

**EXHIBIT B**

**Blackline Revised Proposed Order**

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

In re:

MAREMONT CORPORATION., et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-~~---~~[10118](#) (~~---~~[KJC](#))

(Jointly Administered)

Ref. Docket No. ~~---~~[18](#)

**ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF DONLIN, RECANO & COMPANY, INC.  
AS ADMINISTRATIVE ADVISOR FOR THE DEBTORS AND  
DEBTORS IN POSSESSION, NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the "Application")<sup>2</sup> of Maremont Corporation and its affiliated debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of an order (this "Order"), pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, authorizing the Debtors to retain and employ Donlin, Recano & Company, Inc. ("DRC") as the administrative advisor in the Debtors' Chapter 11 Cases (the "Administrative Advisor"), *nunc pro tunc* to the Petition Date; and this Court being satisfied, based on the representations made in the Application and the Voorhies Declaration, that (a) DRC does not hold or represent an interest adverse to the Debtors' estates and (b) DRC is a "disinterested person" as defined in section 101(14) of the

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal taxpayer identification number, are: Maremont Corporation (6138); Maremont Exhaust Products, Inc. (9284); AVM, Inc. (9285); and Former Ride Control Operating Company, Inc. (f/k/a ArvinMeritor, Inc., a Delaware corporation) (9286). The mailing address for each Debtor for purposes of these chapter 11 cases is 2135 West Maple Road, Troy, MI 48084.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and the opportunity for a hearing on the Application having been given; and the relief requested in the Application being in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is granted solely as set forth in this Order.
3. The Debtors are authorized, but not directed, to retain DRC as the Administrative Advisor in accordance with the terms and conditions set forth in the Application and under the terms of the Engagement Agreement relating to such services, *nunc pro tunc* to the Petition Date, and DRC is authorized to perform such services as set forth in the Application and under the terms of the Engagement Agreement relating to such services.
4. DRC may hold the retainer as security of payment of DRC's final invoice for services rendered and expenses incurred in performing the Administrative Services.

5. Notwithstanding anything to the contrary in the Application or the Engagement Agreement and solely with respect to the Administrative Services, DRC will apply for compensation and reimbursement of expenses in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules, applicable Local Rules, the U.S. Trustee Guidelines, and such other procedures that have been or may be fixed by order of this Court.

6. Notwithstanding any language in the Engagement Agreement, any fees incurred by DRC during the pendency of the Chapter 11 Cases will be treated as chapter 11 administrative expenses in the event the case is converted to Chapter 7, and any fees incurred by DRC during any chapter 7 case will be treated as chapter 7 administrative expenses.

7. ~~6.~~ Except to the extent set forth below, the Debtors are authorized to indemnify DRC under the terms of the Engagement Agreement as follows:

- (a) DRC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- (b) The Debtors shall have no obligation to indemnify DRC, or provide contribution or reimbursement to DRC, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from DRC's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of DRC's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to United Artists Theatre Co. v. Walton, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which DRC should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order; and
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter

11 Cases, DRC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, DRC must file an application therefor in this Court, and the Debtors may not pay any such amounts to DRC before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by DRC for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify DRC. All parties in interest shall retain the right to object to any demand by DRC for indemnification, contribution, or reimbursement.

8. ~~7.~~ DRC shall not cease providing the Administrative Services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

9. ~~8.~~ In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

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

11. ~~10.~~ The Debtors and DRC are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

12. ~~11.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. ~~12.~~ The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: ~~\_\_\_\_\_~~ February \_\_\_\_\_, 2019  
Wilmington, Delaware

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KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE