

EXHIBIT A

Interim Order

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

In re:)	
)	Chapter 11
)	
NEWBURY COMMON)	Case No. 15 - 12507 (LSS)
ASSOCIATES, LLC, <u>et al.</u> ,)	
)	Jointly Administered
Debtors. ¹)	
)	

**INTERIM ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL;
(II) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES;
AND (III) SCHEDULING A FINAL HEARING**

Upon consideration of the motion (the “**Motion**”)² of the Debtors for the entry an order (i) authorizing the use of Cash Collateral (as defined below), (ii) granting adequate protection to the Prepetition Secured Parties with respect to the diminution in value, if any, of the interests of the Prepetition Secured Parties as may result from the use of the Cash Collateral, and (iii) scheduling Final Hearing; and having considered the Motion; and having considered the Motion, the First Day Declaration, the Supplemental First Day Declaration, and the Cash Collateral Declaration, and the initial hearing on the Motion (the “**Interim Hearing**”) having been held by this Court on _____, 2016; and upon the record presented at the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Original Debtor’s tax identification number, are: Newbury Common Associates, LLC (3783); Seaboard Realty, LLC (6291); 600 Summer Street Stamford Associates, LLC (6739); Seaboard Hotel Member Associates, LLC (8984); Seaboard Hotel LTS Member Associates, LLC (6005); Park Square West Member Associates, LLC (9223); Seaboard Residential, LLC (2990); One Atlantic Member Associates, LLC (4120); 88 Hamilton Avenue Member Associates, LLC (5539); 316 Courtland Avenue Associates, LLC (0290); 300 Main Management, Inc. (6365); 300 Main Street Member Associates, LLC (2334); PSWMA I, LLC (6291); PSWMA II, LLC (6291); Tag Forest, LLC (8974); Newbury Common Member Associates, LLC (3909); Century Plaza Investor Associates, LLC (1480); Seaboard Hotel Associates, LLC (2281); Seaboard Hotel LTS Associates, LLC (8811); Park Square West Associates, LLC (9781); Clocktower Close Associates, LLC (3154); One Atlantic Investor Associates, LLC (7075); 88 Hamilton Avenue Associates, LLC (5749); 220 Elm Street I, LLC (7540); and 300 Main Street Associates, LLC (8501). The Debtors’ corporate headquarters is located at, and the mailing address for each Debtor is, 1 Atlantic Street, Stamford, CT 06901.

² Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to it in the Motion.

Interim Hearing; and it appearing that due and appropriate notice of the Motion, the relief requested therein, and the Interim Hearing (the “**Notice**”) having been given by the Debtors in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014 and all applicable Local Rules; and the Interim Hearing to consider the interim relief requested in the Motion having been held and concluded; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and it appearing to the Court that granting the interim relief requested is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable, in the best interests of the Debtors, their estates, and their creditors, and equity holders, and essential for the continued operation of the Debtors’ businesses; and it appearing the Court has 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 as of February 29, 2012; and it appearing that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. Petition. On December 13, 2015, the Original Debtors with the exception of Tag Forest, LLC (“**Tag**”) each commenced a voluntary case under chapter 11 of the Bankruptcy Code. On December 14, 2015, Tag commenced its voluntary case under chapter 11 of the Bankruptcy Code. On February 3, 2016, each of the Additional Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, as appropriate, pursuant to Bankruptcy Rule 7052.

their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Jurisdiction and Venue. The Court has jurisdiction of this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. The Motion is a “core” proceeding as defined in 28 U.S.C. §§ 157(b) (2) (A), (D) and (M). Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final judgment or order with respect to the Motion if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent the consent of the parties. Venue of the Debtors’ chapter 11 cases and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Official Committee. As of the date hereof, the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) has not yet appointed any official committees in the cases pursuant to section 1102 of the Bankruptcy Code (an “**Official Committee**”).

D. Notice. Under the circumstances, the Notice given by the Debtors of the Motion, the Interim Hearing, and the relief granted under this Interim Order constitutes due and sufficient notice thereof and complies with Bankruptcy Rule 4001(c).

E. Need to Use Cash Collateral. The Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maintain the going concern value of the Debtors, absent which immediate and irreparable harm will result to the Debtors, their estates, and their creditors. The preservation and maintenance of the Debtors’ assets and business is

necessary to maximize value. Absent the Debtors' ability to use Cash Collateral, the Debtors would not have sufficient available sources of working capital or financing and would be unable to pay their operating expenses or maintain their assets, to the severe detriment of their estates, creditors and members. Accordingly, the relief requested in the Motion and the terms herein are (i) critical to the Debtors' ability to maximize the value of these chapter 11 estates, (ii) in the best interests of the Debtors and their estates, and (iii) necessary, essential, and appropriate to avoid immediate and irreparable harm to the Debtors, their creditors, and their assets, remaining business, goodwill, and reputation.

F. Good Cause. Good cause has been shown for entry of this Interim Order, and the entry of this Interim Order is in the best interests of the Debtors and their estates and creditors. Among other things, the relief granted herein will minimize disruption of the Debtors' business and permit the Debtors to preserve and maintain the going concern value of the Debtors. The terms of the Debtors' use of Cash Collateral and proposed adequate protection arrangements, as set forth in this Interim Order, are fair and reasonable under the circumstances, and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

G. 13-Week Forecast. Attached as Exhibit C to the Motion is the 13-Week Forecast of cash receipts and disbursements setting forth on a line-item basis the Debtors' anticipated cumulative cash receipts and expenditures on a weekly basis and all necessary and required cumulative expenses which the Debtors expect to incur during each weekly period under the 13-Week Forecast. The 13-Week Forecast is an integral part of this Interim Order. The Debtors do not presently anticipate that they will incur expenses during the period covered by the 13-Week Forecast other than, or in excess of, those identified in the 13-Week Forecast.

H. The Prepetition Secured Parties. The Prepetition Secured Parties, with respect to the use of Cash Collateral are: (i) Webster Bank with respect to the Seaboard Hotel Collateral; (ii) U.S. Bank/LNR as trustee/special servicer with respect to the 300 Main Collateral; (iii) Citizens Bank with respect to the 1 Atlantic Collateral and the 100 Prospect Collateral; (iv) Natixis/Wilmington Trust with respect to the 88 Hamilton Collateral; (v) People's United with respect to the 220 Elm Collateral; (vi) Connecticut HFA with respect to the Park Square West Collateral; (vii) FCB with respect to the 300 Main FCB Collateral and the Clocktower Collateral; and (ix) Cedar Hill with respect to the \$1M Collateral and the \$4M Collateral..

I. The Property Debt Tranches. The Property Debt Tranches shall mean, as the context requires, (i) the Seaboard Hotel Mortgage Obligation and the \$1M Promissory Note; (ii) the 300 Main Mortgage Obligation and the 300 Main FCB Obligation; (iii) the 1 Atlantic Mortgage Obligation; (iv) the 88 Hamilton Mortgage Obligation; (v) the 220 Elm Mortgage Obligation and the 220 Elm Second Mortgage Obligation; (vi) the PSW Mortgage Obligation; (vii) the 100 Prospect Mortgage Obligation; and (viii) the Clocktower Mortgage Obligation.

J. Adequate Protection for the Prepetition Secured Parties. As a result of the Debtors' authorization to use the Cash Collateral and the imposition of the automatic stay, the Prepetition Secured Parties are entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for any decrease in the value of their respective interests in the Prepetition Collateral (including Cash Collateral) resulting from the automatic stay or from the Debtors' use of Cash Collateral. As "adequate protection" under the requirements of the Bankruptcy Code, the Prepetition Secured Parties shall receive the Adequate Protection (as defined herein) and such Adequate Protection currently adequately protects the Prepetition

Secured Parties. The Adequate Protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code.

K. Relief Essential; Best Interest. The relief requested in the Motion (and as provided in this Interim Order) is necessary, essential, and appropriate for the continued operation of the Debtors' businesses and the management and preservation of the Debtors' assets and the property of their estates. It is in the best interest of the Debtors' estates that the Debtors be allowed to use the Cash Collateral under the terms hereof. The Debtors have demonstrated good and sufficient cause for the relief granted herein.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Motion is GRANTED in accordance with Bankruptcy Rule 4001(c)(2) to the extent provided in this Interim Order. All objections to the Motion, to the extent not withdrawn or resolved, are overruled on their merits. This Interim Order shall hereinafter be referred to as the "**Interim Order**."

2. Authorization to Use Cash Collateral. Pursuant to the terms and conditions of this Interim Order, the Debtors are authorized to use all Cash Collateral as set forth in the 13-Week Forecast, each succeeding Forecast, and in accordance with the terms herein, terminating upon the earliest of (i) twelve-months from the entry of the Interim Order, (ii) the entry of a final order (the "**Final Order**"), (iii) the effective date of a plan of reorganization or liquidation in these chapter 11 cases, or (iv) the conversion of the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code (collectively, the "**Trigger Date**").

3. Until entry of the Final Order, the Debtors are authorized to use Cash Collateral for (i) working capital requirements; (ii) general corporate purposes; and (iii) the costs and expenses of administering the chapter 11 cases (including the payment of the allowed

professional fees and expenses incurred in these chapter 11 cases and payments under the Carve-Out).

4. Prepetition Secured Party Reporting.

- a. The Debtors delivered to the Prepetition Secured Parties a 13-week forecast of cash receipts and disbursements (a “**13-Week Forecast**”), a copy of which is attached to the Motion as **Exhibit C**. The Debtors shall deliver to the Prepetition Secured Parties: (A) except as provided in clause (C), below, on the fifteenth day of each calendar month (unless such day is not a business day in which case the required delivery date shall be the next succeeding business day) a revised 13-Week Forecast for the 13-week period from the last Saturday of the prior calendar month (each such revised forecast, for the period of its applicability, to be referred to herein as the “**Forecast**”); (B) except as provided in clause (C) below, on the last day of each calendar month (unless such day is not a business day in which case the required delivery date shall be the next succeeding business day), a report showing in reasonable detail a comparison of actual receipts and disbursements for the period from the date of the last such report through and including the last Saturday of the prior calendar month against the receipts and disbursements projected in the Forecast for such period (the “**Variance Report**”); and (C) with respect to the first Forecast and Variance Report following the Petition Date, (1) the Forecast shall be due on the fifteenth day of the calendar month (unless such day is not a business day in which case the required delivery date shall be the next succeeding business day), that is at least 30 days from the Petition Date, and (2) the Variance Report shall be delivered on the last day of the calendar month (unless such day is not a business day in which case the required delivery date shall be the next succeeding business day), that is at least 60 days from the Petition Date, and shall set forth the required comparison from the Petition Date through the last Saturday of the calendar month that is at least 30 days prior to the date when such report is required to be delivered.
- b. The Debtors also shall provide to each Prepetition Secured Party and each lender that is not a Prepetition Secured Party month-end profit and loss statements for each individual property within 30 days of the end of the month (or, if the 30th day is not a business day, the next succeeding business day), and key operating metrics consisting of occupancy, leasing activity and so-called ADR and so-called REVPAR for the Hotel Properties (as defined in the Supplemental First Day Declaration)..
- c. Forecast Variance. Until the entry of the Final Order, the Debtors agree that during each 4-week cumulative period as tested from the last Sunday of such period, the Debtors shall not use Cash Collateral to the extent such

use would exceed, for such period, 110% of cash disbursements (excluding those disbursements on account of (i) emergency operating expenditures or emergency or required capital expenditures or (ii) professional fees of the Debtors) contemplated to be made by such Debtors during such 4-week period in the applicable Forecast To the extent that there is a variance, positive or negative (expressed as a percentage), of receipts in any one month period as compared to the receipts for the same period forecasted in the applicable Forecast with respect to any Operating Expense (as defined below), then the variance from budget permitted pursuant to the preceding sentence on account of such Operating Expense shall be adjusted by such percentage. **“Operating Expense”** means any of the following line items listed on the applicable Forecast: (i) operating costs; (ii) insurance expenses; (iii) security costs; (iv) repairs and capital expenses; (v) other operating expenses; and (vi) utility costs.

- d. Application Report. Within 45 days (or, if the 45th day is not a business day, the next succeeding business day) after the end of each calendar month, the Debtors shall provide to each Representative a report for such month, on a Property Debt Tranche by Property Debt Tranche basis, as to the application of the cash in accordance with the Waterfall (as defined below) (the **“Application Report”**), with such Application Report to be based upon (x) the Cash Collateral generated by the applicable Debtors, plus or minus, as the case may be, the amount deemed loaned or borrowed, as applicable, by the applicable Debtors, (y) in the case of all of the Waterfall items other than “third” and “fourth”, in accordance with the amounts actually applicable to the applicable Debtors, and (z) in the case of Waterfall items “third” and “fourth”, in accordance with the Allocation Methodology (as defined below). Amounts actually applied in accordance with the Waterfall shall be deemed to have been applied for the benefit of the Debtors within Property Debt Tranche in accordance with the Application Report. Each Representative shall have the right to audit and challenge any Application Report upon the serving of notice of such challenge (a **“Challenge Notice”**) (within 10 days following receipt of such report) on the Debtors, counsel for the Debtors, and counsel for any official committee and the other Prepetition Secured Parties. Any such Challenge Notice shall be reasonably detailed as to the nature and basis for the challenge. Promptly following receipt of a Challenge Notice, the parties shall endeavor in good faith to resolve any disputes and, failing a resolution, shall have the right to apply to the Court for resolution after no less than 15 days after the service of a Challenge Notice. Upon a resolution, a revised Application Report (if any) shall be distributed to the Prepetition Secured Parties (and, for the avoidance of doubt, such revised report shall not be subject to a challenge period). The term **“Allocation Methodology”** shall mean with respect to management costs incurred by Debtors, (i) \$10,000 for each of the Courtyard Marriott Property and the

Residence Inn Property, (ii) \$2,000 for the Clocktower Close Property and (iii) for each of the Debtors' other properties subject to this Motion, the total management costs incurred by Debtors, reduced by \$22,000 and allocated in accordance with the respective square footages of such properties. Allowed professional fees shall not be subject to the Allocation Methodology, but shall be allocated in accordance with the respective square footages of each of the properties, provided, that the rights of the Debtors and other parties in interest to seek to recharacterize such allocation at the conclusion of these chapter 11 cases in light of the potential that these cases are substantively consolidated or otherwise shall be expressly preserved.

5. The entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair any rights and remedies of the Prepetition Secured Parties under the Bankruptcy Code, including, *inter alia*, any rights of the Prepetition Secured Parties to: (i) request conversion of the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, dismissal of the Debtors' chapter 11 cases, or the appointment of a trustee in the chapter 11 cases; (ii) to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan; or (iii) exercise any rights, claims, or privileges that the Prepetition Secured Parties may have, subject to the limitations imposed by the Bankruptcy Code.

6. Any Prepetition Secured Party and any other party that is in possession of Cash Collateral are authorized and directed to cooperate with respect to the Debtors' use of Cash Collateral.

7. Adequate Protection. As adequate protection for any postpetition diminution in the value of the Prepetition Secured Parties' respective interests in the Prepetition Collateral under the Property Debt Tranches, including any interests that they may have in the Cash Collateral (any "**Diminution in Value**"), each Prepetition Secured Party shall receive (collectively, the "**Adequate Protection**"):

- a. to the extent of any Diminution in Value, valid and perfected senior, first priority liens (the “**First Priority Adequate Protection Liens**”) on all property, whether now owned or hereafter acquired or existing and wherever located, that would constitute Prepetition Collateral of such Prepetition Secured Party, subject to (A) the Carve-Out (as defined below), (B) the Prepetition Liens of the Prepetition Secured Parties, and (C) all valid, enforceable and non-avoidable liens and security interests in the Prepetition Collateral that were perfected prior to the Petition Date (or perfected thereafter to the extent permitted by section 546(c) of the Bankruptcy Code), which are not subject to avoidance, disallowance, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law and which are senior to the applicable Prepetition Secured Parties’ liens in such Prepetition Collateral as of the Petition Date; provided, however, that any First Priority Adequate Protection Liens shall not attach to causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds thereof;⁴ and
- b. a superpriority administrative expense claim to the extent of any Diminution in Value, as provided in section 507(b) of the Bankruptcy Code against each of the Debtors; provided, however, that such superpriority administrative expense claim is subordinate to the Carve-Out; provided, further, until entry of the Final Order, such superpriority administrative expense claim shall not be paid out of proceeds of causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds thereof.

8. Nothing herein shall impair or otherwise modify the Prepetition Secured Parties’ rights under section 507(b) of the Bankruptcy Code.

9. Subject to entry of the Final Order, pursuant to section 552(b)(2) of the Bankruptcy Code, the Prepetition Secured Parties do not have a postpetition lien on rents based on the equities of the case.

10. Subject to the Carve-Out in all respects and the terms of this Interim Order, the First Priority Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates, and any successors thereto.

⁴ The First Priority Adequate Protection Liens granted to each Prepetition Secured Party includes a *pari passu* valid and perfected senior, first priority lien on any cash in the Newbury Account that constitutes Cash Collateral of such Prepetition Secured Party; subject only to the (A) the Carve-Out, (B) the Prepetition Liens, and (C) the Prior Liens.

11. Postpetition Lien Perfection. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the First Priority Adequate Protection Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, security agreement, notice of lien, or other instrument or document that may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect the First Priority Adequate Protection Liens or entitle the First Priority Adequate Protection Liens to the priorities granted herein.

