank	UK	Pool Participant	8908	ZAR
119.	Spear Group Holdings Ltd.	Citibank	UK	Pool Participant	8916	EUR
120.	Spear Group Holdings Ltd.	Citibank	UK	Pool Participant	8924	USD
121.	W/S Packaging Group, LLC	BoA	USA	Disbursement	0035	USD
122.	W/S Packaging Group, LLC	BoA	USA	Receivables	7441	USD
123.	MCC-Norwood, LLC	ConnectOne	USA	Adequate Assurance Account	9421	USD
124.	MCC-Norwood, LLC	ConnectOne	USA	DIP Account	6140	USD
125.	MCC Manufacturing, Inc.	BoA	USA	Receivables	8119	USD
126.	MCC Manufacturing, Inc.	BoA	USA	Disbursement	9761	USD
127.	MCC Auckland Limited	CITIBANK	New Zealand	ROW Accounts - Debtor	8004	NZD
128.	Collotype International Holdings Pty Ltd	CITIBANK	Australia	ROW Accounts - Debtor	9003	AUD
129.	Multi-Color Canada, Inc.	Bank of America-Canada	Canada	ROW Accounts - Debtor	1109	USD
130.	Multi-Color Canada, Inc.	Bank of America-Canada	Canada	ROW Accounts - Debtor	1117	USD
131.	Multi-Color Canada, Inc.	Bank of America-Canada	Canada	ROW Accounts - Debtor	1208	CAD
132.	Multi-Color Canada, Inc.	Bank of America-Canada	Canada	ROW Accounts - Debtor	1216	CAD
133.	MCC Albany Limited	Citibank	New Zealand	ROW Accounts - Debtor	0009	NZD
134.	MCC Albany Limited	Citibank	Australia	ROW Accounts - Debtor	4007	AUD
135.	MCC France EST	CIC	France	ROW Accounts - Debtor	4 28	EUR
136.	MCC France EST	Citibank	France	Pool Participant	0005	EUR
137.	MCC France EST	Citibank	France	Pool Participant	0145	EUR
138.	MCC France EST	Citibank	France	Pool Participant	0692	EUR
139.	Multi-Color Bingen Germany GmbH	Citibank	Germany	Pool Participant	8009	EUR
140.	MCC Perth Pty Ltd	Citibank	Australia	ROW Accounts - Debtor	9027	AUD
141.	MCC Manufacturing, Inc.	PNC	USA	Legacy Account	2263	USD
142.	MCC Manufacturing, Inc.	PNC	USA	Legacy Account	2335	USD
143.	MCC Manufacturing, Inc.	PNC	USA	Legacy Account	2695	USD
<i>Non-Debtor Bank Accounts</i>						
1.	Flexcoat Producers Auto-Adesivos S.A.	Bradesco	Brazil	ROW Accounts – Non-Debtor	10-8	BRL

No.	Entity	Bank	Location	Description	Account No.	Currency
2.	Flexcoat Productors Auto-Adesivos S.A.	Bradesco Private	Brazil	ROW Accounts – Non-Debtor	26-8	BRL
3.	Flexcoat Productors Auto-Adesivos S.A.	Bradesco Trianon	Brazil	ROW Accounts – Non-Debtor	8818	BRL
4.	Flexcoat Productors Auto-Adesivos S.A.	Caixa Economica Federal	Brazil	ROW Accounts – Non-Debtor	00-9	BRL
5.	Flexcoat Productors Auto-Adesivos S.A.	Citibank	Brazil	ROW Accounts – Non-Debtor	5029	BRL
6.	Flexcoat Productors Auto-Adesivos S.A.	Itau Unibanco (341)	Brazil	ROW Accounts – Non-Debtor	00-8	BRL
7.	GPC III B.V.	Citibank	Netherlands	Pool Participant	9077	EUR
8.	GPC III Packaging Holdings Mexico S. de R.L. de C.V.	BBVA Bancomer SA	Mexico	ROW Accounts – Non-Debtor	0947	MXN
9.	GPC III Packaging Holdings Mexico S. de R.L. de C.V.	BBVA Bancomer SA	Mexico	ROW Accounts – Non-Debtor	1102	MXN
10.	Haendler & Natermann Benelux SPRL/BVBA	Citibank	Belgium	Pool Participant	4274	EUR
11.	Italstereo Resin Labels S.r.l	Citibank	Italy	Pool Participant	4017	EUR
12.	Italstereo Resin Labels S.r.l	Citibank	Italy	Pool Participant	4025	EUR
13.	Italstereo Resin Labels S.r.l	Credem AG.Viareggio	Italy	ROW Accounts – Non-Debtor	2064	EUR
14.	Lux Global Label, Puerto Rico, LLC	PNC	USA	Legacy Account	7611	USD
15.	Lux Global Label, Puerto Rico, LLC	PNC	USA	Legacy Account	7638	USD
16.	MCC France F&B SAS	Citibank	France	Pool Participant	7040	EUR
17.	MCC France F&B SAS	Citibank	France	Pool Participant	7202	EUR
18.	MCC Italia S.p.A	Banco BPM	Italy	ROW Accounts – Non-Debtor	8739	EUR
19.	MCC Italia S.p.A	Citibank	Italy	Pool Participant	2014	EUR
20.	MCC Italia S.p.A	Citibank	Italy	Pool Participant	2022	EUR
21.	MCC Italia S.p.A	Citibank	Italy	Pool Participant	2029	USD

No.	Entity	Bank	Location	Description	Account No.	Currency
22.	MCC Karydakis	Citibank	Greece	Pool Participant	1415	EUR
23.	MCC Karydakis	Commerzbank	Greece	ROW Accounts – Non-Debtor	2500	EUR
24.	MCC Karydakis	Eurobank	Greece	ROW Accounts – Non-Debtor	8943	EUR
25.	MCC Karydakis	National Bank of Greece	Greece	ROW Accounts – Non-Debtor	7128	EUR
26.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Garanti BBVA	Turkey	ROW Accounts – Non-Debtor	39	TRY
27.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Garanti BBVA	Turkey	ROW Accounts – Non-Debtor	4 11	EUR
28.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Garanti BBVA	Turkey	ROW Accounts – Non-Debtor	4 12	USD
29.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	T.Vakiflar Bankasi	Turkey	ROW Accounts – Non-Debtor	2 63	EUR
30.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	T.Vakiflar Bankasi	Turkey	ROW Accounts – Non-Debtor	3 18	TRY
31.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	T.Vakiflar Bankasi	Turkey	ROW Accounts – Non-Debtor	4 16	TRY
32.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye Emlak Katilim Bankasi	Turkey	ROW Accounts – Non-Debtor	0 02	TRY
33.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye Emlak Katilim Bankasi	Turkey	ROW Accounts – Non-Debtor	1 02	EUR
34.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye İş Bankasi A.Ş.	Turkey	ROW Accounts – Non-Debtor	14	USD
35.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye İş Bankasi A.Ş.	Turkey	ROW Accounts – Non-Debtor	28	EUR
36.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye İş Bankasi A.Ş.	Turkey	ROW Accounts – Non-Debtor	4 58	TRY
37.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye İş Bankasi A.Ş.	Turkey	ROW Accounts – Non-Debtor	6 12	EUR
38.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye İş Bankasi A.Ş.	Turkey	ROW Accounts – Non-Debtor	9 98	TRY
39.	MCC Label Durban South Africa (Pty) Ltd	Nedbank	South Africa	ROW Accounts – Non-Debtor	0844	ZAR
40.	MCC Label Durban South Africa (Pty) Ltd	Nedbank	South Africa	ROW Accounts – Non-Debtor	7361	ZAR
41.	MCC Label Paarl South Africa Ltd.	Nedbank	South Africa	ROW Accounts – Non-Debtor	1554	ZAR
42.	MCC Label Paarl South Africa Ltd.	Nedbank	South Africa	ROW Accounts – Non-Debtor	2719	ZAR

No.	Entity	Bank	Location	Description	Account No.	Currency
43.	MCC Labels (Kuala Lumpur) Sdn. Bhd.	CIMB Bank BHD	Malaysia	ROW Accounts – Non-Debtor	7740	MYR
44.	MCC Labels (Kuala Lumpur) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	1006	MYR
45.	MCC Labels (Kuala Lumpur) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	1014	USD
46.	MCC Labels (Kuala Lumpur) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	1057	USD
47.	MCC Labels (Kuala Lumpur) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	3259	MYR
48.	MCC Labels (Manila) Philippines	Citibank	Philippines	ROW Accounts – Non-Debtor	5009	PHP
49.	MCC Labels (Manila) Philippines	Maybank Philippines Inc.	Philippines	ROW Accounts – Non-Debtor	1070	PHP
50.	MCC Labels (Manila) Philippines	Maybank Philippines Inc.	Philippines	ROW Accounts – Non-Debtor	1785	USD
51.	MCC Labels (Manila) Philippines	Union Bank of the Philippines	Philippines	ROW Accounts – Non-Debtor	6285	PHP
52.	MCC Labels (Penang) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	8005	MYR
53.	MCC Labels (Penang) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	8013	USD
54.	MCC Labels Asia	Citibank	Malaysia	ROW Accounts – Non-Debtor	5006	MYR
55.	MCC Labels Asia	Citibank	Malaysia	ROW Accounts – Non-Debtor	5014	USD
56.	MCC Labels Bangkok Co. Ltd	Bangkok Bank	Thailand	ROW Accounts – Non-Debtor	6335	THB
57.	MCC Labels Bangkok Co. Ltd	Bangkok Bank	Thailand	ROW Accounts – Non-Debtor	8000	THB
58.	MCC Labels Bangkok Co. Ltd	Citibank	Thailand	ROW Accounts – Non-Debtor	4006	THB
59.	MCC Labels Enterprise (Penang) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	3009	MYR
60.	MCC Libourne SAS	Citibank	France	Pool Participant	1680	EUR
61.	MCC Montagny France SAS	CIC	France	ROW Accounts – Non-Debtor	1 25	EUR
62.	MCC Montagny France SAS	Citibank	France	Pool Participant	2002	EUR
63.	MCC Montagny France SAS	Citibank	France	Pool Participant	2177	EUR

No.	Entity	Bank	Location	Description	Account No.	Currency
64.	MCC Shared Service Centre Sdn Bhd	Citibank	Malaysia	ROW Accounts – Non-Debtor	4019	MYR
65.	MCC Shared Service Centre Sdn Bhd	Citibank	Malaysia	ROW Accounts – Non-Debtor	4027	USD
66.	MCC Skurup AB	Citibank	Sweden	Pool Participant	6380	SEK
67.	MCC Stavanger AS	Citibank	Norway	Pool Participant	3632	NOK
68.	MCC Stavanger AS	Danske Bank	Norway	ROW Accounts – Non-Debtor	3782	NOK
69.	MCC Stavanger AS	Danske Bank	Norway	ROW Accounts – Non-Debtor	3790	SEK
70.	MCC Stavanger AS	Danske Bank	Norway	ROW Accounts – Non-Debtor	3804	DKK
71.	MCC Stavanger AS	Danske Bank	Norway	ROW Accounts – Non-Debtor	3812	EUR
72.	MCC Stavanger AS	Danske Bank	Norway	ROW Accounts – Non-Debtor	9341	NOK
73.	Multi-Color Argentina S.A.	Citibank	Argentina	ROW Accounts – Non-Debtor	3013	ARS
74.	Multi-Color Argentina S.A.	Citibank	Argentina	ROW Accounts – Non-Debtor	3016	USD
75.	Multi-Color Argentina S.A.	ICBC	Argentina	ROW Accounts – Non-Debtor	5/59	ARS
76.	Multi-Color Brazil Holdings	Citibank	Brazil	ROW Accounts – Non-Debtor	5014	BRL
77.	Multi-Color Chile SpA	Banco BCI	Chile	ROW Accounts – Non-Debtor	3451	USD
78.	Multi-Color Chile SpA	Banco BCI	Chile	ROW Accounts – Non-Debtor	5928	CLP
79.	Multi-Color Chile SpA	Banco Santander	Chile	ROW Accounts – Non-Debtor	39-4	CLP
80.	Multicolor Corporation Cluj Napoca SRL	Citibank	Romania	ROW Accounts – Non-Debtor	9006	RON
81.	Multicolor Corporation Cluj Napoca SRL	Citibank	Romania	ROW Accounts – Non-Debtor	9014	EUR
82.	Multicolor Corporation Cluj Napoca SRL	Citibank	Romania	ROW Accounts – Non-Debtor	9022	RON
83.	Multi-Color Corporation Kenya Limited	Citibank	Kenya	ROW Accounts – Non-Debtor	5018	KES
84.	Multi-Color Corporation Kenya Limited	Citibank	Kenya	ROW Accounts – Non-Debtor	5022	KES

No.	Entity	Bank	Location	Description	Account No.	Currency
85.	Multi-Color Corporation Kenya Limited	Citibank	Kenya	ROW Accounts – Non-Debtor	5611	EUR
86.	Multi-Color Corporation Kenya Limited	Citibank	Kenya	ROW Accounts – Non-Debtor	5638	USD
87.	Multi-Color Corporation Tanzania Limited	Citibank	Tanzania	ROW Accounts – Non-Debtor	5034	EUR
88.	Multi-Color Corporation Tanzania Limited	Citibank	Tanzania	ROW Accounts – Non-Debtor	5036	USD
89.	Multi-Color German Group GmbH	Citibank	Germany	Pool Participant	4838	EUR
90.	Multi-Color Germany Holding GmbH	Citibank	Germany	Pool Participant	6005	EUR
91.	Multi-color Haro Spain, S.L.	Banco Santander	Spain	ROW Accounts – Non-Debtor	0075	EUR
92.	Multi-color Haro Spain, S.L.	Citibank	Spain	Pool Participant	8416	EUR
93.	Multi-Color Italia Piemonte S.r.l.	Banco BPM	Italy	ROW Accounts – Non-Debtor	5103	EUR
94.	Multi-Color Italia Piemonte S.r.l.	Citibank	Italy	Pool Participant	3029	EUR
95.	Multi-color Italian Holding Srl	Citibank	Italy	Pool Participant	5012	EUR
96.	Multi-Color Packaging Materials (Taicang) Co., Ltd	Agricultural bank of China	China	ROW Accounts – Non-Debtor	0681	EUR
97.	Multi-Color Packaging Materials (Taicang) Co., Ltd	Agricultural bank of China	China	ROW Accounts – Non-Debtor	4590	RMB
98.	Multi-Color Packaging Materials (Taicang) Co., Ltd	Bank of China Taicang Sub Branch	China	ROW Accounts – Non-Debtor	4552	RMB
99.	Multi-Color Packaging Materials (Taicang) Co., Ltd	Bank of China Taicang Sub Branch	China	ROW Accounts – Non-Debtor	6199	USD
100.	Multi-Color Packaging Materials (Taicang) Co., Ltd	Bank of China Taicang Sub Branch	China	ROW Accounts – Non-Debtor	8314	RMB
101.	Multi-color Packaging Printing	Agricultural Bank of China	China	ROW Accounts – Non-Debtor	0900	USD
102.	Multi-color Packaging Printing	Agricultural Bank of China	China	ROW Accounts – Non-Debtor	0975	USD
103.	Multi-color Packaging Printing	Agricultural Bank of China	China	ROW Accounts – Non-Debtor	2630	RMB
104.	Multi-color Packaging Printing	Agricultural Bank of China	China	ROW Accounts – Non-Debtor	2863	USD

No.	Entity	Bank	Location	Description	Account No.	Currency
105.	Multi-color Packaging Printing	Citibank	China	ROW Accounts – Non-Debtor	3223	CNY
106.	Multi-color Suisse S.A.	Banque WIR	Switzerland	ROW Accounts – Non-Debtor	0000	CHF
107.	Multi-color Suisse S.A.	Banque WIR	Switzerland	ROW Accounts – Non-Debtor	1800	CHF
108.	Multi-color Suisse S.A.	Citibank	Switzerland	Pool Participant	9624	CHF
109.	Multi-color Vietnam	BIDV - Nam Binh Duong Branch	Vietnam	ROW Accounts – Non-Debtor	4230	VND
110.	Multi-color Vietnam	Citibank	Vietnam	ROW Accounts – Non-Debtor	9005	VND
111.	Multi-color Vietnam	Citibank	Vietnam	ROW Accounts – Non-Debtor	9007	USD
112.	Multi-color Vietnam	Citibank	Vietnam	ROW Accounts – Non-Debtor	9013	USD
113.	Pemara Asia Holding	Citibank	Malaysia	ROW Accounts – Non-Debtor	9059	MYR
114.	Pemara Labels (Philippines), Inc	BPI Manilla	Philippines	ROW Accounts – Non-Debtor	3945	PHP
115.	PT Multi Color Jakarta Indonesia	Citibank	Indonesia	ROW Accounts – Non-Debtor	8001	IDR
116.	PT Multi Color Jakarta Indonesia	Citibank	Indonesia	ROW Accounts – Non-Debtor	8508	USD
117.	PT Multi Color Jakarta Indonesia	PT. Bank CIMB Niaga, Tbk	Indonesia	ROW Accounts – Non-Debtor	8100	IDR
118.	Skane Hobro A/S	Danske Bank	Denmark	Pool Participant	5351	DKK
119.	Skane Hobro A/S	Danske Bank	Denmark	Pool Participant	5378	SEK
120.	Skane Hobro A/S	Danske Bank	Denmark	Pool Participant	5386	EUR
121.	Skane Hobro A/S	Danske Bank	Denmark	Pool Participant	5394	NOK
122.	Spearsystem Packaging (Africa) Proprietary Limited	Nedbank	South Africa	ROW Accounts – Non-Debtor	3043	ZAR
123.	TP Label Limited	Citibank	Tanzania	ROW Accounts – Non-Debtor	5022	TZS
124.	TP Label Limited	Citibank	Tanzania	ROW Accounts – Non-Debtor	5032	TZS

No.	Entity	Bank	Location	Description	Account No.	Currency
125.	WS Packaging Mexico, S.A. de C.v	BAML	Mexico	ROW Accounts – Non-Debtor	1069	USD
126.	WS Packaging Mexico, S.A. de C.v	Banorte	Mexico	ROW Accounts – Non-Debtor	2138	MXN
127.	WS Packaging Mexico, S.A. de C.v	BBVA Bancomer SA	Mexico	ROW Accounts – Non-Debtor	3647	MXN
128.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	5019	EUR
129.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	5027	USD
130.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	5035	TRY
131.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	6007	USD
132.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	6015	TRY
133.	MCC Label Durban South Africa (Pty) Ltd	Citibank	South Africa	ROW Accounts – Non-Debtor	8089	ZAR
134.	MCC LABEL S A (PTY) LTD	Citibank	South Africa	ROW Accounts – Non-Debtor	9093	ZAR
135.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	6023	EUR
136.	MCC Label Johannesburg South Africa (Pty) Ltd.	Citibank	South Africa	ROW Accounts – Non-Debtor	0458	ZAR

**Exhibit B**

**Proposed Final Order**

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
In re:  MULTI-COLOR CORPORATION, <i>et al.</i>  Debtors. <sup>1</sup>	Chapter 11  Case No. 26-10910 (MBK)  (Joint Administration Requested)

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO  
(A) CONTINUE USING THE CASH MANAGEMENT SYSTEM,  
(B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED  
THERE TO, (C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS,  
BUSINESS FORMS, AND BOOKS AND RECORDS, AND (D) CONTINUE  
INTERCOMPANY TRANSACTIONS AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through eighteen (18), is

**ORDERED.**

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<sup>1</sup> The last four digits of Debtor Multi-Color Corporation's tax identification number are 5853. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://www.veritaglobal.net/MCC>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

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*Proposed Co-Counsel to the Debtors and  
Debtors in Possession*

(Page | 3)

Debtors: MULTI-COLOR CORPORATION, *et al.*  
Case No. 26-10910 (MBK)  
Caption of Order: Final Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

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Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief* (the "Motion"),<sup>2</sup> 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 (i) continue using the Cash Management System, (ii) maintain and use the Corporate Credit Card Programs, (iii) honor certain prepetition obligations related thereto, (iv) maintain existing Debtor Bank Accounts, Business Forms, and Books and Records, and (v) continue Intercompany Transactions and funding consistent with the Debtors' historical practices, and grant administrative expense status to any such postpetition intercompany transactions; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); 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 it may enter a final order consistent with Article III of the United

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

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States Constitution; and this Court having found that the Debtors' notice of the Motion was 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 the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. Notwithstanding anything to the contrary contained in the Motion or this Final Order, any payment made or to be made pursuant to the authority granted herein, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, entered by the Court approving the Debtors' entry into any postpetition debtor-in-possession financing facility and/or the Debtors' use of cash collateral (such orders, the "DIP Orders") and any budget in connection with any use of cash collateral and/or postpetition debtor-in-possession financing authorized therein (subject to any permitted variances). To the extent there is any inconsistency between the terms of the DIP Orders and any action taken or proposed to be taken under this Final Order, the terms of the DIP Orders shall control. Nothing in

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the Motion or this Final Order shall constitute a waiver or substitution of any consent right required under the DIP Orders.

4. The Debtors are authorized, but not directed, to: (a) continue using the Cash Management System, substantially as identified on **Exhibit 1** attached hereto and as described in the Motion; (b) honor any prepetition obligations related to the use thereof; (c) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession and continue using, in their present form, the Books and Records; (d) continue to perform Intercompany Transactions in the ordinary course of business and on the same terms and consistent with past practice (including with respect to transaction amounts) and treat postpetition Intercompany Claims in a manner consistent with this Court's grant of administrative expense status thereto; (e) maintain all of their existing Debtor Bank Accounts, including, but not limited to, the Debtor Bank Accounts identified on **Exhibit 2**, in the names and with the account numbers existing immediately before the Petition Date, without the need to comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Guidelines requiring the opening of separate debtor-in-possession accounts; (f) treat the Debtor Bank Accounts for all purposes as debtor-in-possession accounts; (g) deposit funds in and withdraw funds from the Debtor Bank Accounts in the ordinary course and by all means, including checks, wire transfers, ACH transfers, and other debits or electronic means; and (h) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Debtor Bank Accounts, and to otherwise perform their obligations under the documents

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governing the Debtor Bank Accounts, *provided* that in each case (a) through (h) such action is taken in the ordinary course of business and consistent with historical practices. Notwithstanding the foregoing, once the Debtors' existing stock of Business Forms have been used, the Debtors shall, when reordering (or with respect to checks or other Business Forms the Debtors or their agents print themselves), require or print, as applicable, the designation "Debtors in Possession" and the corresponding lead bankruptcy case number on all such items. Further, within fourteen (14) calendar days of the entry of this Final Order, the Debtors will update any electronically produced checks to reflect their status as debtors-in-possession and to include the corresponding lead bankruptcy case number.

5. The Cash Management Banks are authorized, but not directed, to continue to maintain, service, and administer the Debtor Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business consistent with historical practices and the Cash Management System, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Debtor Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, 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; *provided*, that subject to paragraph six of this Final Order, the Debtors shall instruct or request any Cash Management Bank to pay or honor any check, draft, or other payment issued

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on a Debtor Bank Account prior to the Petition Date but presented to such Cash Management Bank for payment after the Petition Date only as authorized by an order of the Court.

6. The Cash Management Banks are authorized, but not directed, to debit the Debtors' accounts in the ordinary course of business, consistent with historical practices, without the need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of Debtors' accounts with such Cash Management Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; (c) all ACH transfers and overdraft lines issued and drawn on the Debtor Bank Accounts; and (d) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges and/or fees for the maintenance of the Cash Management System. Any postpetition claims by the Cash Management Banks with respect to this paragraph 6(a)-6(d) are entitled to administrative expense priority under section 503(b) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinate to the Carve Out (as defined in the DIP Orders) and approved superpriority administrative expense claims (including adequate protection claims) provided for in any order, including the DIP Orders.

7. Any existing deposit agreements between or among the Debtors, the Cash Management Banks, and other parties shall continue to govern the postpetition cash management

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relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination, indemnification, and fee provisions, shall remain in full force and effect unless otherwise ordered by the Court (including, for the avoidance of doubt, any rights of the Cash Management Banks to use funds from the Debtor Bank Accounts to remedy any overdraft of another Debtor Bank Account to the extent permitted under the applicable deposit agreement), unless the Debtors and such Cash Management Bank agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

8. If any Debtor Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or the U.S. Trustee Guidelines, the Debtors shall have until a date that is thirty (30) calendar days from the entry of this Final Order or such longer time as agreed with the U.S. Trustee for the District of New Jersey (the “U.S. Trustee”), without prejudice to seeking an additional extension, to either come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee’s requirements or guidelines or to make such other arrangements as are agreed to by the U.S. Trustee or approved by the Court; *provided that* nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

9. Notwithstanding the Debtors’ use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees payable under 28 U.S.C. § 1930(a)(6) based on the

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disbursements of (or on behalf of) each Debtor regardless of which entity actually makes such disbursements.

10. Subject to the terms hereof, the Debtors are authorized, but not directed, consistent with historical practice, to implement changes to the Cash Management System and procedures in the ordinary course of business, pursuant to the terms of any existing deposit agreements, including, without limitation, opening any new bank accounts or closing any existing Debtor Bank Accounts and entering into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided, however*, the Debtors shall provide the U.S. Trustee, counsel to the ABL Agent, counsel to the Secured Ad Hoc Group, co-counsel to the Sponsor and Plan Sponsor, and counsel to any statutory committees that may be appointed in the chapter 11 cases with not less than five (5) business days' prior written notice before making any material changes to the Cash Management System. The U.S. Trustee, the ABL Agent, and any statutory committees that may be appointed in these chapter 11 cases may object upon receipt of such notice by filing an objection with regard to the closing of any Debtor Bank Accounts. If an objection is filed with respect to such changes, the Debtors shall not implement such changes without (a) the consensual resolution of such objection or (b) further authorization by this Court. For the avoidance of doubt, the closing of the Concentration Accounts shall require the prior written consent (not to be unreasonably withheld, conditioned, or delayed) of the ABL Agent.

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11. Any new bank account opened by the Debtors shall be established at an institution that is (a) a party to a Uniform Depository Agreement (a “UDA”) with the U.S. Trustee or is willing to immediately execute a UDA, and (b) bound by the terms of this Final Order. The opening or closing of a bank account shall be timely indicated on the Debtors’ monthly operating reports. The relief granted in this Final Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a “Debtor Bank Account,” and to the bank at which such account is opened, which bank shall be deemed a “Cash Management Bank.” The opening or closing of a bank account shall be timely indicated on the Debtors’ monthly operating reports. Any new debtor-in-possession bank account must bear the designation “Debtor in Possession” and designated as “Debtor-in-Possession” accounts with the case number. The Debtors shall provide notice within one (1) business day to the U.S. Trustee, counsel to the ABL Agent, counsel to the Secured Ad Hoc Group, co-counsel to the Sponsor and Plan Sponsor, and counsel to any statutory committees that may be appointed in these chapter 11 cases of the opening of a new bank account or closing of any existing bank accounts. The U.S. Trustee, counsel to the ABL Agent, counsel to the Secured Ad Hoc Group, co-counsel to the Sponsor and Plan Sponsor, and counsel to any statutory committees that may be appointed in these chapter 11 cases shall have fourteen (14) calendar days from receipt of such notice to file any objection with regard to the opening or closing of a bank account, or such later date as may be extended by the Court or agreed to between such parties, as applicable.

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12. All banks maintaining any of the Debtor Bank Accounts that are provided with notice of this Final Order shall not honor or pay any bank payments drawn on the listed Debtor Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Debtor Bank Accounts.

13. Subject to the terms of this Final Order, (a) the Debtors are further authorized, but not directed, to pay any undisputed Bank Fees, including any prepetition amounts and any ordinary-course Bank Fees incurred postpetition in connection with the Debtor Bank Accounts (which, absent such payment, would be entitled to administrative expense priority under section 503(b) of the Bankruptcy Code), (b) the Cash Management Banks are hereby authorized to debit prepetition and postpetition Bank Fees from the Debtor Bank Accounts without further order of this Court, and (c) any unpaid Bank Fees are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinate to the Carve Out (as defined in the DIP Order) and approved superpriority administrative expense claims (including adequate protection claims) provided for in any order, including the DIP Order. For the avoidance of doubt, the Cash Management Banks are authorized to continue to charge, and the Debtors are authorized to pay, honor, or allow the deduction from the appropriate account, any service charges or fees owed to the Cash Management Banks, whether such items are dated prior to, on, or subsequent to the Petition Date.

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14. The Cash Management Banks are authorized, without further order of this Court, to deduct any applicable Bank Fees from the applicable Debtor Bank Accounts in the ordinary course of business consistent with historical practices, and the automatic stay is modified to the extent necessary to allow the Cash Management Banks to effectuate such setoffs.

15. The Cash Management Banks are authorized, without further order of this Court, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

16. Subject to the terms set forth herein, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order.

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17. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Debtor Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

18. The Debtors are authorized, but not directed, to maintain the Corporate Credit Card Programs, issue Corporate Credit Cards pursuant to the Corporate Credit Card Programs, subject to any terms and conditions thereof, and to pay any amount due and owing thereunder in the ordinary course of business on a postpetition basis, including, without limitation, making payments on account of charges that were made under the Corporate Credit Card Programs both prior to and after the Petition Date, subject to the limitations of this Final Order and any other applicable interim and/or final orders of this Court, which are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinate to the Carve Out (as defined in the DIP Orders) and approved superpriority administrative expense claims (including adequate protection claims) provided for in any order, including the DIP Orders. The issuer of the Corporate Credit Cards under the Corporate Credit Card Programs is authorized to continue to make advances pursuant to the terms of its existing agreement (in reliance upon section 364(e) of the Bankruptcy Code) with the Debtors, and the Debtors are authorized to incur credit in respect of such advances under sections 364(a) and 364(c) of the Bankruptcy Code, as applicable. The Debtors are further

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authorized, but not directed, to provide cash collateral to the issuers of the Corporate Credit Cards to support the Corporate Credit Card Programs in an amount agreed to between the Debtors and such issuers. The terms of the existing agreement by and between the Debtors and issuer of the Corporate Credit Cards under the Corporate Credit Card Programs, including the reduction, termination, fee provisions, rights, benefits, collateral, and offset and termination rights, and remedies afforded under such agreements shall remain in full force and effect and govern the parties' postpetition transactions with the Debtors, including making ordinary course modifications thereto.

19. The Debtors are authorized, but not directed, to honor their obligations with respect to Intercompany Transactions and to continue engaging in Intercompany Transactions (including with Non-Debtor Affiliates), including with respect to "netting" or setoffs, whether arising prepetition or postpetition, in connection with the Cash Management System in the ordinary course of business on a postpetition basis in a manner consistent with the Debtors' past practice. For the avoidance of doubt, the Debtors are also authorized to continue Intercompany Transactions arising from or related to the operation of their business, including Intercompany Transactions with Non-Debtor Affiliates, in the ordinary course and consistent with past practice (including with respect to amount).

20. The Debtors shall maintain, and shall direct the Non-Debtor Affiliates to maintain, accurate and detailed records of all transfers within the Cash Management System, including but not limited to Intercompany Transactions and the payment of Intercompany Claims, including all

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transfers of cash or non-cash setoffs, so that all transactions may be readily traced, ascertained, and recorded properly on the Debtors' Books and Records and applicable intercompany accounts (if any) to the same extent as maintained prior to the commencement of the chapter 11 cases, and shall make such records available to the Lender Advisors (as defined in the DIP Orders), the U.S. Trustee, and any statutory committee appointed in these cases upon request. The Debtors are also directed to maintain their Books and Records so as to distinguish between prepetition and postpetition transactions for the purposes of determining administrative expense status.

21. All postpetition payments from a Debtor to another Debtor or non-Debtor under any postpetition Intercompany Transactions authorized hereunder that result in an Intercompany Claim are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinate to the Carve Out (as defined in the DIP Order) and approved superpriority administrative expense claims (including adequate protection claims) provided for in any order, including the DIP Order.

22. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

23. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order is intended as or shall be deemed to be:

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(a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Final Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Final Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Final Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

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24. The Debtors are authorized, but not directed, 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 the relief granted herein and to the extent authorized by this Final Order.

25. 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.

26. Within two (2) calendar days after entry of this Final Order, the Debtors shall serve a copy of this Final Order on each applicable bank and financial institution that is directed to comply with the terms of this Final Order.

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

28. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order shall be effective and enforceable immediately upon entry hereof.

29. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

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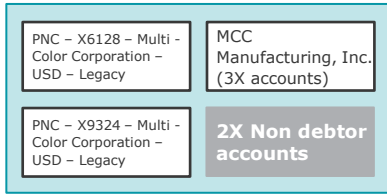
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30. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

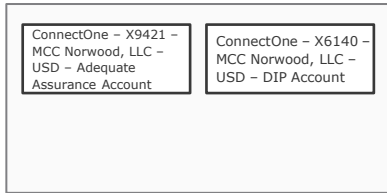
**Exhibit 1**

**Cash Management System Schematic**

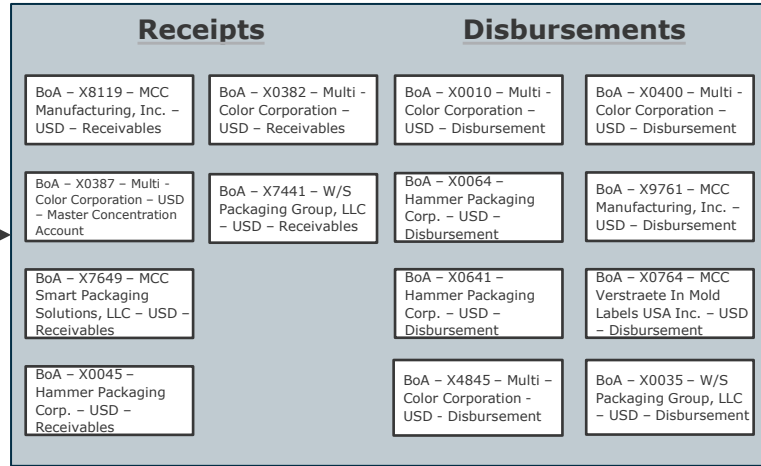
**Legacy PNC System**



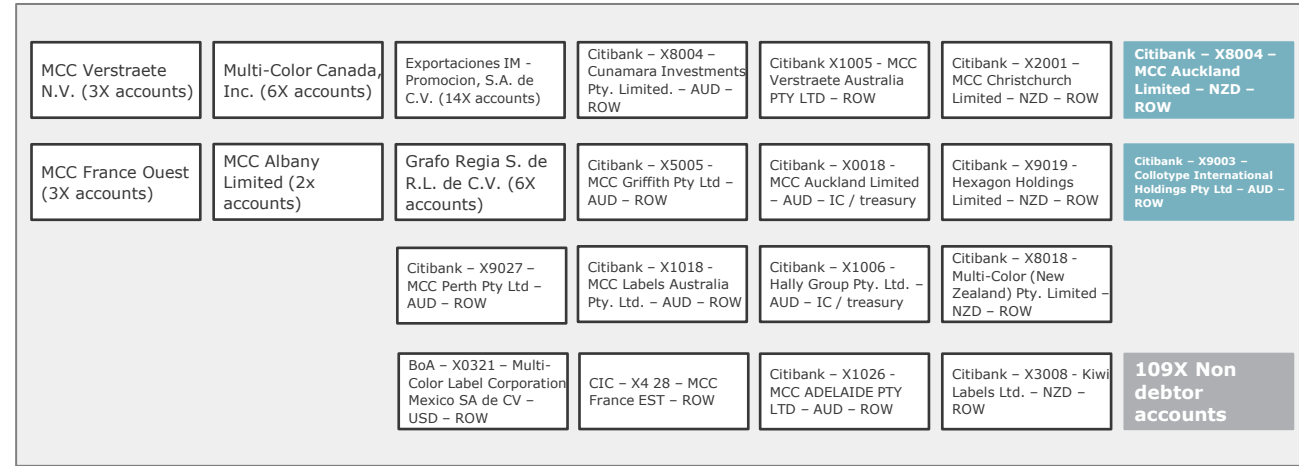
**Escrow Accounts**



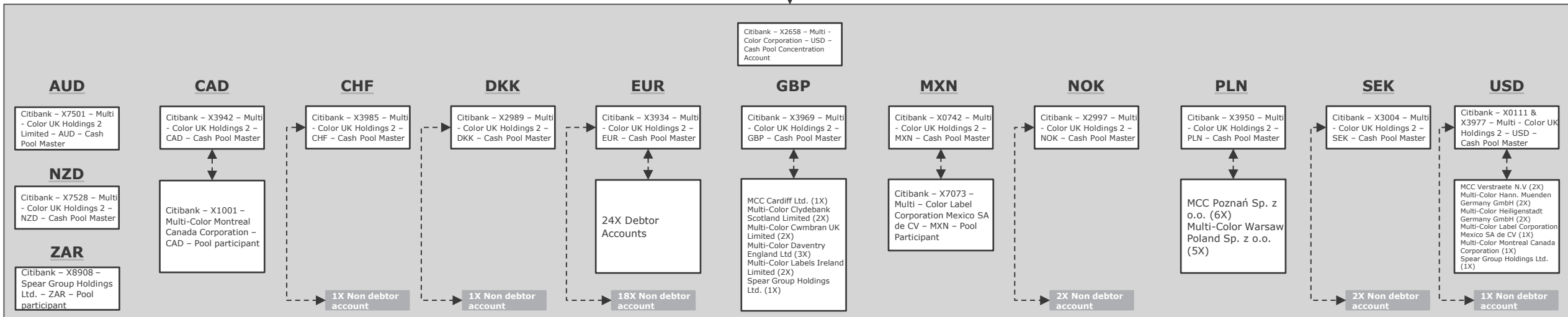
**Bank of America ZBA System**



**ROW System**



**Global Pool System**



**Exhibit 2**

**Bank Accounts**

No.	Entity	Bank	Location	Description	Account No.	Currency
<i>Debtor Bank Accounts</i>						
1.	Cunamara Investments Pty. Limited.	Citibank	Australia	ROW Accounts – Debtor	8004	AUD
2.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Monex	Mexico	ROW Accounts – Debtor	80000	MXN
3.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Monex	Mexico	ROW Accounts – Debtor	000A	USD
4.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Monex	Mexico	ROW Accounts – Debtor	000B	USD
5.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Santander	Mexico	ROW Accounts – Debtor	0066	MXN
6.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Santander	Mexico	ROW Accounts – Debtor	6001	USD
7.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Santander	Mexico	ROW Accounts – Debtor	7696	MXN
8.	Exportaciones IM - Promocion, S.A. de C.V.	Banco Santander	Mexico	ROW Accounts – Debtor	7696	MXN
9.	Exportaciones IM - Promocion, S.A. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	449A	USD
10.	Exportaciones IM - Promocion, S.A. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	0490	MXN
11.	Exportaciones IM - Promocion, S.A. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	2213	MXN
12.	Exportaciones IM - Promocion, S.A. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	449B	USD
13.	Exportaciones IM - Promocion, S.A. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	449C	USD
14.	Exportaciones IM - Promocion, S.A. de C.V.	HSBC	Mexico	ROW Accounts – Debtor	4500	USD
15.	Exportaciones IM - Promocion, S.A. de C.V.	HSBC	Mexico	ROW Accounts – Debtor	7904	MXN
16.	Grafo Regia S. de R.L. de C.V.	BoA	Mexico	ROW Accounts – Debtor	7707	USD
17.	Grafo Regia S. de R.L. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	3589	MXN
18.	Grafo Regia S. de R.L. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	5061	USD
19.	Grafo Regia S. de R.L. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	6800	MXN
20.	Grafo Regia S. de R.L. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	6819	MXN
21.	Grafo Regia S. de R.L. de C.V.	BBVA	Mexico	ROW Accounts – Debtor	8779	EUR
22.	Hally Group Pty. Ltd.	Citibank	Australia	ROW Accounts – Debtor	1006	AUD
23.	MCC Christchurch Limited	Citibank	New Zealand	ROW Accounts – Debtor	2001	NZD

No.	Entity	Bank	Location	Description	Account No.	Currency
24.	MCC Manufacturing, Inc.	BoA	USA	Receivables	0045	USD
25.	MCC Manufacturing, Inc.	BoA	USA	Disbursement	0064	USD
26.	MCC Manufacturing, Inc.	BoA	USA	Disbursement	0641	USD
27.	Hexagon Holdings Limited	Citibank	New Zealand	ROW Accounts – Debtor	9019	NZD
28.	Kiwi Labels Ltd.	Citibank	New Zealand	ROW Accounts – Debtor	3008	NZD
29.	MCC Ablis France SAS	Citibank	France	Pool Participant	5021	EUR
30.	MCC Ablis France SAS	Citibank	France	Pool Participant	5196	EUR
31.	MCC ADELAIDE PTY LTD	Citibank	Australia	ROW Accounts – Debtor	1026	AUD
32.	MCC Auckland Limited	Citibank	Australia	ROW Accounts – Debtor	0018	AUD
33.	MCC Cardiff Ltd.	Citibank	UK	Pool Participant	0881	GBP
34.	MCC France Ouest	CIC	France	ROW Accounts – Debtor	1 84	EUR
35.	MCC France Ouest	Citibank	France	ROW Accounts – Debtor	1133	EUR
36.	MCC France Ouest	Citibank	France	ROW Accounts – Debtor	8019	EUR
37.	MCC Griffith Pty Ltd	Citibank	Australia	ROW Accounts – Debtor	5005	AUD
38.	MCC Labels Australia Pty. Ltd.	Citibank	Australia	ROW Accounts – Debtor	1018	AUD
39.	MCC Nantes France SAS	Citibank	France	Pool Participant	4017	EUR
40.	MCC Nantes France SAS	Citibank	France	Pool Participant	4181	EUR
41.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	2010	PLN
42.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	2011	EUR
43.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9000	PLN
44.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9001	PLN
45.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9002	EUR
46.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9003	PLN
47.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9004	PLN
48.	MCC Poznań Sp. z o.o.	Citibank	Poland	Pool Participant	9500	PLN
49.	MCC Smart Packaging Solutions, LLC	BoA	USA	Receivables	7649	USD
50.	MCC Verstraete Australia PTY LTD	Citibank	Australia	ROW Accounts – Debtor	1005	AUD
51.	MCC Verstraete In Mold Labels USA Inc.	BoA	USA	Disbursement	0764	USD
52.	MCC Verstraete N.V.	Citibank	Belgium	Pool Participant	2167	USD
53.	MCC Verstraete N.V.	Citibank	Belgium	Pool Participant	6155	EUR
54.	MCC Verstraete N.V.	Citibank	Belgium	Pool Participant	6357	EUR
55.	MCC Verstraete N.V.	Citibank	Belgium	Pool Participant	6461	USD
56.	MCC Verstraete N.V.	KBC	Belgium	ROW Accounts – Debtor	6CAD	CAD
57.	MCC Verstraete N.V.	KBC	Belgium	ROW Accounts – Debtor	6EUR	EUR
58.	MCC Verstraete N.V.	KBC	Belgium	ROW Accounts – Debtor	6USD	USD
59.	Multi-Color Bingen Germany GmbH	Citibank	Germany	Pool Participant	8637	EUR
60.	Multi-Color Canada, Inc.	BMO	Canada	ROW Accounts – Debtor	680	USD
61.	Multi-Color Canada, Inc.	BMO	Canada	ROW Accounts – Debtor	5930	CAD

No.	Entity	Bank	Location	Description	Account No.	Currency
62.	Multi-Color Clydebank Scotland Limited	Citibank	UK	Pool Participant	1120	GBP
63.	Multi-Color Clydebank Scotland Limited	Citibank	UK	Pool Participant	3812	GBP
64.	Multi-Color Clydebank Scotland Limited	Citibank	UK	Pool Participant	5603	EUR
65.	Multi-Color Corporation	BoA	USA	Disbursement	0010	USD
66.	Multi-Color Corporation	BoA	USA	Receivables	0382	USD
67.	Multi-Color Corporation	BoA	USA	Master Concentration	0387	USD
68.	Multi-Color Corporation	BoA	USA	Disbursement	0400	USD
69.	Multi-Color Corporation	BoA	USA	Disbursement	4845	USD
70.	Multi-Color Corporation	Citibank	USA	Cash Pool Concentration Account	2658	USD
71.	Multi-Color Corporation	PNC	USA	Legacy Account	6128	USD
72.	Multi-Color Corporation	PNC	USA	Legacy Account	9324	USD
73.	Multi-Color Cwmbran UK Limited	Citibank	UK	Pool Participant	1112	GBP
74.	Multi-Color Cwmbran UK Limited	Citibank	UK	Pool Participant	4019	EUR
75.	Multi-Color Cwmbran UK Limited	Citibank	UK	Pool Participant	4027	GBP
76.	Multi-Color Daventry England Ltd	Citibank	UK	Pool Participant	1139	GBP
77.	Multi-Color Daventry England Ltd	Citibank	UK	Pool Participant	3820	GBP
78.	Multi-Color Daventry England Ltd	Citibank	UK	Pool Participant	5557	GBP
79.	Multi-Color Hann. Muenden Germany GmbH	Citibank	Germany	Pool Participant	6014	USD
80.	Multi-Color Hann. Muenden Germany GmbH	Citibank	Germany	Pool Participant	6022	USD
81.	Multi-Color Hann. Muenden Germany GmbH	Citibank	Germany	Pool Participant	6468	EUR
82.	Multi-Color Hann. Muenden Germany GmbH	Citibank	Germany	Pool Participant	6654	EUR
83.	Multi-Color Heiligenstadt Germany GmbH	Citibank	Germany	Pool Participant	3031	USD
84.	Multi-Color Heiligenstadt Germany GmbH	Citibank	Germany	Pool Participant	3058	USD
85.	Multi-Color Heiligenstadt Germany GmbH	Citibank	Germany	Pool Participant	3426	EUR
86.	Multi-Color Heiligenstadt Germany GmbH	Citibank	Germany	Pool Participant	3647	EUR
87.	Multi-Color Label Corporation Mexico SA de CV	Citibank	Mexico	Pool Participant	2748	USD
88.	Multi-Color Label Corporation Mexico SA de CV	Citibank	Mexico	Pool Participant	7073	MXN

No.	Entity	Bank	Location	Description	Account No.	Currency
89.	Multi-Color Label Corporation Mexico SA de CV	BoA	Mexico	ROW Accounts - Debtor	0321	USD
90.	Multi-Color Labels Castlebar Ireland Limited	Citibank	Ireland	Pool Participant	6008	EUR
91.	Multi-Color Labels Ireland Limited	Citibank	Ireland	Pool Participant	0278	GBP
92.	Multi-Color Labels Ireland Limited	Citibank	Ireland	Pool Participant	2002	EUR
93.	Multi-Color Labels Ireland Limited	Citibank	Ireland	Pool Participant	9638	GBP
94.	Multi-Color Montreal Canada Corporation	Citibank	Canada	Pool Participant	1001	CAD
95.	Multi-Color Montreal Canada Corporation	Citibank	Canada	Pool Participant	1002	USD
96.	Multi-Color UK Holdings 2 Limited	Citibank	UK	Cash Pool Master - USD	0111	USD
97.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - MXN	0742	MXN
98.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - DKK	2989	DKK
99.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - NOK	2997	NOK
100.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - SEK	3004	SEK
101.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - EUR	3934	EUR
102.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - CAN	3942	CAD
103.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - PLN	3950	PLN
104.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - GBP	3969	GBP
105.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - USD	3977	USD
106.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - CHR	3985	CHF
107.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - AUD	7501	AUD
108.	MULTI-COLOR UK HOLDINGS 2 LIMITED	Citibank	UK	Cash Pool Master - NZD	7528	NZD
109.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	2000	PLN
110.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	2001	PLN
111.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	2002	PLN
112.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	2003	EUR
113.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	2500	PLN
114.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	9005	PLN

No.	Entity	Bank	Location	Description	Account No.	Currency
115.	Multi-Color Warsaw Poland Sp. Z.o.o	Citibank	Poland	Pool Participant	9006	EUR
116.	Multi-Color (New Zealand) Pty. Limited	Citibank	New Zealand	ROW Accounts - Debtor	8018	NZD
117.	Spear Group Holdings Ltd.	Citibank	UK	Pool Participant	2742	GBP
118.	Spear Group Holdings Ltd.	Citibank	UK	Pool Participant	8908	ZAR
119.	Spear Group Holdings Ltd.	Citibank	UK	Pool Participant	8916	EUR
120.	Spear Group Holdings Ltd.	Citibank	UK	Pool Participant	8924	USD
121.	W/S Packaging Group, LLC	BoA	USA	Disbursement	0035	USD
122.	W/S Packaging Group, LLC	BoA	USA	Receivables	7441	USD
123.	MCC-Norwood, LLC	ConnectOne	USA	Adequate Assurance Account	9421	USD
124.	MCC-Norwood, LLC	ConnectOne	USA	DIP Account	6140	USD
125.	MCC Manufacturing, Inc.	BoA	USA	Receivables	8119	USD
126.	MCC Manufacturing, Inc.	BoA	USA	Disbursement	9761	USD
127.	MCC Auckland Limited	CITIBANK	New Zealand	ROW Accounts - Debtor	8004	NZD
128.	Collotype International Holdings Pty Ltd	CITIBANK	Australia	ROW Accounts - Debtor	9003	AUD
129.	Multi-Color Canada, Inc.	Bank of America-Canada	Canada	ROW Accounts - Debtor	1109	USD
130.	Multi-Color Canada, Inc.	Bank of America-Canada	Canada	ROW Accounts - Debtor	1117	USD
131.	Multi-Color Canada, Inc.	Bank of America-Canada	Canada	ROW Accounts - Debtor	1208	CAD
132.	Multi-Color Canada, Inc.	Bank of America-Canada	Canada	ROW Accounts - Debtor	1216	CAD
133.	MCC Albany Limited	Citibank	New Zealand	ROW Accounts - Debtor	0009	NZD
134.	MCC Albany Limited	Citibank	Australia	ROW Accounts - Debtor	4007	AUD
135.	MCC France EST	CIC	France	ROW Accounts - Debtor	4 28	EUR
136.	MCC France EST	Citibank	France	Pool Participant	0005	EUR
137.	MCC France EST	Citibank	France	Pool Participant	0145	EUR
138.	MCC France EST	Citibank	France	Pool Participant	0692	EUR
139.	Multi-Color Bingen Germany GmbH	Citibank	Germany	Pool Participant	8009	EUR
140.	MCC Perth Pty Ltd	Citibank	Australia	ROW Accounts - Debtor	9027	AUD
141.	MCC Manufacturing, Inc.	PNC	USA	Legacy Account	2263	USD
142.	MCC Manufacturing, Inc.	PNC	USA	Legacy Account	2335	USD
143.	MCC Manufacturing, Inc.	PNC	USA	Legacy Account	2695	USD
<i>Non-Debtor Bank Accounts</i>						
1.	Flexcoat Producers Auto-Adesivos S.A.	Bradesco	Brazil	ROW Accounts – Non-Debtor	10-8	BRL
2.	Flexcoat Producers Auto-Adesivos S.A.	Bradesco Private	Brazil	ROW Accounts – Non-Debtor	26-8	BRL

No.	Entity	Bank	Location	Description	Account No.	Currency
3.	Flexcoat Producers Auto-Adesivos S.A.	Bradesco Trianon	Brazil	ROW Accounts – Non-Debtor	8818	BRL
4.	Flexcoat Producers Auto-Adesivos S.A.	Caixa Economica Federal	Brazil	ROW Accounts – Non-Debtor	00-9	BRL
5.	Flexcoat Producers Auto-Adesivos S.A.	Citibank	Brazil	ROW Accounts – Non-Debtor	5029	BRL
6.	Flexcoat Producers Auto-Adesivos S.A.	Itau Unibanco (341)	Brazil	ROW Accounts – Non-Debtor	00-8	BRL
7.	GPC III B.V.	Citibank	Netherlands	Pool Participant	9077	EUR
8.	GPC III Packaging Holdings Mexico S. de R.L. de C.V.	BBVA Bancomer SA	Mexico	ROW Accounts – Non-Debtor	0947	MXN
9.	GPC III Packaging Holdings Mexico S. de R.L. de C.V.	BBVA Bancomer SA	Mexico	ROW Accounts – Non-Debtor	1102	MXN
10.	Haendler & Natermann Benelux SPRL/BVBA	Citibank	Belgium	Pool Participant	4274	EUR
11.	Italstereo Resin Labels S.r.l	Citibank	Italy	Pool Participant	4017	EUR
12.	Italstereo Resin Labels S.r.l	Citibank	Italy	Pool Participant	4025	EUR
13.	Italstereo Resin Labels S.r.l	Credem AG.Viareggio	Italy	ROW Accounts – Non-Debtor	2064	EUR
14.	Lux Global Label, Puerto Rico, LLC	PNC	USA	Legacy Account	7611	USD
15.	Lux Global Label, Puerto Rico, LLC	PNC	USA	Legacy Account	7638	USD
16.	MCC France F&B SAS	Citibank	France	Pool Participant	7040	EUR
17.	MCC France F&B SAS	Citibank	France	Pool Participant	7202	EUR
18.	MCC Italia S.p.A	Banco BPM	Italy	ROW Accounts – Non-Debtor	8739	EUR
19.	MCC Italia S.p.A	Citibank	Italy	Pool Participant	2014	EUR
20.	MCC Italia S.p.A	Citibank	Italy	Pool Participant	2022	EUR
21.	MCC Italia S.p.A	Citibank	Italy	Pool Participant	2029	USD
22.	MCC Karydakis	Citibank	Greece	Pool Participant	1415	EUR

No.	Entity	Bank	Location	Description	Account No.	Currency
23.	MCC Karydakis	Commerzbank	Greece	ROW Accounts – Non-Debtor	2500	EUR
24.	MCC Karydakis	Eurobank	Greece	ROW Accounts – Non-Debtor	8943	EUR
25.	MCC Karydakis	National Bank of Greece	Greece	ROW Accounts – Non-Debtor	7128	EUR
26.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Garanti BBVA	Turkey	ROW Accounts – Non-Debtor	39	TRY
27.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Garanti BBVA	Turkey	ROW Accounts – Non-Debtor	4 11	EUR
28.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Garanti BBVA	Turkey	ROW Accounts – Non-Debtor	4 12	USD
29.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	T.Vakiflar Bankasi	Turkey	ROW Accounts – Non-Debtor	2 63	EUR
30.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	T.Vakiflar Bankasi	Turkey	ROW Accounts – Non-Debtor	3 18	TRY
31.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	T.Vakiflar Bankasi	Turkey	ROW Accounts – Non-Debtor	4 16	TRY
32.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye Emlak Katilim Bankasi	Turkey	ROW Accounts – Non-Debtor	0 02	TRY
33.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye Emlak Katilim Bankasi	Turkey	ROW Accounts – Non-Debtor	1 02	EUR
34.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye İş Bankasi A.Ş.	Turkey	ROW Accounts – Non-Debtor	14	USD
35.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye İş Bankasi A.Ş.	Turkey	ROW Accounts – Non-Debtor	28	EUR
36.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye İş Bankasi A.Ş.	Turkey	ROW Accounts – Non-Debtor	4 58	TRY
37.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye İş Bankasi A.Ş.	Turkey	ROW Accounts – Non-Debtor	6 12	EUR
38.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Türkiye İş Bankasi A.Ş.	Turkey	ROW Accounts – Non-Debtor	9 98	TRY
39.	MCC Label Durban South Africa (Pty) Ltd	Nedbank	South Africa	ROW Accounts – Non-Debtor	0844	ZAR
40.	MCC Label Durban South Africa (Pty) Ltd	Nedbank	South Africa	ROW Accounts – Non-Debtor	7361	ZAR
41.	MCC Label Paarl South Africa Ltd.	Nedbank	South Africa	ROW Accounts – Non-Debtor	1554	ZAR
42.	MCC Label Paarl South Africa Ltd.	Nedbank	South Africa	ROW Accounts – Non-Debtor	2719	ZAR
43.	MCC Labels (Kuala Lumpur) Sdn. Bhd.	CIMB Bank BHD	Malaysia	ROW Accounts – Non-Debtor	7740	MYR

No.	Entity	Bank	Location	Description	Account No.	Currency
44.	MCC Labels (Kuala Lumpur) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	1006	MYR
45.	MCC Labels (Kuala Lumpur) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	1014	USD
46.	MCC Labels (Kuala Lumpur) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	1057	USD
47.	MCC Labels (Kuala Lumpur) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	3259	MYR
48.	MCC Labels (Manila) Philippines	Citibank	Philippines	ROW Accounts – Non-Debtor	5009	PHP
49.	MCC Labels (Manila) Philippines	Maybank Philippines Inc.	Philippines	ROW Accounts – Non-Debtor	1070	PHP
50.	MCC Labels (Manila) Philippines	Maybank Philippines Inc.	Philippines	ROW Accounts – Non-Debtor	1785	USD
51.	MCC Labels (Manila) Philippines	Union Bank of the Philippines	Philippines	ROW Accounts – Non-Debtor	6285	PHP
52.	MCC Labels (Penang) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	8005	MYR
53.	MCC Labels (Penang) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	8013	USD
54.	MCC Labels Asia	Citibank	Malaysia	ROW Accounts – Non-Debtor	5006	MYR
55.	MCC Labels Asia	Citibank	Malaysia	ROW Accounts – Non-Debtor	5014	USD
56.	MCC Labels Bangkok Co. Ltd	Bangkok Bank	Thailand	ROW Accounts – Non-Debtor	6335	THB
57.	MCC Labels Bangkok Co. Ltd	Bangkok Bank	Thailand	ROW Accounts – Non-Debtor	8000	THB
58.	MCC Labels Bangkok Co. Ltd	Citibank	Thailand	ROW Accounts – Non-Debtor	4006	THB
59.	MCC Labels Enterprise (Penang) Sdn. Bhd.	Citibank	Malaysia	ROW Accounts – Non-Debtor	3009	MYR
60.	MCC Libourne SAS	Citibank	France	Pool Participant	1680	EUR
61.	MCC Montagny France SAS	CIC	France	ROW Accounts – Non-Debtor	1 25	EUR
62.	MCC Montagny France SAS	Citibank	France	Pool Participant	2002	EUR
63.	MCC Montagny France SAS	Citibank	France	Pool Participant	2177	EUR
64.	MCC Shared Service Centre Sdn Bhd	Citibank	Malaysia	ROW Accounts – Non-Debtor	4019	MYR

