

EXHIBIT A

Proposed Form of Order

proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and the Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and upon consideration of the First Day Declaration and the Beilinson Declaration; and upon the record of these chapter 11 cases; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby:

ORDERED that the Motion is GRANTED as set forth herein; and it is further

ORDERED that, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are authorized, effective *nunc pro tunc* to the Petition Date, to (i) engage BAG on the terms set forth in the Engagement Letter as modified by this Order; and (ii) designate Mr. Marc Beilinson as CRO for the Debtors, who will be assisted by the Additional Personnel, subject to the following terms, which apply notwithstanding anything in the Motion or the Engagement Letter, or any exhibits related thereto, to the contrary:

- a. BAG shall not act in more than one of the following capacities (crisis manager, financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the chapter 11 cases.
- b. In the event the Debtors seek to have BAG personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially modify the terms of the Engagement Letter, as modified herein, by either (i) modifying the functions of the personnel, (ii) adding new personnel,³ or (iii) altering or expanding the scope of the Engagement Letter, as modified herein, a motion to modify the retention shall be filed.

³ The current Additional Personnel include Mr. Mark Murphy and Mr. Richard Kapko.

- c. BAG shall file staffing reports (the “**Staffing Reports**”) with the Court with copies to (i) the U.S. Trustee, (ii) the mezzanine lenders and their counsel to the extent known, and (iii) counsel to any statutorily appointed committee (collectively, the “**Notice Parties**”) by the 20th of each month for the previous month, with the first report covering the December 2015 stub period, being due on January 20, 2016. The Staffing Reports shall include the names and functions filled of the individuals assigned, and shall be due by the 20th of each month for the previous month. Notice for the Staffing Reports will provide for a time period of at least fourteen (14) days for objections by parties in interest. All staffing shall be subject to review by the Court in the event an objection is filed. In addition, BAG shall file reports of compensation earned and expenses incurred on quarterly basis (the “**Quarterly Reports**”) with the Court, and provide notice to the Notice Parties. The Quarterly Reports shall summarize the service provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred, and shall be due no later than twenty (20) days after the end of a quarter with the first being due on April 20, 2016. The notice shall provide a time period of at least fourteen (14) days for objections by parties in interest. All compensation shall be subject to review by the Court in the event an objection is filed. For the avoidance of doubt, Mr. Beilinson and the Additional Personnel are not bound by Local Rule 2016-2 with respect to the Staffing Reports or the Quarterly Reports, as applicable.
- d. No principal, employee or independent contractor of BAG shall serve as a director of any of the Debtors during the pendency of the chapter 11 cases.
- e. Notwithstanding anything to the contrary in the Motion or the Engagement Letter, the Debtors are permitted to indemnify those BAG employees serving as executive officers on the same terms as provided to the Debtors’ other officers and directors under the corporate bylaws, certificates of incorporation, or applicable state laws, along with insurance coverage under any Debtor’s D&O policy. In addition, the CRO and any Additional Personnel will be entitled to the benefit of the most favorable indemnification, reimbursement, contribution and insurance provisions provided by the Debtors and their affiliates in the Debtors’ charter, by-laws or other organizational documents, by contract or otherwise.
- f. BAG shall not be required to apply to the Court for payment of its monthly invoices. Monthly invoices shall be paid in the ordinary course of business by the Debtors in accordance with the Fee and Expense Structure and the Reimbursement Policy.
- g. For a period of three years after the conclusion of the engagement, BAG shall not make any investments in the Debtors or the reorganized Debtors.

- h. BAG shall disclose any and all facts that may have a bearing on whether the firm, its subsidiaries, certain of its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtor, its creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation; and it is further

ORDERED that the Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED that all compensation and reimbursement due to, and other rights of BAG and Mr. Beilinson in accordance with the Engagement Letter, as modified by this Order, including without limitation the indemnification obligations, shall be treated and allowed (subject to the compensation review procedures identified herein) as administrative expenses in accordance with section 503 of the Bankruptcy Code and shall be paid in accordance with the Engagement Letter; and it is further

ORDERED that, notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: _____, 2016
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE