

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Court Appointment of Co-Agent for Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FINANZ ST. HONORE, B.V.		03/19/2019	Corporation: NETHERLANDS
RECEIVING PARTY DATA			
Name:	ANKURA TRUST COMPANY, LLC		
Street Address:	60 State Street		
Internal Address:	Suite 700		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	0425304	"AMBUSH"	
Registration Number:	0804836	BRITISH STERLING	
Registration Number:	0870209	BRITISH STERLING	
Registration Number:	1756000	CALIFORNIA FOR MEN	
Registration Number:	2722094	CALIFORNIA FOR WOMEN	
Registration Number:	0425306	"CANOE"	
Registration Number:	2666677		
Serial Number:	76550643	DANA	
Registration Number:	1626590	DANA	
Registration Number:	0535318	DANA	
Registration Number:	0841770	ENGLISH LEATHER	
Registration Number:	0846774		
Registration Number:	1728816	LOVE'S	
Registration Number:	1746723	LOVE'S BABY SOFT	
Serial Number:	78224663		
Registration Number:	2032286	NAVY	
Registration Number:	1639407		
Registration Number:	0426323	TABU	

CH \$565.00 0425304

Property Type	Number	Word Mark
Registration Number:	0816263	TOUJOURS MOI
Registration Number:	0414146	
Registration Number:	1569080	QUIK FIT
Registration Number:	2941060	RUNWAY

CORRESPONDENCE DATA

Fax Number: 2128225096
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Email: nbrowand@milbank.com
Correspondent Name: Milbank LLP
Address Line 1: 55 Hudson Yards
Address Line 2: Attn: Nathaniel T. Browand
Address Line 4: New York, NEW YORK 10001

ATTORNEY DOCKET NUMBER:	43919.00000
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	09/11/2019

Total Attachments: 14

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

)	Chapter 11
In re:)	
)	Case No. 18-10512 (CSS)
Zohar III, Corp., <i>et al.</i> , ¹)	
)	Jointly Administered
Debtors.)	
)	Docket Ref. No. 490

ORDER (I) AUTHORIZING THE APPOINTMENT OF ANKURA TRUST COMPANY, LLC AS NEW AGENT UNDER THE COURT-APPROVED SETTLEMENT AGREEMENT BY AND BETWEEN THE DEBTORS, LYNN TILTON, THE PATRIARCH STAKEHOLDERS, MBIA INSURANCE CORP., AND THE ZOHAR III CONTROLLING CLASS AND (II) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) for entry of an order pursuant to sections 105(a), 363 and 503(b) of the Bankruptcy Code, the Settlement Order, and paragraph 6 of the Settlement Agreement: (i) authorizing the appointment of Ankura Trust Company, LLC (“Ankura”) as New Agent in accordance with the terms of the Settlement Agreement and (ii) granting related relief; and an objection thereto having been filed, on January 14, 2019, by the Patriarch Stakeholders [D.I. 624] (the “Objection”); and a reply in support of the Motion and in response to the Objection having been filed, on February 1, 2019, by the Debtors [D.I. 640]; and statements in support of the Motion having been filed, on February 1, 2019, by the Zohar III Controlling Class [D.I. 641] and MBIA [D.I. 642], respectively; and a hearing to consider the Motion and all pleadings related thereto having been held before this Court on February 8, 2019; and the Court having entered findings of fact and conclusions of law with respect to the Motion and Objection

¹ The Debtors, and, where applicable, the last four digits of their taxpayer identification number are as follows: Zohar III, Corp. (9612), Zohar II 2005-1, Corp. (4059), Zohar CDO 2003-1, Corp. (3724), Zohar III, Limited (9261), Zohar II 2005-1, Limited (8297), and Zohar CDO 2003-1, Limited (5119). The Debtors’ address is 3 Times Square, c/o FTI Consulting, Inc., New York, NY 10036.

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the (a) New Agent Agreement or (b) to the extent not defined in the New Agent Agreement, the Motion.

at a telephonic hearing held on February 27, 2019 (the “Hearing”); 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 *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors’ estates, their creditors, and 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; for the reasons set forth on the record at the Hearing, it is hereby **ORDERED**:

1. The Motion is **GRANTED** as set forth herein.
2. Ankura’s appointment as New Agent under the Settlement Agreement and in accordance with the terms and conditions of the New Agent Agreement is hereby approved.
3. Each Credit Agreement is hereby deemed modified and amended to appoint Ankura, in its capacity as the New Agent, as the loan administrative agent or “Agent” thereunder on behalf of the Debtors that are lenders under such Credit Agreement (in their respective capacities as such), in accordance with the terms and provisions of this Order and the New Agent Agreement. The New Agent shall be entitled to reimbursement of its expenses, costs and fees in accordance with the Credit Agreements and the New Agent Agreement, including reasonable fees and expenses of legal counsel. In addition, the New Agent, its affiliates and their respective directors, officers, members, stockholders, partners, agents and employees (each, solely in their

respective capacities as such, an “Indemnified Party”, and collectively, the “Indemnified Parties”) shall be entitled to indemnification from each borrower in accordance with the terms of the Credit Agreements and the New Agent Agreement.

4. The New Agent is authorized to invoice each of the borrowers under the Credit Agreements for (a) the Annual Fees payable by borrowers under the New Agent Agreement and (b) the reimbursement of other fees, expenses, and costs incurred in connection with the New Agent’s services to the extent set forth in the applicable Credit Agreements. Subject to the requirements of paragraph 21 of this Order, such amounts shall be payable to the New Agent in accordance with the New Agent Agreement.

5. The Debtors are authorized to: (a) enter into and be bound by the New Agent Agreement, including, for the avoidance of doubt, the Fee Schedule; and (b) take any and all actions necessary to perform their obligations under the New Agent Agreement. The failure to describe specifically or include any particular provision of the New Agent Agreement in the Motion or this Order shall not diminish or impair the effectiveness of such provision.

6. Immediately upon the entry of this Order, the Debtors are authorized to pay the New Agent for the New Agent’s own account: (a) the Acceptance Fee; (b) the Annual Fees for Non-Performing Borrowers under the terms of the New Agent Agreement; and (c) all reasonable and documented costs of legal counsel to the New Agent incurred in connection with negotiating, documenting, executing and seeking the Court’s approval of the New Agent Agreement pursuant to paragraph 2(a) thereof. In addition to such fees and costs, the Debtors are authorized to pay all fees, expenses, costs and indemnities payable to the New Agent by the Debtors under the terms of the New Agent Agreement, without need for further order of this Court. For the avoidance of doubt, no person entitled to the payment of such fees, expenses,

costs or indemnities, or any portion thereof, shall be required to file an interim or final application with the Court as a condition precedent to the Debtors' obligation to pay such fees, expenses, costs or indemnities to such person.

7. Subject to paragraphs 21 and 23 hereof, the fees, expenses, costs and indemnities provided for or permitted by the New Agent Agreement shall be non-refundable, shall not be subject to reduction by way of setoff, recoupment or counterclaim, or any other challenge or claim, asserted against the New Agent or any other Indemnified Party, and shall, to the extent payable by the Debtors, constitute allowed administrative expense claims pursuant to section 503(b) of the Bankruptcy Code.

8. Nothing in the New Agent Agreement or this Order shall, or shall be interpreted to, limit the Debtors' right to seek payment or reimbursement or assert any claims, including, but not limited to, for any New Agent fees, expenses, costs, indemnities or amounts advanced under any Credit Agreement or the New Agent Agreement from any party other than the New Agent or any Indemnified Party, including any borrower or other lender under any Credit Agreement, subject to all defenses.

9. Pursuant to section 6 of the Settlement Agreement, PPAS, the Debtors, and the New Agent shall use commercially reasonable efforts to transition existing Zohar-related PPAS agent matters to the New Agent. Notwithstanding the designation of PPAS as a co-agent with the New Agent under any Credit Agreement, (a) the New Agent shall have the exclusive authority and right to act, or refrain from acting, with respect to any and all New Agent Matters pertaining to the Zohar Funds under the Credit Agreements, as modified and limited by the Settlement Agreement, in each case, without having to obtain the consent or direction of PPAS or any other co-agent designated under such Credit Agreements and without any duty or liability

to such co-agents or the lenders for whom such co-agents act, and (b) PPAS shall have the exclusive authority and right to act, or refrain from acting, with respect to any and all matters pertaining to the Patriarch Stakeholders and any third-parties under the Credit Agreements under which PPAS remains co-agent, as modified and limited by the Settlement Agreement, in each case, without having to obtain the consent or direction of the New Agent or any other co-agent designated under such Credit Agreements and without any duty or liability to such co-agents or the lenders for whom such co-agents act. The provisions of each Credit Agreement shall be deemed modified to the extent necessary to reflect and permit the co-agent arrangements contemplated by this paragraph 9.

10. Zohar II 2005-1, Corp. and Zohar II 2005-1, Limited (the "Zohar II Debtors") shall retain a claim against Zohar CDO 2003-1, Corp. and Zohar CDO 2003-1, Limited (the "Zohar I Debtors"), jointly and severally, for any amounts paid by the Zohar II Debtors on behalf of the Zohar I Debtors under or in connection with the New Agent Agreement.

11. Absent further approval of this Court, the terms of the New Agent Agreement shall not be amended or modified, and neither the Debtors nor the New Agent shall waive any rights thereunder, if such amendment, modification, or waiver would impose any additional liability or obligation on the Portfolio Companies. For the avoidance of doubt, the removal or reassignment of a Portfolio Company or Portfolio Companies under the borrower schedules to the New Agent Agreement is not intended as, and shall not be deemed to be, an amendment, modification, or waiver as contemplated in this paragraph 11.

12. To the extent that the Full Payment Date occurs and the New Agent's retention is terminated with respect to any Credit Agreement, (a) to the extent provided under, and subject to the terms of, the relevant Credit Agreement (i) the borrower under the Credit Agreement shall

reimburse Ankura for all fees, costs, and expenses relating to the transition of services to a subsequent administrative agent (including PPAS or any third-party agent) following the Full Payment Date, and (ii) any fees, costs, and expenses incurred by Ankura prior to the Full Payment Date (other than with respect to Debtor Directed Matters which are covered by clause (b) of this paragraph 12), as well as any indemnification obligations under the Credit Agreement, shall survive any such termination of Ankura's role as the New Agent, and (b) any fees, costs, and expenses incurred by Ankura with respect to any Debtor Directed Matter, as well as any indemnification obligations owed by the Debtors to Ankura in connection with the New Agent Agreement, shall survive any such termination of Ankura's role as the New Agent.

13. To the extent the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are vacated and modified to effectuate all of the terms and provisions of the New Agent Agreement and this Order.

14. The New Agent Agreement shall be modified to provide that New Agent agrees to maintain the confidentiality of the Information (as defined below), except that the New Agent may disclose Information (i) to its Related Parties and to any outside vendors providing services to Ankura in connection with its role as New Agent, and such outside vendor's Related Parties (it being understood that the Persons to whom such disclosures are made will be informed of the confidential nature of such Information and shall be instructed, and agree in writing, to keep such Information confidential in accordance with this paragraph 14; (ii) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (iii) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, (iv) to any other party to the New Agent Agreement and

their Related Parties, (v) in connection with the exercise of any remedies under the New Agent Agreement or under any Credit Agreement, (vi) on a confidential basis to any rating agency in connection with rating any borrower or guarantor under any of the Credit Agreements, (vii) with the consent of the Patriarch Stakeholders or any borrower under any Credit Agreement, or (viii) to the extent such Information (1) becomes publically available other than as a result of a violation of this paragraph 14 or (2) becomes available to the New Agent on a nonconfidential basis from a source other than the Patriarch Stakeholders or any borrower. For purposes of this paragraph 14:

- “Information” means all information received from the Patriarch Stakeholders or any borrower under the Credit Agreements relating to the borrower or any subsidiary or any of their respective businesses, other than any such information that is available to the New Agent on a nonconfidential basis prior to disclosure by the Patriarch Stakeholders or any borrower to the New Agent. Any Person required to maintain the confidentiality of such information as provided in this paragraph 14 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such information as such Person would accord to its own confidential information. In addition, the New Agent may disclose the existence of the New Agent Agreement and information about the New Agent Agreement to market data collectors, similar service providers to the lending industry and service providers to the New Agent.
- “Laws” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case whether or not having the force of law.
- “Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.
- “Related Parties” means, with respect to any Person, such Person’s directors, officers, employees, agents, trustees, administrators, managers, advisors, and representatives, solely to the extent such Related Party is assisting with any New Agent Matters or a Debtor Directed Matter.

15. The New Agent Agreement and the provisions of this Order, including all findings herein, shall be effective and binding upon all parties in interest in these Chapter 11 cases, including, without limitation, all creditors of any of the Debtors, any committee appointed in the these Chapter 11 cases, and the Debtors, and their respective successors and assigns (including any Chapter 7 or Chapter 11 trustee hereinafter appointed or elected for any of the Debtors, any examiner appointed pursuant to section 1104 of the Bankruptcy Code, a responsible person, officer, or any other party appointed as a legal representative or designee of any of the Debtors or with respect to the property of the estate of any of the Debtors) whether in these Chapter 11 cases, in any successor Chapter 11 or Chapter 7 cases (the “Successor Cases”), or upon any dismissal of any of these Chapter 11 cases or any Successor Case, and shall inure to the benefit of the New Agent, the Indemnified Parties, and the Debtors and their respective successors and assigns, unless otherwise ordered by the Court.

16. The New Agent Agreement shall be, and hereby is, modified to provide that the CRO shall have the right to deem any Non-Performing Inactive Borrower identified on Exhibit A-3 an Exhibit A-1 Performing Borrower or an Exhibit A-2 Non-Performing Borrower on ten (10) days’ written notice to Ankura (an “Activation Notice”). Unless Ankura declines such appointment in writing to the CRO within ten (10) days of receipt of such Activation Notice, Ankura shall be deemed the New Agent under the applicable Credit Agreement (a “New Agency Appointment”) at the conclusion of such period (or such earlier time if Ankura affirmatively accepts such appointment), and the Annual Fee provisions set forth in Exhibit B to the New Agent Agreement shall immediately apply to such appointment depending on whether such Non-Performing Inactive Borrower is designated by the CRO as an Exhibit A-1 Performing Borrower or an Exhibit A-2 Non-Performing Borrower; provided, that with respect to any New Agency

Appointment, the “Initial 12-month Period” shall mean the twelve month period commencing on the effective date of such New Agency Appointment.

17. Concurrent with the issuance of the Activation Notice to Ankura, the Debtors will provide such Activation Notice to counsel to MBIA, the Zohar III Controlling Class, U.S. Bank, as Indenture Trustee, the Patriarch Stakeholders and the affected borrower(s), and consult with any such party upon written request, without limiting or expanding any party’s right to seek relief from the Court with respect to such Activation Notice.

18. To the extent that any conflict exists between the terms of this Order and the Settlement Agreement, the Settlement Agreement shall control.

19. Notwithstanding anything to the contrary in any of the Credit Agreements, the New Agent shall be entitled to resign: (a) in accordance with the terms of the Credit Agreements; (b) upon the entry of any order (i) converting any of the Debtors’ Chapter 11 cases to a case under Chapter 7 of the Bankruptcy Code, (ii) dismissing any of the Debtors’ Chapter 11 cases or Successor Cases, or (iii) pursuant to which the Court abstains from hearing any of the Debtors’ Chapter 11 cases or Successor Cases; (c) upon the Debtors seeking any modification, stay, vacatur or amendment to this Order without the prior written consent of the New Agent; or (d) otherwise pursuant to a further order of the Court authorizing such resignation. To the extent the New Agent seeks to resign pursuant to clause (b) of the immediately preceding sentence, it may only do so after (x) providing ten (10) business days’ notice to counsel for the Debtors, MBIA, the Zohar III Controlling Class, US Bank, as Indenture Trustee, and the Patriarch Stakeholders, and (y) unless (i) such resignation is otherwise permitted under clauses (a) or (c) of the immediately preceding sentence or (ii) the Court has dismissed or otherwise has abstained from hearing the Debtors’ Chapter 11 Cases or Successor Cases, the Court enters an order authorizing

such resignation. In the event that the New Agent resigns for any reason, it shall use commercially reasonable efforts to transition its agency responsibilities to any subsequent agent appointed in accordance with the Settlement Agreement. In the event that any of the Debtors' Chapter 11 cases are converted to a case under Chapter 7 of the Bankruptcy Code, the Chapter 7 trustee's rights (if any) in such Chapter 7 case with respect to this paragraph 19 are hereby preserved.

20. The failure of the New Agent or any Indemnified Party to seek relief or otherwise exercise their rights and remedies under this Order, the New Agent Agreement, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the New Agent or any such Indemnified Party.

21. The Annual Fees for the Performing Borrowers shall be paid by such borrowers in accordance with the New Agent Agreement. Ankura's fees, expenses, and costs incurred in connection with the New Agent's services and/or any indemnities as set forth herein and in the New Agent Agreement and/or the applicable Credit Agreement (each, an "Invoiced Amount") shall be reimbursable by the borrowers under any applicable Credit Agreement to the extent set forth under such Credit Agreement. Notwithstanding anything to the contrary herein, in the New Agent Agreement, or in the applicable Credit Agreements, the New Agent shall remit an invoice with respect to such Invoiced Amount in writing (each, a "New Agent Invoice") directly to the applicable borrower under the relevant Credit Agreement (an "Invoiced Borrower"), and will provide a copy of such New Agent Invoice to the Debtors and to Patriarch Partners, LLC (or a person designated by Patriarch Partners, LLC pursuant to a written notice delivered to Ankura). The Invoiced Borrower shall have ten (10) calendar days from the date of receipt of a New Agent Invoice (the "Agent Payment Objection Period") to object to the payment of such

Invoiced Amount (any such objection, an “Agent Payment Objection”). Any such Agent Payment Objection must be made in writing, served upon counsel for the Debtors and Ankura prior to the expiration of the Agent Payment Objection Period, and provide the specific detail regarding the basis for the Agent Payment Objection, including the bases on which the objecting party believes any Invoiced Amount is not reasonable or not compensable under the terms of the applicable Credit Agreement. Any Invoiced Borrower shall be provided copies of invoices with sufficient detail (subject to the right of any professional to redact privileged, confidential or sensitive information) to assess the reasonableness of any Invoiced Amount. New Agent Invoices shall not be required to be maintained in any particular format or filed with the Court, and Ankura and its counsel submitting such New Agent Invoices shall not be required to file any interim or final fee applications with the Court or otherwise seek the Court’s approval of any such payments absent an Agent Payment Objection. In no event shall any detailed statements, invoices or other information relating to such invoices be discoverable by any party absent further order of the Court for good cause shown.

22. Notwithstanding anything to the contrary in this Order, the Debtors shall provide advanced written notice (which notice may be provided by email) of Ankura’s undertaking of any Debtor Director Matter to counsel for the Patriarch Stakeholders, MBIA, the Zohar III Noteholders, and U.S. Bank (collectively, the “Stakeholder Notice Parties”). Any such notice (an “Agent Services Notice”) shall describe the general scope of the Debtor Directed Matter(s) proposed to be undertaken by Ankura. The Stakeholder Notice Parties shall have ten (10) calendar days from the receipt of any Agent Services Notice (the “Agent Services Objection Period”) to raise any objections thereto (any such objection, an “Agent Services Objection”). Any such Agent Services Objection must be made in writing and served upon counsel for the

Debtors, Ankura, and the Stakeholder Notice Parties prior to the expiration of the Agent Services Objection Period.

23. Prior to the Debtors' payment of any amounts payable to Ankura or its counsel solely related to Debtor Directed Matters, counsel to the Debtors, the Office of the U.S. Trustee, and the Fee Examiner appointed in the Chapter 11 cases shall receive ten (10) business days' notice and an opportunity to object (a "Debtor Directed Matter Fee Objection") to the reasonableness of any fees and expenses related to such Debtor Directed Matters and shall be provided copies of invoices with sufficient detail (subject to the right of any professional to redact privileged, confidential or sensitive information and the right of counsel to the Debtors, the Office of the U.S. Trustee, and the Fee Examiner to object to such redaction) (a "Debtor Directed Matter Invoice") to assess the reasonableness of such fees and expenses. Within five (5) calendar days of the date payment is made to Ankura or its counsel related to Debtor Directed Matters, the Debtors shall provide written notice (a "Debtor Directed Matter Fee Payment Notice") to the respective counsel for the Stakeholder Notice Parties indicating the amount paid and the amount, if any, withheld pending objection by the Debtors, the U.S. Trustee or the Fee Examiner. In the event that a Stakeholder Notice Party believes that the amount paid to Ankura or its counsel is not reasonable, such Stakeholder Notice Party shall (a) promptly be entitled to a copy of the Debtor Directed Matter Invoice, and shall have the right to challenge any redactions (subject to all defenses) and (b) have ten (10) calendar days from the receipt of such Debtor Directed Matter Payment Notice to provide a written statement (a "Debtor Directed Matter Fee Stakeholder Response") to counsel to the Debtors and counsel to Ankura detailing the specific reasons for such belief.

24. In the event that any Agent Payment Objection, Agent Services Objection, Debtor Directed Matter Fee Objection, or Debtor Directed Matter Fee Stakeholder Response is timely raised, then the dispute shall expeditiously be submitted to the Court for a prompt determination at the Court's convenience. The dispute shall be submitted by a letter submission to chambers (which submission and any subsequent submissions shall not be filed on the docket) after which the Court will notify the parties concerning subsequent submissions and/or the scheduling of a determination on the dispute. Pending the resolution of any Agent Payment Objection or Debtor Directed Matter Fee Objection, any Invoiced Amounts or amounts set forth in any Debtor Directed Matter Invoice or Debtor Directed Matter Fee Payment Notice that are not specifically objected to shall be paid in accordance with the New Agent Agreement and this Order. Any Agent Payment Objection, Agent Services Objection, Debtor Directed Matter Fee Objection, or Debtor Directed Matter Fee Stakeholder Response and any and all pleadings in connection therewith that may be filed with the Court, shall be subject to the provisions of paragraph 14 of this Order, the Court's *Order Authorizing the Debtors to File Portions of Settlement Agreement and Related Motion Under Seal* [Docket No. 263], the Court's *Order Granting Motion of Ankura Trust Company, LLC for Entry of Order Directing Fee Schedule be Maintained Under Seal* [Docket No. 649], and any subsequent order of this Court regarding the protection or disclosure of confidential information.

25. Notwithstanding anything in the New Agent Agreement to the contrary, the New Agent shall not be required to perform any Debtor Directed Matter to the extent that (a) the New Agent declines to accept the Debtors' instruction to perform such Debtor Directed Matter (such acceptance not to be unreasonably withheld) by written notice (e-mail is sufficient) delivered to counsel for the Debtors and the Independent Director, or (b) the New Agent in good faith

believes that its performance of such Debtor Directed Matter would be inconsistent with the Settlement Agreement.

26. To the extent that any conflict exists between this Order and the terms of the New Agent Agreement, this Order shall control.

27. Any stay of this Order, otherwise required pursuant to Bankruptcy Rule 6004(h), is hereby waived and the terms and conditions of this Order shall be immediately effective and enforceable upon its entry by the Court.

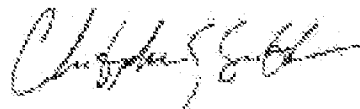
28. The Debtors are authorized to execute and deliver all instruments and documents, and take such other action as may be necessary or appropriate to implement and effectuate the transactions contemplated by this Order.

29. This Order constitutes a Final Order within the meaning of 28 U.S.C. § 158(a) and the provisions of this Order are non-severable and mutually dependent.

30. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

Dated: _____, 2019
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
CHIEF UNITED STATES BANKRUPTCY JUDGE



01:24183816.8

Dated: March 19th, 2019
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

RECORDED: 09/11/2019

TRADEMARK
REEL: 006742 FRAME: 0016