12. Cash Use Covenant; True-Ups. The Debtors shall consolidate all cash in the Newbury Account. Such consolidated cash shall be applied as follows (the “**Waterfall**”):

- a. First, given the timing of cash receipts versus certain disbursements, to establish or increase, as the case may be, an expense reserve in amounts and at times reasonably determined by the Debtors for the purpose of ensuring sufficient cash on-hand to pay accrued expenses of the type contemplated by an applicable Forecast but which expenses are expected to become payable during a period other than the period when cash in excess of then payable expenses has been generated, not to exceed what is set forth in the applicable Forecast;
- b. Second, to the extent of any excess, to pay property level costs and expenses;
- c. Third, to the extent of any excess, to pay corporate management costs of the Debtors;
- d. Fourth, to the extent of any excess, to pay any professional fees (to the extent permitted by the Court to be paid at such time); and
- e. Fifth, to the extent of any excess, to repay any Intercompany Claim.

13. Carve-Out. The liens, security interests, and superpriority claims granted herein, including the First Priority Adequate Protection Liens, any superpriority claims, and any other liens, claims, or interest of any person, shall be subject and subordinate to the Carve-Out.

The “**Carve-Out**” is equal to the sum of: i) the payment of fees required to be paid to the clerk of

the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate (“**U.S. Trustee Fees**”), in each case as provided in the Forecast, (ii) all allowed professional fees incurred during the period commencing on the Petition Date and ending on the Trigger Date by professionals retained by the Debtors and any official committee(s); and (iii) subject to the terms and conditions of the Interim Order, allowed professional fees incurred after the Trigger Date in an aggregate amount not to exceed \$3,000,000.

14. Automatic Stay. The automatic stay imposed under section 362(a) of the Bankruptcy Code is modified solely to the extent necessary to permit the Debtors to grant the First Priority Adequate Protection Liens under this Interim Order.

15. Binding Effect. The provisions of this Interim Order shall be binding upon and inure to the benefit of the Prepetition Secured Parties, whether in these chapter 11 cases, in any successor cases, or upon or after dismissal of any such chapter 11 or chapter 7 cases.

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

17. Survival of Interim Order. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order that may be entered: (i) confirming any plan of reorganization in the Debtors’ chapter 11 cases; (ii) converting the Debtors’ chapter 11 cases to cases under chapter 7 of the Bankruptcy Code; (iii) to the extent authorized by applicable law, dismissing the Debtors’ chapter 11 cases; or (iv) withdrawing the reference of the Debtors’ chapter 11 cases from this Court.

18. Until entry of the Final Order, the terms and provisions of this Interim Order shall continue in full force and effect until all of the obligations under the Prepetition Credit Facilities of the Debtors have been irrevocably paid in full and discharged.

19. Successors and Assigns. The provisions of this Interim Order shall be binding upon and inure to the benefit of the Prepetition Secured Parties, the Debtors, and their respective estates, and their respective successors and assigns, including, without limitation, any trustee, committee, or other fiduciary hereafter appointed as a legal representative of any of the Debtors or their estates in these chapter 11 cases or in any subsequent chapter 7 cases of the Debtors.

20. Enforceability. This Interim Order shall take effect and be fully enforceable immediately upon entry.

21. Waiver of Any Applicable Stay. Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h) is hereby waived and shall not apply to this Interim Order.

22. Headings. The headings in this Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Interim Order.

23. Final Hearing. The Final Hearing on the Motion pursuant to Bankruptcy Rule 4001(c)(2) is scheduled for _____, 2016, at ____:____ (ET) before this Court (the "**Final Hearing**"). The Debtors shall promptly mail copies of this Interim Order to the notice parties listed in the Motion, and to any other party that has filed a request for notices with the Court and to any Official Committee after the same has been appointed, or Official Committee counsel, if same shall have filed a request for notice. Any party-in-interest objecting to the relief sought at the Final Hearing shall serve and file written objections, which objections

shall be served upon (i) proposed co-counsel for the Debtors, Young Conaway, Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801: Attn.: Robert S. Brady and Sean T. Greecher; Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036: Attn: Brian E. Greer and Janet M. Doherty; (b) counsel for the Prepetition Secured Parties; and (c) David Geradi, Trial Attorney, United States Department of Justice, Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Room 2207, Lockbox 35, Wilmington, DE 19801, Fax: (302) 573-6497; and shall be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, in each case, to allow actual receipt of the foregoing no later than _____, 2016, at ____:____, prevailing Eastern time.

24. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

Dated: _____, 2016
Wilmington, Delaware

JUDGE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE