

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re:	)	
	)	Chapter 11
	)	
MARELLI AUTOMOTIVE LIGHTING USA LLC,	)	Case No. 25-11034 (CTG)
<i>et al.</i> , <sup>1</sup>	)	
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 13, 118

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**CERTIFICATION OF COUNSEL REGARDING FINAL ORDER (I) AUTHORIZING  
DEBTORS TO PAY PREPETITION CLAIMS OF (A) FOREIGN VENDORS, (B) LIEN  
CLAIMANTS, (C) 503(B)(9) CLAIMANTS, AND (D) CRITICAL VENDORS,  
(II) CONFIRMING ADMINISTRATIVE EXPENSE PRIORITY OF  
OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

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The undersigned proposed counsel for the above-captioned debtors and debtors in possession (the “Debtors”) hereby certifies that:

1. On June 11, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Foreign Vendors, (B) Lien Claimants, (C) 503(b)(9) Claimants, and (D) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the “Motion”) [Docket No. 13].

2. On June 12, 2025, the Court held an interim hearing on the Motion.

3. On June 12, 2025, the Court entered the *Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of (A) Foreign Vendors, (B) Lien Claimants, (C) 503(b)(9) Claimants, and (D) Critical Vendors (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the “Interim Order”) [Docket No. 118].

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.



4. On June 13, 2025, the Debtors filed the *Notice of Entry of Interim Order and Final Hearing Regarding Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Foreign Vendors, (B) Lien Claimants, (C) 503(b)(9) Claimants, and (D) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 134] that set the deadline to respond with respect to final relief sought in the Motion as July 9, 2025 at 4:00 p.m. Eastern Time (the “Objection Deadline”).

5. The Debtors received informal comments from the Ad Hoc Group of Senior Lenders and the Official Committee of Unsecured Creditors (the “Committee”).

6. Attached hereto as **Exhibit A** is a proposed final order (the “Proposed Final Order”), which incorporates comments from the Ad Hoc Group of Senior Lenders and the Committee. The Ad Hoc Group of Senior Lenders, Office of the United States Trustee, and the Committee do not object to entry of the Proposed Final Order.

7. A blacklined copy of the Proposed Final Order is attached hereto as **Exhibit B**, showing changes made against the Interim Order.

8. Accordingly, the Debtors respectfully request entry of the Proposed Final Order attached hereto as **Exhibit A** at the Court’s earliest convenience.

Dated: July 10, 2025  
Wilmington, Delaware

*/s/ Laura Davis Jones*

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

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

**Exhibit A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

MARELLI AUTOMOTIVE LIGHTING USA LLC,  
*et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-11034 (CTG)

(Jointly Administered)

**Re: Docket Nos. 13, 118**

**FINAL ORDER (I) AUTHORIZING DEBTORS  
TO PAY PREPETITION CLAIMS OF (A) FOREIGN  
VENDORS, (B) LIEN CLAIMANTS, (C) 503(B)(9) CLAIMANTS, AND  
(D) CRITICAL VENDORS, (II) CONFIRMING ADMINISTRATIVE EXPENSE  
PRIORITY OF OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (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 the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of (i) Foreign Vendor Claims, (ii) Lien Claims, (iii) 503(b)(9) Claims, and (iv) Critical Vendor Claims (collectively, the “Trade Claims” and the parties holding such Trade Claims, the “Trade Vendors”), (b) granting administrative expense priority to all undisputed obligations on account of goods ordered by the Debtors prior to the Petition Date that will not be delivered or rendered until after the Petition Date (the “Outstanding Orders”) and authorizing the Debtors to satisfy such Outstanding Orders in the ordinary course of business, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of*

<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

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

*Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment and on a final basis, to pay all or part of, and discharge, on a case-by-case basis: (a) the Foreign Vendor Claims, in an aggregate amount not to exceed \$1,260,000,000, absent further order of the Court; (b) the Lien Claims, in an aggregate amount not to exceed \$210,000,000, absent further order of the Court; (c) the 503(b)(9) Claims, in an aggregate amount not to exceed \$490,000,000, absent further order of the Court; and (d) the Critical Vendor Claims, in an aggregate amount not to exceed \$110,000,000, absent further order of the Court; *provided* that the Debtors shall provide counsel to the Ad Hoc Group of Senior Lenders and counsel to the Official Committee of Unsecured Creditors (the "Committee") with two business days' notice

(email being sufficient) of payments to a single Trade Vendor on account of any such prepetition Trade Claims in an aggregate amount in excess of \$2,500,000 but less than \$7,500,000, which notice shall include a substantially advanced draft of an Agreement, substantially in the form attached to the Motion as Exhibit C or, if such payments shall not be supported by an Agreement, then a summary including (i) the name of the Trade Vendor, (ii) the amount proposed to be paid to the Trade Vendor on account of its Trade Claims, and (iii) the reason for payment; *provided further* that the Debtors shall not make payments to a single Trade Vendor on account of such prepetition Trade Claims in an aggregate amount in excess of \$7,500,000 without the prior written consent of the Ad Hoc Group of Senior Lenders and the Committee, not to be unreasonably withheld.<sup>3</sup>

3. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

4. The Debtors are authorized to pay all undisputed amounts relating to the Outstanding Orders, absent further order of the Court and subject to paragraph 3 above.

5. As a condition to receiving payment on account of any Trade Claim hereunder, the Debtors, shall use commercially reasonable efforts to require those Trade Vendors, by entry into an Agreement, to continue supplying goods or services to the Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) consistent with the parties' ordinary course practice; *provided* that, before executing

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<sup>3</sup> The amounts herein are estimates of what the Debtors believe is necessary to pay to each category of Trade Vendors on a final basis. In an exercise of their business judgment, however, the Debtors may, in consultation with the Committee and the Ad Hoc Group of Senior Lenders, decide that it is prudent to pay more or less to a specific category of Trade Vendors and may allocate the amounts accordingly; *provided* that the Debtors shall not exceed an aggregate amount of approximately \$2,070,000,000 absent further order of the Court.

any such Agreement, the Debtors shall use commercially reasonable efforts to obtain the most favorable terms made available to the Debtors by the applicable Trade Vendor in the eighteen-month period preceding the Petition Date. The Debtors reserve the right to require more favorable trade terms with any party as a condition to payment of any prepetition claim.

6. The form of Agreement, substantially in the form attached to the Motion as Exhibit C, is approved in its entirety, and the Debtors are authorized, in consultation with the Committee and the Ad Hoc Group of Senior Lenders, to negotiate, modify, or amend the Agreement in their reasonable business judgment.

7. Regardless of whether an Agreement has been executed, if any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the above, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then, subject to entry of the Final Order: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise; *provided* that such party shall be provided a reasonable opportunity to contest whether it continued to provide goods or services to the Debtors on Customary Trade Terms; and (d) the Debtors may declare the applicable agreement

immediately terminated (if applicable).

8. Any Trade Vendor that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this Final Order shall be deemed to (a) agree to the terms and provisions of this Final Order and (b) have waived, to the extent so paid, Trade Claims, of any type, kind, or priority (including any reclamation claim), against the Debtors, their assets, and properties. The Debtors shall provide a copy of this Final Order to any Trade Vendor to whom a payment is made pursuant to this Final Order.

9. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Trade Vendor.

10. Notwithstanding the relief granted in this Final Order, all authorizations herein and all payments and actions pursuant hereto shall be subject to the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 109] and any final order of the Court approving the debtor-in-possession financing in these chapter 11 cases (collectively, the "DIP Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders or the DIP Documents (as defined in the DIP Orders). For the avoidance of doubt, any DIP Professional Fees and/or Adequate Protection Fees (each as defined in the DIP Orders and DIP Documents) shall not be subject to the terms of this Final Order. To the extent there is any inconsistency between the

terms of the DIP Orders or the DIP Documents and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Orders or the DIP Documents, as applicable, shall control.

11. 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.

12. The Debtors shall maintain a matrix summarizing (a) the name of each Trade Vendor paid, (b) the amount paid to each Trade Vendor on account of its Trade Claims, (c) the date of each such payment, and (d) the classification of each such Trade Vendor as a Foreign Vendor, a Lien Claimant, a 503(b)(9) Claimant, or a Critical Vendor, as applicable. On a monthly basis, the Debtors shall deliver an updated copy of the matrix to the United States Trustee and, on a professional-eyes-only basis, counsel to the Ad Hoc Group of Senior Lenders, counsel to the Committee, and any other statutory committee appointed in these chapter 11 cases no later than fourteen (14) business days from the month's end. On a weekly basis, the Debtors shall deliver an updated copy of the matrix, on a professional-eyes-only basis, to counsel to the Committee and counsel to the Ad Hoc Group of Senior Lenders no later than five (5) business days from the week's end; *provided that* such weekly matrix shall not include the classification of each such Trade Vendor as a Foreign Vendor, a Lien Claimant, a 503(b)(9) Claimant, or a Critical Vendor, as applicable.

13. The Debtors shall deliver to counsel to the Ad Hoc Group of Senior Lenders and counsel to the Committee, on a professional-eyes-only basis, a report on the Agreements, both

formal and informal, that were agreed upon by the Debtors and any Trade Vendors during the prior week no later than five (5) business days from the prior week's end, and for each such Agreement, the report will include (a) the name of the Trade Vendor, (b) the aggregate amount to be paid under the Agreement and the percentage of the Trade Claim that amount represents, (c) the date the Agreement negotiation closed, and (d) forecasted payments under the Agreement.

14. Nothing herein shall authorize any payment to insiders (as that term is defined in section 101(31) of the Bankruptcy Code).

15. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any 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 right to dispute any 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 the Motion or this Final Order; (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 as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

16. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored

as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

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

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

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

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

**Exhibit B**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

MARELLI AUTOMOTIVE LIGHTING USA LLC,  
*et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 25-11034 (~~—~~CTG)  
)  
) (Jointly Administered ~~Requested~~)  
)  
) **Re: Docket ~~No~~Nos. ~~—~~13, 118**

**FINAL ORDER (I) AUTHORIZING DEBTORS  
TO PAY PREPETITION CLAIMS OF (A) FOREIGN  
VENDORS, (B) LIEN CLAIMANTS, (C) 503(B)(9) CLAIMANTS, AND  
(D) CRITICAL VENDORS, (II) CONFIRMING ADMINISTRATIVE EXPENSE  
PRIORITY OF OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (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 the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of (i) Foreign Vendor Claims, (ii) Lien Claims, (iii) 503(b)(9) Claims, and (iv) Critical Vendor Claims (collectively, the “Trade Claims” and the parties holding such Trade Claims, the “Trade Vendors”), (b) granting administrative expense priority to all undisputed obligations on account of goods ordered by the Debtors prior to the Petition Date that will not be delivered or rendered until after the Petition Date (the “Outstanding Orders”) and authorizing the Debtors to satisfy such Outstanding Orders in the ordinary course of business, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and

<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

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

this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment and on a final basis, to pay all or part of, and discharge, on a case-by-case basis: (a) the Foreign Vendor Claims, in an aggregate amount not to exceed \$1,260,000,000, absent further order of the Court; (b) the Lien Claims, in an aggregate amount not to exceed \$210,000,000, absent further order of the Court; (c) the 503(b)(9) Claims, in an aggregate amount not to exceed \$490,000,000, absent further order of the Court; and (d) the Critical Vendor Claims, in an aggregate amount not to exceed \$110,000,000, absent further order of the

Court; *provided* that ~~(i)~~ the Debtors shall provide counsel to the Ad Hoc Group of Senior Lenders and counsel to the Official Committee of Unsecured Creditors (the “Committee”) with two business days’ notice (email being sufficient) of ~~individual~~ payments to a single Trade Vendor on account of any such prepetition Trade Claims in an aggregate amount in excess of \$2,500,000 but less than \$7,500,000; ~~and (ii) the~~, which notice shall include a substantially advanced draft of an Agreement, substantially in the form attached to the Motion as Exhibit C or, if such payments shall not be supported by an Agreement, then a summary including (i) the name of the Trade Vendor, (ii) the amount proposed to be paid to the Trade Vendor on account of its Trade Claims, and (iii) the reason for payment; *provided further that the* Debtors shall not make ~~any individual~~ payments to a single Trade Vendor on account of such prepetition Trade Claims in an aggregate amount in excess of \$7,500,000 without the prior written consent of the Ad Hoc Group of Senior Lenders and the Committee, not to be unreasonably withheld.<sup>3</sup>

3. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

4. The Debtors are authorized to pay all undisputed amounts relating to the Outstanding Orders, absent further order of the Court and subject to paragraph 3 above.

5. As a condition to receiving payment on account of any Trade Claim hereunder, the Debtors, shall use commercially reasonable efforts to require those Trade Vendors, by entry into an Agreement, to continue supplying goods or services to the Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit

<sup>3</sup> The amounts herein are estimates of what the Debtors believe is necessary to pay to each category of Trade Vendors on a final basis. In an exercise of their business judgment, however, the Debtors may, in consultation with the Committee and the Ad Hoc Group of Senior Lenders, decide that it is prudent to pay more or less to a specific category of Trade Vendors and may allocate the amounts accordingly; *provided* that the Debtors shall not exceed an aggregate amount of approximately \$2,070,000,000 absent further order of the Court.

limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) consistent with the parties' ordinary course practice; *provided* that, before executing any such Agreement, the Debtors shall use commercially reasonable efforts to obtain the most favorable terms made available to the Debtors by the applicable Trade Vendor in the eighteen-month period preceding the Petition Date. The Debtors reserve the right to require more favorable trade terms with any party as a condition to payment of any prepetition claim.

6. The form of Agreement, substantially in the form attached to the Motion as Exhibit C, is approved in its entirety, and the Debtors are authorized, in consultation with the Committee and the Ad Hoc Group of Senior Lenders, to negotiate, modify, or amend the Agreement in their reasonable business judgment.

7. Regardless of whether an Agreement has been executed, if any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the above, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then, subject to entry of the Final Order: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; ~~and~~ (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise; provided that such party

shall be provided a reasonable opportunity to contest whether it continued to provide goods or services to the Debtors on Customary Trade Terms; and (d) the Debtors may declare the applicable agreement immediately terminated (if applicable).

8. Any Trade Vendor that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this Final Order shall be deemed to (a) agree to the terms and provisions of this Final Order and (b) have waived, to the extent so paid, Trade Claims, of any type, kind, or priority (including any reclamation claim), against the Debtors, their assets, and properties. The Debtors shall provide a copy of this Final Order to any Trade Vendor to whom a payment is made pursuant to this Final Order.

9. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Trade Vendor. ~~The Debtors do not concede that any claims satisfied pursuant to this Final Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection, or to seek the avoidance of all such liens or the priority, of such claims.~~

10. Notwithstanding the relief granted in this Final Order, all authorizations herein and all payments and actions pursuant hereto shall be subject to the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 109] and any final order of the Court approving the debtor-in-possession financing in these chapter 11 cases (collectively, the "DIP Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to

modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders or the DIP Documents (as defined in the DIP Orders). For the avoidance of doubt, any DIP Professional Fees and/or Adequate Protection Fees (each as defined in the DIP Orders and DIP Documents) shall not be subject to the terms of this Final Order. To the extent there is any inconsistency between the terms of the DIP Orders or the DIP Documents and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Orders or the DIP Documents, as applicable, shall control.

11. ~~10.~~ 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.

12. ~~11.~~ The Debtors shall maintain a matrix summarizing (a) the name of each Trade Vendor paid, (b) the amount paid to each Trade Vendor on account of its Trade Claims, ~~and~~ (c) the date of each such payment, and (d) the classification of each such Trade Vendor as a Foreign Vendor, a Lien Claimant, a 503(b)(9) Claimant, or a Critical Vendor, as applicable. On a monthly basis, the Debtors shall deliver an updated copy of the matrix to the United States Trustee and, on a professional-eyes-only basis, counsel to the Ad Hoc Group of Senior Lenders, counsel to the Committee, and any other statutory committee appointed in these chapter 11 cases, ~~no later than fourteen (14) business days from the month's end.~~ On a weekly basis, the Debtors shall deliver an updated copy of the matrix, on a professional-eyes-only basis, to counsel to the Committee and counsel to the Ad Hoc Group of Senior Lenders no later than five (5)

business days from the week's end; *provided that* such weekly matrix shall not include the classification of each such Trade Vendor as a Foreign Vendor, a Lien Claimant, a 503(b)(9) Claimant, or a Critical Vendor, as applicable.

13. The Debtors shall deliver to counsel to the Ad Hoc Group of Senior Lenders and counsel to the Committee, on a professional-eyes-only basis, a report on the Agreements, both formal and informal, that were agreed upon by the Debtors and any Trade Vendors during the prior week no later than five (5) business days from the prior week's end, and for each such Agreement, the report will include (a) the name of the Trade Vendor, (b) the aggregate amount to be paid under the Agreement and the percentage of the Trade Claim that amount represents, (c) the date the Agreement negotiation closed, and (d) forecasted payments under the Agreement.

14. Nothing herein shall authorize any payment to insiders (as that term is defined in section 101(31) of the Bankruptcy Code).

15. ~~12.~~ Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any 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 right to dispute any 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 the Motion or this Final Order; (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 as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other

encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

16. ~~13.~~ The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

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

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

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

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