No.	Entity	Bank	Location	Description	Account No.	Currency
65.	MCC Shared Service Centre Sdn Bhd	Citibank	Malaysia	ROW Accounts – Non-Debtor	4027	USD
66.	MCC Skurup AB	Citibank	Sweden	Pool Participant	6380	SEK
67.	MCC Stavanger AS	Citibank	Norway	Pool Participant	3632	NOK
68.	MCC Stavanger AS	Danske Bank	Norway	ROW Accounts – Non-Debtor	3782	NOK
69.	MCC Stavanger AS	Danske Bank	Norway	ROW Accounts – Non-Debtor	3790	SEK
70.	MCC Stavanger AS	Danske Bank	Norway	ROW Accounts – Non-Debtor	3804	DKK
71.	MCC Stavanger AS	Danske Bank	Norway	ROW Accounts – Non-Debtor	3812	EUR
72.	MCC Stavanger AS	Danske Bank	Norway	ROW Accounts – Non-Debtor	9341	NOK
73.	Multi-Color Argentina S.A.	Citibank	Argentina	ROW Accounts – Non-Debtor	3013	ARS
74.	Multi-Color Argentina S.A.	Citibank	Argentina	ROW Accounts – Non-Debtor	3016	USD
75.	Multi-Color Argentina S.A.	ICBC	Argentina	ROW Accounts – Non-Debtor	5/59	ARS
76.	Multi-Color Brazil Holdings	Citibank	Brazil	ROW Accounts – Non-Debtor	5014	BRL
77.	Multi-Color Chile SpA	Banco BCI	Chile	ROW Accounts – Non-Debtor	3451	USD
78.	Multi-Color Chile SpA	Banco BCI	Chile	ROW Accounts – Non-Debtor	5928	CLP
79.	Multi-Color Chile SpA	Banco Santander	Chile	ROW Accounts – Non-Debtor	39-4	CLP
80.	Multicolor Corporation Cluj Napoca SRL	Citibank	Romania	ROW Accounts – Non-Debtor	9006	RON
81.	Multicolor Corporation Cluj Napoca SRL	Citibank	Romania	ROW Accounts – Non-Debtor	9014	EUR
82.	Multicolor Corporation Cluj Napoca SRL	Citibank	Romania	ROW Accounts – Non-Debtor	9022	RON
83.	Multi-Color Corporation Kenya Limited	Citibank	Kenya	ROW Accounts – Non-Debtor	5018	KES
84.	Multi-Color Corporation Kenya Limited	Citibank	Kenya	ROW Accounts – Non-Debtor	5022	KES
85.	Multi-Color Corporation Kenya Limited	Citibank	Kenya	ROW Accounts – Non-Debtor	5611	EUR

No.	Entity	Bank	Location	Description	Account No.	Currency
86.	Multi-Color Corporation Kenya Limited	Citibank	Kenya	ROW Accounts – Non-Debtor	5638	USD
87.	Multi-Color Corporation Tanzania Limited	Citibank	Tanzania	ROW Accounts – Non-Debtor	5034	EUR
88.	Multi-Color Corporation Tanzania Limited	Citibank	Tanzania	ROW Accounts – Non-Debtor	5036	USD
89.	Multi-Color German Group GmbH	Citibank	Germany	Pool Participant	4838	EUR
90.	Multi-Color Germany Holding GmbH	Citibank	Germany	Pool Participant	6005	EUR
91.	Multi-color Haro Spain, S.L.	Banco Santander	Spain	ROW Accounts – Non-Debtor	0075	EUR
92.	Multi-color Haro Spain, S.L.	Citibank	Spain	Pool Participant	8416	EUR
93.	Multi-Color Italia Piemonte S.r.l.	Banco BPM	Italy	ROW Accounts – Non-Debtor	5103	EUR
94.	Multi-Color Italia Piemonte S.r.l.	Citibank	Italy	Pool Participant	3029	EUR
95.	Multi-color Italian Holding Srl	Citibank	Italy	Pool Participant	5012	EUR
96.	Multi-Color Packaging Materials (Taicang) Co., Ltd	Agricultural bank of China	China	ROW Accounts – Non-Debtor	0681	EUR
97.	Multi-Color Packaging Materials (Taicang) Co., Ltd	Agricultural bank of China	China	ROW Accounts – Non-Debtor	4590	RMB
98.	Multi-Color Packaging Materials (Taicang) Co., Ltd	Bank of China Taicang Sub Branch	China	ROW Accounts – Non-Debtor	4552	RMB
99.	Multi-Color Packaging Materials (Taicang) Co., Ltd	Bank of China Taicang Sub Branch	China	ROW Accounts – Non-Debtor	6199	USD
100.	Multi-Color Packaging Materials (Taicang) Co., Ltd	Bank of China Taicang Sub Branch	China	ROW Accounts – Non-Debtor	8314	RMB
101.	Multi-color Packaging Printing	Agricultural Bank of China	China	ROW Accounts – Non-Debtor	0900	USD
102.	Multi-color Packaging Printing	Agricultural Bank of China	China	ROW Accounts – Non-Debtor	0975	USD
103.	Multi-color Packaging Printing	Agricultural Bank of China	China	ROW Accounts – Non-Debtor	2630	RMB
104.	Multi-color Packaging Printing	Agricultural Bank of China	China	ROW Accounts – Non-Debtor	2863	USD
105.	Multi-color Packaging Printing	Citibank	China	ROW Accounts – Non-Debtor	3223	CNY

No.	Entity	Bank	Location	Description	Account No.	Currency
106.	Multi-color Suisse S.A.	Banque WIR	Switzerland	ROW Accounts – Non-Debtor	0000	CHF
107.	Multi-color Suisse S.A.	Banque WIR	Switzerland	ROW Accounts – Non-Debtor	1800	CHF
108.	Multi-color Suisse S.A.	Citibank	Switzerland	Pool Participant	9624	CHF
109.	Multi-color Vietnam	BIDV - Nam Binh Duong Branch	Vietnam	ROW Accounts – Non-Debtor	4230	VND
110.	Multi-color Vietnam	Citibank	Vietnam	ROW Accounts – Non-Debtor	9005	VND
111.	Multi-color Vietnam	Citibank	Vietnam	ROW Accounts – Non-Debtor	9007	USD
112.	Multi-color Vietnam	Citibank	Vietnam	ROW Accounts – Non-Debtor	9013	USD
113.	Pemara Asia Holding	Citibank	Malaysia	ROW Accounts – Non-Debtor	9059	MYR
114.	Pemara Labels (Philippines), Inc	BPI Manilla	Philippines	ROW Accounts – Non-Debtor	3945	PHP
115.	PT Multi Color Jakarta Indonesia	Citibank	Indonesia	ROW Accounts – Non-Debtor	8001	IDR
116.	PT Multi Color Jakarta Indonesia	Citibank	Indonesia	ROW Accounts – Non-Debtor	8508	USD
117.	PT Multi Color Jakarta Indonesia	PT. Bank CIMB Niaga, Tbk	Indonesia	ROW Accounts – Non-Debtor	8100	IDR
118.	Skane Hobro A/S	Danske Bank	Denmark	Pool Participant	5351	DKK
119.	Skane Hobro A/S	Danske Bank	Denmark	Pool Participant	5378	SEK
120.	Skane Hobro A/S	Danske Bank	Denmark	Pool Participant	5386	EUR
121.	Skane Hobro A/S	Danske Bank	Denmark	Pool Participant	5394	NOK
122.	Spearsystem Packaging (Africa) Proprietary Limited	Nedbank	South Africa	ROW Accounts – Non-Debtor	3043	ZAR
123.	TP Label Limited	Citibank	Tanzania	ROW Accounts – Non-Debtor	5022	TZS
124.	TP Label Limited	Citibank	Tanzania	ROW Accounts – Non-Debtor	5032	TZS
125.	WS Packaging Mexico, S.A. de C.v	BAML	Mexico	ROW Accounts – Non-Debtor	1069	USD

No.	Entity	Bank	Location	Description	Account No.	Currency
126.	WS Packaging Mexico, S.A. de C.v	Banorte	Mexico	ROW Accounts – Non-Debtor	2138	MXN
127.	WS Packaging Mexico, S.A. de C.v	BBVA Bancomer SA	Mexico	ROW Accounts – Non-Debtor	3647	MXN
128.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	5019	EUR
129.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	5027	USD
130.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	5035	TRY
131.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	6007	USD
132.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	6015	TRY
133.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	6023	EUR
134.	MCC Label Durban South Africa (Pty) Ltd	Citibank	South Africa	ROW Accounts – Non-Debtor	8089	ZAR
135.	MCC LABEL S A (PTY) LTD	Citibank	South Africa	ROW Accounts – Non-Debtor	9093	ZAR
136.	MCC Korsini Ambalaj Sanayi ve Ticaret A.S.	Citibank	Turkey	ROW Accounts – Non-Debtor	6023	EUR