

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

In re:

GENERAL WIRELESS OPERATIONS INC.
DBA RADIOSHACK et al.,¹

Debtors.

Chapter 11

Case No. 17-[•] ()

Joint Administration Requested

MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS: (I) AUTHORIZING USE OF CASH COLLATERAL AND AFFORDING ADEQUATE PROTECTION; (II) MODIFYING AUTOMATIC STAY; AND (III) SCHEDULING FINAL HEARING, PURSUANT TO SECTIONS 105, 362, 363 AND 507 OF TITLE 11 OF THE UNITED STATES CODE, RULES 2002 AND 4001 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 4001-2 OF THE LOCAL RULES FOR THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

The above-captioned debtors and debtors in possession (collectively, the “Debtors” or the “Company”) move this Court pursuant to sections 105, 362, 363 and 507 of title 11 of the United States Code (the “Bankruptcy Code”); Rules 2002 and 4001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) for the entry of interim order, in substantially the form attached hereto as Exhibit A (the “Interim Order”): (I) authorizing the Debtors to use cash collateral and affording the Debtors’ senior lien creditors adequate protection; (II) modifying the automatic stay, and (III) scheduling a final hearing. In support of this motion, the Debtors respectfully represent as follows:

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s U.S. tax identification number are as follows: General Wireless Operations Inc. dba RadioShack (8040); General Wireless Holdings Inc. (4262); General Wireless Inc. (9245); General Wireless Customer Service Inc. (5813). The notice address for all of the Debtors is: 300 RadioShack Circle, Fort Worth, TX 76102-1964.

INTRODUCTION

As more fully described in this motion and in the declaration filed in support hereof, several factors have severely impacted the Debtors' financial condition and near-term liquidity, precipitating the commencement of these chapter 11 cases and requiring the Debtors to seek immediate use of the Debtors' cash collateral. The proposed order, which has the support of the Debtors' Senior Lien Creditors (as hereafter defined), will allow the Debtors to continue business operations while they attempt to close a substantial number of their stores, liquidate inventory and assets and pursue restructuring efforts, all in an effort to maximize the value of their estates for the benefit of creditors.

As a result, by this Motion the Debtors seek authorization to use cash collateral, provide adequate protection to the Senior Lien Creditors, and modify the automatic stay in support thereof; and request this Court to schedule a final hearing on a final order authorizing such relief.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. sections 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. This is a core proceeding pursuant to 28 U.S.C. section 157(b). The Debtors confirm their consent pursuant to Local Rule 9013-1(f) to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue for this matter is proper in this district pursuant to 28 U.S.C. sections 1408 and 1409.

3. The bases for the relief requested herein are sections 105, 362, 363 and 507 of the Bankruptcy Code, Rules 2002 and 4001 of the Bankruptcy Rules, and Local Rule 4001-2.

BACKGROUND

General Background

4. On the date hereof (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

5. 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. No trustee, examiner, or official committee of unsecured creditors has been appointed in the Debtors' cases.

6. An overview of the Debtors' history and businesses, a summary of the events leading to the commencement of these chapter 11 cases, and the facts supporting this Motion are set forth in the *Declaration of Dene Rogers in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein.

The Debtors' Prepetition Indebtedness

7. Senior Lien Facility. In connection with the Debtors' acquisition of the RS Legacy assets, GWO and General Wireless Holdings, Inc. ("Holdings") entered into that certain \$75,000,000 Credit Agreement dated as of July 2, 2015, among GWO, Holdings, Royal Bank of Canada, as Administrative Agent, Issuer and Collateral Agent ("RBC") and GACP Finance Co., LLC, as Term Loan Agent ("Great American") (collectively, the "Senior Lien Lenders"), which agreement was thereafter amended by amendments dated August 5, 2015; February 2, 2016; and September 14, 2016 (as thereby amended, the "Senior Lien Agreement"). Under the Senior Lien Agreement, certain Senior Lien Lenders have provided or committed to provide, among other things, revolving loans and term loans to GWO in amounts not to exceed \$50 million and \$30 million respectively.

8. Holdings is a guarantor of GWO's obligations pursuant to the Guaranty dated as of July 2, 2015, among GWO, Holdings and RBC.

9. Loans made pursuant to the Senior Lien Agreement are secured by the Collateral Documents (as such term is defined in the Senior Lien Agreement), which documents include a security agreement granting the Senior Lien Lenders a security interest in substantially all of GWO and Holdings' personal property assets and leasehold mortgages against twelve (12) of GWO's retail leases (the "Prepetition Collateral"). As of the date hereof, the outstanding aggregate principal amount of the Senior Lien Agreement term loans is approximately \$25,500,000.00, and the revolving loans were paid in full shortly before the Petition Date.

10. Junior Lien Facility and Intercreditor and Subordination Agreement. Soon after its incorporation, GWO obtained financing pursuant to that certain Revolving Credit Agreement, dated as of April 1, 2015, by and among GWO, as borrower, Holdings, and Standard General Master Fund L.P., as lender. That agreement was refinanced by that certain Junior Lien Credit Agreement dated as of February 2, 2016. The facility was thereafter expanded pursuant to the Amended and Restated Junior Lien Security Agreement dated as of May 6, 2016, among Holdings, GWO, Cortland Capital Market Services LLC (the "Junior Lien Agent") and Prisma Capital Partners LP (collectively, the "Junior Lien Lenders"), which agreement was amended by that Amendment No. 1 dated September 14, 2016 (as amended, the "Junior Lien Agreement").

11. Under the terms of the Junior Lien Agreement, certain of the Junior Lien Lenders have provided or committed to provide, among other things, revolving loans and term loans to GWO in amounts not to exceed \$50 million and \$38.3 million respectively.

12. Holdings is a guarantor of GWO's obligations pursuant to the Amended and Restated Junior Lien Guaranty dated as of May 6, 2016, among Holdings and the Junior Lien Agent.

13. Loans made pursuant to the Junior Lien Agreement are secured by the Collateral Documents (as such term is defined in the Junior Lien Agreement), which documents include a security agreement granting the Junior Lien Lenders a security interest in substantially all of GWO and Holdings' personal property assets and leasehold mortgages against twelve (12) of GWO's retail leases.

14. As of the date hereof, the outstanding aggregate principal amount of the Junior Lien Agreement term loans is approximately \$39,747,117.00, and the outstanding aggregate principal amount of the Junior Lien Agreement revolving loans is approximately \$55,402,104.00.

15. The rights of the Junior Lien Lenders are subordinated to those of the Senior Lien Lenders according to the terms of the Amended and Restated Intercreditor and Subordination Agreement dated February 2, 2016, as amended by that certain Amendment No. 1 dated as of May 6, 2016, by and between the Senior Lien Agent, the Junior Lien Agent, and Standard General Master Fund, LP (the "Intercreditor Agreement").

RELIEF REQUESTED

16. The Debtors request entry of an interim order, in substantially the form attached hereto as Exhibit A: (I) authorizing the Debtors to use cash collateral as such term is defined in Section 363 of the Bankruptcy Code (as so defined, "Cash Collateral") in accordance with the Budget (as defined in the Interim Order) and affording the Debtors' Senior Lien Creditors adequate protection; (II) modifying the automatic stay, and (III) scheduling a final hearing.

LOCAL RULE 4001-(2) DISCLOSURES

17. As required by Local Rule 4001-2, the Interim Order contains the following provisions that require disclosure.

- *Findings of Fact and Releases that Bind the Estate* (Local Rule 4001-2(a)(i)B). The Interim Order contains stipulations that bind the Debtors at Finding E with respect to amounts of indebtedness and related matters; and releases binding on their estates after a review period of 75 days from the entry of the Interim Order and 60 days after formation of the Creditors' Committee at Paragraph 18(b) and 22. This provision complies with the Local Rule.
- *506(c) Waiver* (Local Rule 4001-2(a)(i)C). A waiver of section 506(c) of the Bankruptcy Code is provided at Paragraph 21. Because the Senior Lien Lenders are agreeing to payment of the Debtors' expenses during the Budget Period (as defined in the Interim Order), the Debtors submit that this waiver is appropriate.
- *Liens on Avoidance Actions* (Local Rule 4001-2(a)(i)D). Paragraph 6(a) provides that the Senior Lien Lenders will have a lien on avoidance actions, but only to the extent of any diminution in value to their interests in their collateral and only upon the entry of a Final Order (as defined in the Interim Order). The Debtors submit that, because the lien is limited to diminution in value, it is appropriate and necessary to adequately protect the Senior Lien Lenders' interests.
- *Committee Treatment in Carve-Out* (Local Rule 4001-2(a)(i)F). The Carve-Out (defined below) provided for in Paragraph 5 applies to all professionals. This provision complies with the Local Rule.
- *"Equities of the Case Finding"* (Local Rule 4001-2(a)(i)H). Paragraph 14 contains a waiver of the "equities of the case" clause of section 552(b). The Debtors submit that

this waiver is appropriate in the context of the overall agreement, and in light of the nature of these cases (*i.e.*, liquidating collateral subject to the Senior Lien Lenders' security interests) there is little credible basis to apply the equities of the case exception here.

Material Terms of the Cash Collateral Use

18. The principal terms by which the Debtors propose to use Cash Collateral are as follows:²

Use of Cash Collateral <i>Interim Order, ¶ 2</i>	Upon authorization from the Court, the Debtors may use cash collateral which shall include the Debtors' cash and cash on deposit in any deposit account or securities account of the Debtors that is subject to perfected security interest in accordance with the terms of the Interim Order and Budget.
Carve-Out: <i>Interim Order, ¶ 8</i>	The Interim Order provides a Carve-Out for professional fees and expenses incurred in accordance with the Budget. Such Carve-Out includes a Post-Termination Date Professional Fee Carve Out in the amount of \$350,000.00.
Budget: <i>Interim Order, ¶ 3</i>	Cash Collateral may be used to operate the business of the Debtors to the extent permitted by the mutually agreed upon Budget which is appended as Exhibit 1 to the Interim Order. A Budget covenant restricts actual total disbursements from exceeding 110% of projected disbursements set forth in the Budget and requires that actual total receipts be no less than 90% of the projected receipts as set forth in the Budget.
Termination Events: <i>Interim Order, ¶ 4</i>	The Interim Order provides for standard termination events. Consent to the use of cash collateral is terminable on five (5) business days' notice.
Adequate Protection: <i>Interim Order, ¶ 6</i>	The Debtors have agreed to provide the Senior Lien Lenders with adequate protection in the form of replacement liens and a superpriority claim. In addition, the Debtors have also agreed to make mandatory paydowns on a weekly basis in accordance with the Budget subject to

² This summary is qualified, in its entirety by the provisions of the Senior Lien Agreement and the Interim Order. Unless otherwise set forth in this summary, capitalized terms used within this summary shall have the meanings ascribed to them in the Senior Lien Agreement and the Interim Order, as applicable.

	a 25% variance.
Section 506(c) Waiver: <i>Interim Order</i> , ¶ 21	Upon entry of a Final Order, no person will be permitted to surcharge the Collateral under section 506(c) of the Bankruptcy Code, nor shall any costs or expenses whatsoever be imposed against the Collateral, except for the Carve-Out.
Section 552(b): <i>Interim Order</i> , ¶ 14	Upon entry of a Final Order, the Senior Lien Lenders shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Senior Lien Lenders with respect to proceeds, product, offspring or profits of any of the Pre-Petition Collateral.
Stay Relief: <i>Interim Order</i> , ¶ 10	The Senior Lien Lenders shall be entitled to an expedited hearing in order to request relief from stay upon the occurrence of the Termination Date.
Expenses: <i>Interim Order</i> , ¶ 29	The Debtors shall pay the fees and expenses of the Senior Lien Lenders barring an objection.
Appointment of Liquidator: <i>Interim Order</i> , ¶ 8	The Debtors shall retain a nationally recognized liquidation company to assist in the marketing and sale of substantially all of the Debtors' assets.

BASIS FOR RELIEF REQUESTED

A. Use of Cash Collateral is Necessary to Preserve the Assets of the Debtors' Estates

19. The Debtors must immediately instill the Debtors' employees, customers, service providers, and potential bidders with confidence that these chapter 11 cases will not erode the Debtors' overall value. The Debtors believe that they must provide their various constituents with confidence in their ability to seamlessly transition their business into chapter 11, operate their business in that environment, sell their assets in a successful and expedient manner and pursue restructuring efforts. The Debtors' currently operate in excess of 1,500 stores. It is anticipated that more than 500 and up to substantially all of their stores will be closed, and restructuring efforts could be pursued which are strategically centered around a core group of

stores. Use of the Cash Collateral will provide the working capital necessary to allow the Debtors to accomplish the foregoing.

20. The success of these chapter 11 cases at the outset depends on the confidence of the Debtors' constituents, which in turn depends upon the Debtors' ability to minimize the disruption of the bankruptcy filings. Approval and implementation of the Interim Order will assure continued functioning of the Debtors and preserve the going concern value of their estates.

B. The Debtors Should Be Permitted to Use Cash Collateral and Provide Adequate Protection to the Senior Lien Creditors.

21. A debtor may use cash collateral if "each entity that has an interest in such cash collateral consents." Bankruptcy Code, §363(c)(2). Section 363(e) provides that, upon request of an entity that has an interest in property to be used by a debtor, the court shall prohibit or condition such use as necessary to provide adequate protection of such interest.

22. In consideration of their consent to the Debtors' use of Cash Collateral, the Debtors propose to provide the Senior Lien Lenders with adequate protection in accordance with section 361 of the Bankruptcy Code. To that end, the Debtors and the Senior Lien Lenders have negotiated, and the Debtors request that the Court approve as of the Petition Date, the adequate protection of the interests of the Senior Lien Lenders in the Prepetition Collateral described below.³

23. What constitutes adequate protection is decided on a case-by-case basis. *See Mosello*, 195 B.R. at 289; *In re Swedeland Dev. Group, Inc.*, 16 F.3d 552, 56 (3d Cir. 1994); *In*

³ The other parties with an interest in Cash Collateral, the Junior Lien Lenders, are deemed to have consented pursuant to the terms of the Intercreditor Agreement. The Junior Lien Lenders have confirmed that they have no objection to the relief sought by this motion and they reserve their rights to seek adequate protection upon the entry of a final order.

re Realty Southwest Assocs., 140 B.R. 360 (Bankr. S.D.N.Y. 1992); *In re Beker Indus. Corp.*, 58 B.R. 725 (Bankr. S.D.N.Y. 1986); *see also In re O'Connor*, 808 F.2d 1393, 1396 (10th Cir. 1987); *In re Martin*, 761 F.2d 472 (8th Cir. 1985). By adequate protection, the Code seeks to shield a secured creditor from diminution in the value of its interest in the particular collateral during the period of use. *See In re 495 Central Park Avenue Corp.*, 136 B.R. 626, 631 (Bankr. S.D.N.Y. 1992); *In re Beker Indus. Corp.*, 58 B.R. at 736; *In re Hubbard Power & Light*, 202 B.R. 680 (Bankr. E.D.N.Y. 1996).

24. Sections 361(2) and (3) of the Bankruptcy Code expressly describe replacement liens and administrative-claim status as appropriate forms of adequate protection. Thus, the provision of these forms of adequate protection is appropriate. Accordingly, the Debtors believe that the adequate protection described above is fair, reasonable, and sufficient to protect any diminution in the value of the Senior Lien Lenders' interests in the Prepetition Collateral during the period their collateral is used by the Debtors.

C. Modification of the Automatic Stay is Appropriate

25. Section 362 of the Bankruptcy Code provides for an automatic stay upon the filing of a bankruptcy petition. The postpetition financing contemplated herein, and in the Interim Order, requires a modification of the automatic stay to implement the terms of the Interim Order and the Senior Lien Agreement.

26. Stay modification provisions of this kind are ordinary and standard features of postpetition financing facilities and, in the Debtors' business judgment, are reasonable under the present circumstances. As noted above, the terms and conditions of the agreement regarding usage of the Cash Collateral, including the modification of the automatic stay described above, are fair and reasonable, and were negotiated extensively by well-represented parties in good faith and at arms' length. In these circumstances, and importantly, in light of the material benefits

afforded to the Debtors by this postpetition financing, the modification of the automatic stay is warranted.

D. Interim Approval Should Be Granted

27. The Debtors respectfully request entry of the Interim Order on an expedited basis in order to avoid the immediate and irreparable harm that would be suffered by the Debtors' estates if the Debtors did not obtain the financing needed to sustain the Debtors' business as a going concern pending the Final Hearing. The Debtors have an immediate need to use Cash Collateral to permit them, in addition to financing the administration of these chapter 11 cases, to (i) operate the Debtors' business; (ii) pay employee wages in the ordinary course; (iii) satisfy other working capital and operational needs; and (iv) finance the liquidation process, all of which are necessary to preserve the value of the Debtors' assets.

28. Without the use of Cash Collateral and the additional liquidity, the Debtors would not be able to meet their day-to-day operational needs. If unable to meet the day-to-day operational needs, the Debtors would have to halt their operations which would drastically erode their overall value. Therefore, the Debtors request approval of the proposed financing on an expedited basis due to the immediate and irreparable harm that would be suffered by the Debtors' estates if the Debtors are unable to obtain the financing needed to sustain its business.

29. Rule 4001(c) of the Bankruptcy Rules permits a court to approve a debtor's request for financing during the 14-day period following the filing of a motion requesting authorization to obtain postpetition financing "only to the extent necessary to avoid immediate and irreparable harm to the estate pending a final hearing." In examining requests under this rule, courts apply the same business-judgment standard as is applicable to other business decisions. *See, e.g., In re Ames Dept. Stores, Inc.*, 115 B.R. 34, 38 (Bankr. S.D.N.Y. 1990). After the 14-day period, the rule does not limit the request to those amounts necessary to avoid immediate and

irreparable harm, and a debtor can borrow those amounts it views as prudent to the operation of its business. *Id.* at 36.

30. The Debtors request that the Court conduct an expedited interim hearing on this motion and authorize the Debtors from and after the entry of the Interim Order until the Final Hearing to obtain postpetition financing under the terms described therein, which the Debtors shall use in accordance with the Budget to, among other things, provide working capital for the Debtors and pay expenses for their chapter 11 cases. This authority will allow the Debtors to maintain their operations and avoid immediate and irreparable harm and prejudice to their estates, and all parties-in-interest, pending the conclusion of the Final Hearing.

E. Request for Final Hearing

31. Pursuant to Rules 4001(b)(2) and 4001(c)(2) of the Bankruptcy Rules, the Debtors request that the Court set a date for the Final Hearing that is as soon as practicable but in no event later than twenty-one (21) days following the entry of the Interim Order, subject to the Court's availability. At the Final Hearing, the Debtors will request Court authority to use the Cash Collateral on a final basis.

32. The Debtors request authorization to serve a copy of the signed Interim Order, which fixes the time and date for the filing of objections, if any, by first class mail upon the Notice Parties (as hereafter defined). The Debtors request that the Court consider such notice of the Final Hearing to be sufficient notice under Rule 4001 of the Bankruptcy Rules.

REQUESTS FOR IMMEDIATE RELIEF AND WAIVER OF STAY

33. Pursuant to Rules 6003(b) and 6004(h) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Debtors seek (i) immediate entry of an order granting the relief sought herein and (ii) a waiver of any stay of the effectiveness of such an order. Bankruptcy Rule 6003(b) provides, in relevant part, that "[e]xcept to the extent that relief is

necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, grant relief regarding ... a motion to pay all or part of a claim that arose before the filing of the petition.” Accordingly, where the failure to grant any such requested relief would result in immediate and irreparable harm to the Debtors’ estates, the Court may allow the Debtors to pay all or part of a claim that arose before the Petition Date prior to the twenty-first day following the Petition Date. Bankruptcy Rule 6004(h) provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.”

34. As set forth above, the continued use of Cash Collateral is necessary to prevent immediate and irreparable damage to the Debtors’ operations. The Debtors submit that ample cause exists to justify (i) the immediate entry of an order granting the relief sought herein, and (ii) a waiver of the fourteen-day stay imposed by Bankruptcy Rule 6004(h).

NOTICE

35. Notice of this Motion shall be given to: (i) the office of the United States Trustee for the District of Delaware; (ii) those creditors holding the 30 largest unsecured claims on a consolidated basis against the Debtors’ estates; (iii) Royal Bank of Canada, in its capacity as administrative and collateral agent for certain senior secured lenders; (iv) GACP Finance Co., LLC; (v) Cortland Capital Market Services LLC, in its capacity as agent for certain junior secured lenders; and (vi) Standard General Master Fund L.P. (the “Notice Parties”). As this Motion is seeking “first day” relief, within two business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice need be provided.

NO PRIOR REQUEST

36. No prior request for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order, substantially in the form attached hereto as Exhibit A, and grant such other and further relief as may be appropriate.

Dated: March 8, 2017
Wilmington, Delaware

PEPPER HAMILTON LLP

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*Proposed Attorneys for Debtors
and Debtors-in-Possession*

Exhibit A

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

In re:

GENERAL WIRELESS OPERATIONS
INC. DBA RADIOSHACK et al.,¹

Debtors.

Chapter 11

Case No. 17-[•] (___)

Joint Administration Requested

**INTERIM ORDER (I) AUTHORIZING USE OF CASH COLLATERAL AND
AFFORDING ADEQUATE PROTECTION; (II) MODIFYING
AUTOMATIC STAY; AND (III) SCHEDULING A FINAL HEARING**

This matter coming before this Court on the above captioned Debtors' *Motion for Entry and Approval of Interim and Final Orders: (I) Authorizing Use of Cash Collateral and Affording Adequate Protection; (B) Modifying Automatic Stay; and (C) Scheduling Final Hearing, Pursuant to Sections 105, 362, 363 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002 and 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 4001-2 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules") (the "Motion")² at an interim hearing on March __, 2017 (the "Interim Hearing"), the Court has reviewed the Motion and the *Declaration of Dene Rogers in Support of Chapter 11 Petitions and First Day Motions* [D.I. __] (the "Declarant Declaration"). The Motion requests the entry of an interim order (this "Interim Order"):*

(a) authorizing the Debtors' use of Cash Collateral and granting adequate protection to the Senior Lien Creditors (as defined below) in respect of their rights under the Senior Loan

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's U.S. tax identification number are as follows: General Wireless Operations Inc. dba RadioShack (8040); General Wireless Holdings Inc. (4262); General Wireless Inc. (9245); and General Wireless Customer Service Inc. (5813). The notice address for all of the Debtors is: 300 RadioShack Circle, Fort Worth, TX 76102-1964.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

Credit Documents (as defined below) and interests in the Prepetition Collateral (as defined below) pursuant to Bankruptcy Code sections 105, 361, 362 and 363 with respect to any diminution in value of such rights and interests on and after the Petition Date;

(b) vacating and modifying the automatic stay arising under section 362 of the Bankruptcy Code in accordance with the provisions hereof to the extent necessary to implement and effectuate the terms and provisions of this Interim Order;

(c) scheduling a final hearing (the "Final Hearing") pursuant to Bankruptcy Rule 4001(b)(2) to be held before this Court to consider entry of an order authorizing and granting the relief requested in the Motion on a final basis (the "Final Order"); and

(d) granting certain related relief.

The Court having considered the Motion, the Declarant Declaration, the other filings and pleadings in the above-captioned consolidated chapter 11 cases (each individually a "Case" and collectively, the "Cases"), and the evidence submitted or adduced and the arguments of counsel made at the interim hearing held on March [·], 2017 (the "Interim Hearing"); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b)(c), and (d), and 9014; 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' remaining business; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING BY THE DEBTORS, INCLUDING THE SUBMISSIONS AND DECLARATIONS AND REPRESENTATIONS OF COUNSEL, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW³:

A. Petition Date. On March 8, 2017 (the “Petition Date”), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court” or this “Court”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

B. Jurisdiction and Venue. This Court has core jurisdiction over these Cases, this Motion and the parties and property affected hereby pursuant to 28 U.S.C. sections 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. sections 1408 and 1409. The statutory bases for the relief set forth in this Interim Order are sections 105, 361, 362, 363 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001 and Local Rule 4001-2.

C. Notice. Upon the record presented to the Court at the Interim Hearing, and under the exigent circumstances set forth therein, requisite notice of the Motion and the relief requested thereby and this Interim Order has been provided in accordance with Bankruptcy Rules 4001(b) and 4001(c)(1) to (a) the United States Trustee for the District of Delaware (the “U.S. Trustee”); (b) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) the Internal Revenue Service; (d) the Royal Bank of Canada in its capacity as Senior Lien Agent (as defined below); (e) Cortland Capital Market Services LLC in its capacity as Junior Lien Agent (as defined below);

³ The findings and conclusions set forth herein constitute the Bankruptcy Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

and (f) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002, which notice was appropriate under the circumstances and sufficient for this Motion, and the entry of the Interim Order; and no further notice of, or hearing on, the entry of this Interim Order is necessary or required.

D. Creditors' Committee. As of the date hereof, the U.S. Trustee has not appointed an official committee of unsecured creditors (a "Committee") in accordance with Bankruptcy Code section 1102.

E. The Debtors' Stipulations as to Existing Secured Debt. Subject only to the limitations contained in paragraph 18(b) of this Interim Order, the Debtors, for themselves, their estates and all representatives of such estates, admit, stipulate, acknowledge and agree (collectively, the "Debtors' Stipulations") as follows:

(i) Cash Collateral. Any and all cash of General Wireless Operations Inc. ("GW Operations") and General Wireless Holdings Inc. ("GW Holdings" and together with GW Operations, the "Financed Debtors"), including cash and other amounts on deposit or maintained in any account or accounts by either Financed Debtor and any amounts generated by the collection of accounts receivable, the sale of inventory, or other disposition of the Prepetition Collateral (as defined below) existing as of the Petition Date, and the proceeds of any of the foregoing is the cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral") of Senior Lien Agent, the other Senior Lien Creditors, Junior Lien Agent, and the other Junior Lien Creditors, each as defined below. For the avoidance of doubt, Cash Collateral includes any proceeds from the sale of inventory or any Collateral (as defined below). Pursuant to section 363(c)(2) of the Bankruptcy Code, Debtors are not able to use Cash Collateral without Senior Lien Agent's consent or this Court's authorization after notice and a

hearing. The Senior Lien Agent and Senior Lien Creditors are willing to consent to the Debtors' use of the Cash Collateral, expressly limited to, and conditioned upon, the terms and conditions specified in this Interim Order.

(ii) Senior Loan Facility. The Financed Debtors are parties to that certain Credit Agreement dated as of July 2, 2015 (as amended from time to time prior to the Petition Date, the "Senior Loan Agreement," and together with the other Loan Documents, as defined in the Senior Loan Agreement, the "Senior Loan Credit Documents"), by and among Royal Bank of Canada, in its capacity as Administrative Agent, Issuer and Collateral Agent ("Senior Lien Agent"), GACP Finance Co., LLC, in its capacity as Term Loan Agent ("Great American") and the Lenders and Issuers party thereto (collectively, the "Senior Lien Lenders" and together with Great American and Senior Lien Agent, the "Senior Lien Creditors"), which provides for a revolving credit facility in the maximum original principal amount of \$50,000,000 and a term loan facility in the maximum original principal amount of \$30,000,000. As of the Petition Date, the Financed Debtors, without defense, counterclaim, or offset of any kind, were jointly and severally indebted and liable to the Senior Lien Creditors under the Senior Loan Credit Documents in an aggregate principal amount not less than \$25,500,000, consisting of Term Loans (as defined in the Senior Lien Loan Agreement) in the aggregate principal amount of [•], Swing Loans (as defined in the Senior Lien Loan Agreement) in the aggregate principal amount of [•], Letters of Credit (as defined in the Senior Lien Loan Agreement) in the aggregate undrawn face amount of [•], and the Prepayment Fee (as defined in the Senior Loan Agreement), plus all interest accrued and accruing thereon, together with all costs, fees, expenses (including attorneys' fees and legal expenses) and all other Secured Obligations (as defined in the Senior

Loan Agreement) accrued, accruing or chargeable in respect thereof or in addition thereto (collectively, the “Senior Prepetition Obligations”).

(iii) Senior Security Agreement. In connection with the Senior Loan Agreement, the Financed Debtors entered into that certain Security Agreement, dated as of July 2, 2015 (as amended from time to time prior to the Petition Date, the “Senior Loan Security Agreement”), by and between the Financed Debtors, as Grantors, and the Senior Lien Agent, as agent for the Senior Lien Creditors. Pursuant to the Senior Loan Security Agreement and other Senior Loan Credit Documents, each Financed Debtor granted senior liens upon and security interests in substantially all of such Financed Debtor’s assets, other than Intellectual Property and the other Excluded Property (as each such term is defined in the Senior Loan Security Agreement) (the “Senior Prepetition Collateral”) to the Senior Lien Agent as security for the Secured Obligations (as defined in the Senior Loan Agreement) (the “Senior Prepetition Liens”).

(iv) Senior Prepetition Obligations. The Senior Prepetition Obligations and the Senior Loan Credit Documents constitute the legal, valid, binding and non-avoidable obligations and agreements of the Financed Debtors, enforceable in accordance with their terms. The Senior Prepetition Obligations constitute allowed claims under section 502 of the Bankruptcy Code. The Senior Prepetition Obligations, the Senior Prepetition Liens or and all payments made to either Senior Lien Agent, Great American or any of the other Senior Lien Creditors or applied to the Secured Obligations (as defined in the Senior Loan Agreement) owing under the Senior Loan Credit Documents prior to the Petition Date, are not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or “claim” (as defined in the Bankruptcy Code) of any kind, nature or description pursuant to the Bankruptcy Code or other applicable law.

(v) No Claims. The Debtors hold no valid or enforceable “claims” (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights of any kind against Senior Lien Agent, the Prepetition Collateral, Great American or any of the other Senior Lien Creditors. Each Debtor hereby forever waives and releases any and all “claims” (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against Senior Lien Agent, Great American, each of the other Senior Lien Creditors, each of their respective officers, directors, employees, agents, sub-agents, attorneys, consultants, advisors and affiliates and the Prepetition Collateral, whether arising at law or in equity, under tort (including lender liability) or contract, including recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law.

(vi) Senior Prepetition Lien. The Senior Prepetition Lien granted to the Senior Lien Agent and other Senior Lien Creditors in the Prepetition Collateral pursuant to and in connection with the Senior Loan Credit Documents, including, without limitation, all security agreements, pledge agreements, mortgages, deeds of trust, deposit account control agreements and other security documents executed by any of the Debtors in favor of the Senior Lien Agent and other Senior Lien Creditors, (A) are valid, binding, perfected, enforceable and non-avoidable first-priority liens and security interests in the Financed Debtors’ assets, (B) are not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or “claim” (as defined in the Bankruptcy Code) of any kind, (C) are subject and/or subordinate only to valid, perfected, and unavoidable senior priority liens and security interests existing as of the Petition Date securing valid, binding and unavoidable debt permitted under the Senior Loan Credit Documents (the

“Permitted Liens”), and (D) constitute the legal, valid, and binding obligation of the Financed Debtors, enforceable in accordance with the terms of the applicable Senior Loan Credit Documents.

(vii) Junior Loan Facility. The Financed Debtors are parties to that certain Second Amended and Restated Second Lien Credit Agreement, dated as of June 29, 2016 (as amended from time to time prior to the Petition Date, the “Junior Loan Agreement,” and together with each other Loan Document, as defined in the Junior Loan Agreement, the “Junior Loan Credit Documents”), by and among the Financed Debtors, Cortland Capital Market Services LLC (as successor agent to Standard General Master Fund L.P.) in its capacity as agent pursuant to the Junior Loan Documents (“Junior Lien Agent”) and the Lenders (as defined in the Junior Loan Agreement) from time to time party thereto (collectively, the “Junior Lien Lenders” and together with Junior Lien Agent, the “Junior Lien Creditors”), which provides for a revolving credit facility in the maximum original principal amount of \$50,000,000 and a term loan facility in the maximum original principal amount of \$38,300,000. As of the Petition Date, the Financed Debtors were jointly and severally indebted and liable to the Junior Lien Creditors under the Junior Lien Credit Documents in an aggregate principal amount not less than \$95,149,221, plus all interest accrued and accruing thereon, together with all costs, fees, expenses (including attorneys’ fees and legal expenses) and all other Obligations (as defined in the Junior Loan Agreement) accrued, accruing or chargeable in respect thereof or in addition thereto (collectively, the “Junior Prepetition Obligations”).

(viii) Junior Security Agreement. In connection with the Junior Loan Agreement, the Financed Debtors entered into that certain Amended and Restated Second Lien Security Agreement, dated as of May 6, 2016 (as amended from time to time prior to the Petition Date,

the “Junior Loan Security Agreement”), by and among the Financed Debtors, as Grantors, and the Junior Lien Agent, as agent for the Junior Lien Creditors. Pursuant to the Junior Loan Security Agreement, each Financed Debtor granted a security interest in substantially all of the Financed Debtors’ assets other than Intellectual Property and the other Excluded Property, as each such term is defined in the Junior Loan Security Agreement, (the “Junior Prepetition Collateral”, and together with the Senior Prepetition Collateral, the “Prepetition Collateral”).

(ix) Intercreditor Agreement. The Senior Lien Agent, Junior Lien Agent, and Financed Debtors are parties to that certain Amended and Restated Intercreditor and Subordination Agreement, dated as of February 2, 2016 (as amended from time to time prior to the Petition Date, the “Intercreditor Agreement”). The Intercreditor Agreement, among other things, (A) confirms the senior priority of the security interests of Senior Lien Agent and the Senior Lien Creditors in the assets and properties of the Financed Debtors (including the Prepetition Collateral) to the junior priority security interests of the Junior Lien Agent and the Junior Lien Creditors; (B) provides for the senior right of repayment of the Senior Debt (as defined in the Intercreditor Agreement) prior to any repayment of the Junior Debt (as defined in the Intercreditor Agreement), (C) provides that Junior Lien Creditors shall be deemed to have consented to the use of cash collateral by the Financed Debtors upon notice of the Senior Lien Agent’s consent to such use of cash collateral and (D) provides certain other rights and obligations between Senior Lien Creditors, on the one hand, and the Junior Lien Creditors, on the other hand, relating to the Prepetition Collateral. The Intercreditor Agreement is a “subordination agreement” within the meaning of Section 510(a) of the Bankruptcy Code.

F. Necessity for Relief Requested; Immediate and Irreparable Harm. The Debtors requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) on the terms

described herein. The Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maximize the value of the assets of each Debtor's bankruptcy estate (as defined under section 541 of the Bankruptcy Code, the "Estate") in order to maximize the recovery to all creditors of each Debtor's Estate, absent which immediate and irreparable harm will result to the Debtors, their Estates, and their creditors. 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 payroll and other operating expenses, or maintain their assets to the detriment of their Estates and creditors. Accordingly, the relief requested in the Motion and the terms herein are (i) critical to the Debtors' ability to maximize the value of the 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 and the Debtors' Estates, creditors, assets, goodwill, reputation, and employees.

G. Adequate Protection. The Senior Lien Creditors are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362 and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements and of the use of the Prepetition Collateral (including the Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of Cash Collateral. The Senior Lien Creditors reserve the right to seek additional adequate protection beyond the adequate protection provided in this Interim Order.

H. Section 506(c) and 552(b). In light of the Senior Lien Creditors' agreement to subordinate the Senior Lien Adequate Protection Superpriority Claim, the Senior Loan Replacement Lien, and the Senior Prepetition Lien on the Prepetition Collateral to the Carve Out,

each of the Senior Lien Creditors is entitled to the benefits of a waiver of the provisions of Section 506(c) of the Bankruptcy Code and any “equities of the case” claims under section 552(b) of the Bankruptcy Code, subject, in each case, to a Final Order granting such relief.

I. Good Cause. Good cause has been shown for immediate entry of this Interim Order, and the entry of this Interim Order is in the best interests of the Debtors, the Estates and creditors of the Debtors. Among other things, the relief granted herein will minimize disruption of the Debtors’ business and permit the Debtors to meet payroll and other expenses necessary to maximize the value of the Estates. 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.

J. Good Faith. The Debtors’ use of Cash Collateral in accordance with the terms hereof has been negotiated in good faith and at arms’ length among the Debtors, the Senior Lien Agent Great American, and the other Senior Lien Creditors, and the consent of the Senior Lien Agent Great American and the Senior Lien Creditors to the Debtors’ use of Cash Collateral in accordance with the terms hereof shall be deemed to have been made in “good faith.”

BASED UPON THE STIPULATED TERMS SET FORTH HEREIN, AND FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Motion Granted. The Motion is GRANTED to the extent provided herein on an interim basis. Any objection to the Motion to the extent not withdrawn, waived or resolved is hereby overruled.

2. Authorization to Use Cash Collateral. The Debtors are authorized to use the Cash Collateral solely in accordance with and to the extent set forth in (a) the Budget (as defined

below), (b) decretal paragraphs 3, 4, and (c) the other provisions of this Interim Order, on an interim basis during the period commencing on the date of this Interim Order through to the Termination Date (as defined below) (the “Cash Collateral Period”) and in an aggregate amount not to exceed at any time one hundred and ten percent (110%) of the aggregate amount of disbursements projected in the “Total Outflows” line item of the Budget (as defined below), as of the date of measurement (the “Cash Collateral Limit”).

3. Budget.

(a) The Debtors named in the Budget may use Cash Collateral during the Cash Collateral Period in an aggregate amount up to the Cash Collateral Limit, only to pay the amount and type of expenses set forth in each line item in the cash collateral budget attached as **Exhibit 1** hereto (as the same may be updated from time to time with the prior written consent of the Senior Lien Agent and Great American, the “Budget”), during the periods covered by the Budget in which such expenses are projected to be paid, subject to the Permitted Variance (as defined below).

(b) Not later than 3:00 p.m. (Eastern time) on the Tuesday of each week commencing on March 14, 2017, Debtors shall furnish to Senior Lien Agent and Great American a weekly report (the “Budget Compliance Report”) that sets forth as of the preceding Saturday of each such week, on a weekly basis from the Petition Date (each such period referred to herein as a “Measurement Period”), the actual results for each line item set forth in the Budget.

(c) Unless the Senior Lien Agent and Great American otherwise consent: (i) the actual results comprising “Total Inflows” as set forth in the Budget for any Measurement Period shall not be less than ninety percent (90%) of the amount projected in the “Total Inflows” line item of the Budget for such Measurement Period; (ii) the actual results comprising “Total

Outflows” as set forth in the Budget, shall not be more than one hundred and ten percent (110%) of the amount projected in the “Total Outflows” line item of the Budget for such Measurement Period; and (iii) the actual amount of inventory in any Measurement Period shall not be less than ninety percent (90%) of the amount projected in the “TOTAL (excluding consignment)” line item of the Budget (individually and collectively, the “Permitted Variance”).

4. Termination Date. Immediately upon the Senior Lien Agent providing written notice to the Debtors, the United States Trustee and, if appointed, any Committee of the occurrence of any event set forth in clauses (i) through (xvi) of this Section 4, the Debtors’ authorization to use Cash Collateral pursuant to this Interim Order shall terminate (the date of such notice by Senior Lien Agent, herein defined as the “Termination Date”): (i) the date of the Final Hearing; (ii) the entry of an order of this Court terminating the right of any Debtor to use Cash Collateral; (iii) the termination of Senior Lien Agent’s consent to the use of Cash Collateral, provided that Senior Lien Agent provide written notice to the Debtors, the United States Trustee and, if appointed, any Committee, of such termination of consent, which written notice shall be no less than five (5) business days prior to the effectiveness of such termination of Senior Lien Agent’s or other Senior Lien Creditors’ consent and which shall run simultaneously with the Stay Relief Notice Period (as defined below); (iv) the dismissal of any of the Cases or the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code; (v) the appointment in any of the Cases of a trustee or an examiner with expanded powers; (vi) the entry of any order of the Court that impairs in any way the security interests, liens, priority claims or rights granted to Senior Lien Agent under the terms of this Interim Order; (vii) this Interim Order shall cease, for any reason, to be in full force and effect, or the Debtors shall so assert in writing, or any liens or claims created in favor of Senior Lien Agent under this Interim Order shall cease

to be enforceable and of the same effect and priority purported to be created hereby, or the Debtors shall so assert in writing; (viii) any of the Debtors challenge or object to the extent, validity, enforceability, priority, perfection and/or non-avoidability of the Senior Prepetition Obligations or Senior Lien Agent's security interests in and liens upon the Collateral; (ix) an order of this Court shall be entered reversing, staying, vacating or otherwise modifying this Interim Order or any provision contained herein without the prior written consent of the Senior Lien Agent and Great American; (x) the actual amount of the line items "Total Inflows," "Total Outflows," or "TOTAL (excluding consignment)" in any Measurement Period is not within the Permitted Variance of the amount of such line item projected in the Budget for such Measurement Period, without, in each instance, the prior written consent of the Senior Lien Agent and Great American; (xi) any Debtor fails to pay in full the Senior Prepetition Obligations (including, without limitation the fees and expenses required to be paid pursuant to paragraph 29 of this Interim Order) on the dates and in the amounts set forth in the Budget or otherwise in accordance with the terms set forth in this Interim Order (including without limitation Section 6(c) below, without the prior written consent of the Senior Lien Agent and Great American; (xii) any misrepresentation by any Debtor in the financial reporting or certifications to be provided by the Debtors to Senior Lien Agent or Great American under the Senior Loan Credit Documents and/or this Interim Order; (xiii) any of the Debtors propose or support any plan of reorganization or sale of all or substantially all of any Debtor's assets or entry of any order confirming any such confirmation plan or sale that is not conditioned on the payment in full in cash, on the effective date of such plan or sale, of the Senior Loan Adequate Protection Superpriority Claim (as defined below); (xiv) the Debtors fail to provide any additional adequate protection ordered by the Court and such failure shall continue unremedied for more than 3 business days after written

notice thereof; (xv) any Liquidator appointed pursuant to Paragraph 8 shall resign or be terminated (in either case without appointment of a replacement Liquidator reasonably acceptable to the Senior Lien Agent and Great American on terms and conditions reasonably acceptable to the Senior Lien Agent and Great American), or shall fail to consult on the GOB Sales, without the prior written consent of the Senior Lien Agent and Great American; and (xvi) any Debtors' failure to perform, in any respect, any of its obligations under this Interim Order.

5. Carve-Out.

(a) As used in this Interim Order, the "Carve-Out" means the sum of: (i) all allowed administrative expenses pursuant to 28 U.S.C. § 156(c) for fees required to be paid to the Clerk of the Bankruptcy Court and pursuant to 28 U.S.C. § 1930(a)(6) for fees payable to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate, as determined by agreement of the U.S. Trustee or by final order of the Bankruptcy Court (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$5,000 incurred by a trustee under Section 726(b) of the Bankruptcy Code; and (iii) subject to the terms and conditions of this Interim Order, (x) all Allowed Professional Fees (as defined below) of the Debtors' attorneys, the Debtors' financial advisors and the professionals retained by the Debtors and any Committee(s), under § 327 or § 1103(a) of the Bankruptcy Code (collectively, the "Professionals"), less the amount of any fee retainers received by such Professionals (but only to the extent not otherwise applied), incurred prior to the Termination Date in an aggregate amount not to exceed the amount set forth in the Budget for the Professionals (the "Pre-Termination Date Professional Fee Carve-Out"), plus (y) all Allowed Professional Fees of Professionals, less the amount of any fee retainers received by any

Professionals (but only to the extent not otherwise applied), incurred after the Termination Date, in the aggregate amount not to exceed at any time \$350,000 (the “Post-Termination Date Professional Fee Carve Out”, and together with the Pre-Termination Date Professional Fee Carve-Out, collectively, the “Professional Fee Carve-Out”). For purposes of this Interim Order, the term “Allowed Professional Fees” shall mean the unpaid and outstanding reasonable fees and expenses of Professionals (i) actually incurred on or after the Petition Date and (ii) allowed at any time by a final order of the Court pursuant to §§ 326, 328, 330 or 331 of the Bankruptcy Code. The Senior Prepetition Lien, the Senior Replacement Lien, and the Senior Loan Adequate Protection Superpriority Claim, shall be subordinate to the Carve-Out solely to the extent set forth in this Interim Order. For the avoidance of doubt, nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described herein.

(b) Prior to the Termination Date, the Debtors are authorized to wire transfer funds, on a weekly basis, to Pepper Hamilton LLP Client Trust Account in the amount equal to, but not to exceed, the fees budgeted for the Professionals (the “Budgeted Professional Expenses”) in the total aggregate amount set forth in the “Debtor legal”, “Debtor financial advisor”, and “Committee professionals” line items of the Budget for each such week. None of the Senior Lien Agent, Great American or any of the other Senior Lien Creditors shall have any responsibility, liability or obligation whatsoever to ensure that the Debtors fund the Pepper Hamilton LLP Client Trust Account or that the Pepper Hamilton LLC Client Trust Account has funds equal to the aggregate amount Budgeted Professional Expenses for any applicable period. The Debtors may only fund the Pepper Hamilton LLP Client Trust Account prior to the Termination Date up to, but not to exceed, the amount of Budgeted Professional Expenses set

forth in the Budget for any week. The Debtors shall not fund or cause to fund the Pepper Hamilton LLP Client Trust Account on account of any upcoming week or weeks covered in the Budget for Budgeted Professional Expenses, and the Debtors shall not fund or cause to fund the Pepper Hamilton Client Trust Account for Budgeted Professional Expenses on account of prior weeks covered in the Budget that, for whatever reason, were not funded in accordance with the terms hereof (“Unfunded Pre-Termination Payments”); provided that, Debtors may fund any such Unfunded Pre-Termination Payments in an aggregate amount not to exceed that difference between (X) the aggregate amount of Budgeted Professional Expenses set forth in the Budget from the Petition Date through the Measurement Period in which any such Unfunded Pre-Termination Payments are funded, minus (Y) the aggregate amount of Budgeted Professional Expenses actually funded by Debtors through such date, so long as (i) Senior Lien Agent has not delivered an Enforcement Notice pursuant to Section 10(b), below, and (ii) the actual amount of Total Outflows does not exceed the Permitted Variance of the “Total Outflows” line item for the Measurement Period in which the funding of any Unfunded Pre-Termination Payments occurs, as determined both before and after giving effect to any such funding of the Unfunded Pre-Termination Payments. No Cash Collateral shall be transferred to or deposited into the Pepper Hamilton LLP Client Trust Account other than in accordance with the terms hereof. On and after the Termination Date, no funds of the Debtors (including Cash Collateral) shall be transferred or deposited into in the Pepper Hamilton LLP Client Trust Account.

6. Adequate Protection Liens, Superpriority Claims and Payments.

(a) Senior Replacement Liens. As adequate protection for the amount of diminution in value of its interests in the Prepetition Collateral, including, without limitation, the aggregate amount of Cash Collateral used by any Debtor, the imposition of the automatic stay

and any other act or omission which causes diminution in the value of its interests in the Prepetition Collateral (collectively, the “Diminution in Value”), the Senior Lien Agent is hereby granted, for the benefit of itself and the other Senior Lien Creditors, pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable and perfected replacement liens upon and security interests in all of each Debtor’s presently owned or hereafter acquired property and assets, whether such property and assets were acquired by such Debtor before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof (collectively, to the extent acquired after the Petition Date, the “Postpetition Collateral” and together with the Prepetition Collateral and the Cash Collateral, the “Collateral”) to the extent of any Diminution in Value (the “Senior Loan Replacement Lien”); provided, that the Senior Loan Replacement Lien shall attach to property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to Sections 542, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code only upon the entry of the Final Order granting such relief. The Senior Loan Replacement Lien shall be junior and subordinate only to (A) any Permitted Liens, (B) the Senior Prepetition Lien on the Prepetition Collateral, and (C) the Carve Out, and shall otherwise be senior to all other security interests in, liens on, or claims against any asset of a Debtor and all rights of payment of all other parties. Other than as set forth herein, the Senior Loan Replacement Lien shall not be made subject to or *pari passu* with any lien or with any lien or security interest previously or hereinafter granted in any of the Cases or any Successor Case. The Senior Loan Replacement Lien shall be valid, binding and enforceable against any trustee or other estate representative appointed in any Case, upon the conversion of any of the Cases to a case under chapter 7 of the

Bankruptcy Code (collectively, "Successor Cases") and/or upon the dismissal of any Case or Successor Case.

(b) Section 507(b) Priority Claims. As adequate protection for the Diminution in Value, the Senior Lien Agent is hereby granted, for the benefit of itself and the other Senior Lien Creditors, as and to the extent provided by Sections 503 and 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in the Cases and any successor bankruptcy case (the "Senior Loan Adequate Protection Superpriority Claim"). The Senior Loan Adequate Protection Superpriority Claim shall be subordinate to the Carve-Out solely to the extent set forth in this Interim Order, but otherwise shall have priority over all administrative expense claims, including administrative expenses of the kinds specified in or ordered pursuant to Sections 503(b) and 507(b) of the Bankruptcy Code, and unsecured claims against each Debtor and each Estate now existing or hereafter arising, of any kind or nature whatsoever.

(c) Mandatory Paydowns of Secured Obligations. For so long as the Secured Obligations remain outstanding and are not fully satisfied and paid in full on terms and conditions acceptable to Senior Lien Agent and Great American, Debtors shall make weekly mandatory payments to Senior Lien Agent, for the benefit of the Senior Lien Agent and the other Senior Lien Creditors, commencing on the date this Interim Order is entered, and on the Monday of each week thereafter, in the minimum amounts set forth in the Budget for permanent application against the Secured Obligations (as defined in the Senior Loan Agreement) in such order and manner as Senior Lien Agent may determine in its discretion and in accordance with the terms of the Senior Loan Credit Documents; provided, that (i) Debtors may defer payment in an amount not to exceed twenty-five percent (25%) of the minimum projected payment amount

set forth in the “First lien paydown” line item of the Budget for any given week to the week ending April 15, 2017, and (ii) Debtors shall make the indefeasible payment in full of all Secured Obligations (as defined in the Senior Loan Agreement), including without limitation all accrued interest calculated at the Default Rate (as defined in the Senior Loan Agreement), the Prepayment Fee (as defined in the Senior Loan Agreement) and all other fees and amounts, on or before April 15, 2017 in accordance with the terms and conditions of the Senior Loan Credit Agreements.

(d) Additional Payments from Sale of Collateral. Notwithstanding anything to the contrary set forth herein, in the Budget, or in any other order entered in these Cases, if the Senior Lien Agent and other Senior Lien Creditors have not received the indefeasible payment in full of all Secured Obligations (as defined in the Senior Loan Agreement) on or before April 8, 2017, then the Debtors shall pay to the Senior Lien Agent, for itself and the benefit of Great American and the other Senior Lien Creditors, all unpaid Secured Obligations (as defined in the Senior Loan Agreement) that are or which may become due and payable pursuant to the Senior Loan Agreement on or after April 8, 2017 from the net sale proceeds generated from any sales, dispositions, or proceeds of casualty insurance of all Collateral outside the ordinary course of Debtors’ businesses, including sales or dispositions of Collateral with respect to all “going out of business” sales and all other sales of Collateral pursuant to section 363 of the Bankruptcy Code until all Secured Obligations (as defined in the Senior Loan Agreement) are paid in full; provided that the consensual use of Cash Collateral in accordance with the terms of this Order or as otherwise agreed to by the Debtors, Senior Lien Agent, Great American, and, if appointed, the Committee is authorized by the Court at the time of any such payments. All of the Senior Lien Agent and the Senior Lien Creditors rights under the Senior Loan Credit Documents with regard

to the Secured Obligations and otherwise are expressly reserved and, by the Interim Order, preserved.

(e) Senior Lien Agent is hereby authorized to (i) continue to maintain Cash Collateral in an amount equal to one hundred and five percent (105%) of all Letter of Credit Obligations (as defined in the Senior Loan Agreement; and (ii) apply such Cash Collateral, or any portion thereof, immediately upon any draw on any Letter of Credit (as defined in the Senior Loan Agreement).

(f) Notwithstanding anything to the contrary set forth herein, the adequate protection granted by this Interim Order is without prejudice to the Senior Lien Agent's or Great American's right to seek additional adequate protections from this Court. The use of Cash Collateral pursuant to the terms and conditions this Interim Order and in accordance with the Budget shall not be deemed to be a consent by Senior Lien Agent, Great American or any other Senior Lien Creditor to any other or further use of Cash Collateral.

7. Insurance. At all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral on substantially the same basis as maintained prior to the Petition Date. The Debtors shall provide Senior Lien Agent and Great American with proof of the foregoing within five (5) days of written demand and give Senior Lien Agent and Great American reasonable access to Debtors' records in this regard.

8. Retention of Liquidator.

(a) Debtors shall retain within one (1) day of this Interim Order, and subject to the approval of the Court, a nationally-recognized liquidation company ("Liquidator") acceptable to Senior Lien Agent and Great American to assist the Debtors in conducting the marketing and sale process for all or substantially all of the assets of each of the Debtors,

including without limitation to advise and assist in the management and direction of the going out of business sales conducted at the Debtors' store locations in consultation with Senior Lien Agent ("GOB Sales").

(b) If the Senior Lien Agent delivers an Enforcement Notice to Debtors, then Debtors shall be entitled to seek the appointment of a Liquidator on terms and conditions acceptable to the Senior Lien Agent and Great American, and subject to the approval of the Court, to conduct the marketing and sale process for all or substantially all of the assets of each of the Debtors, including without limitation (a) to manage and direct all aspects of the GOB Sales; and (b) to develop bidding and auction procedures, in form and substance satisfactory to Senior Lien Agent and Great American, in connection with the sale or sales of all or substantially all of the Debtors' assets and properties that are not sold or otherwise disposed of through the GOB Sales. For the avoidance of doubt, if the Debtors or any third party opposes a request by the Senior Lien Agent or Great American to appoint a Liquidator pursuant to this Section 8(b), then such Debtor or third party shall bear the burden of proof to demonstrate why the Court should not grant such request for the appointment of a Liquidator.

9. Proof of Claim. Neither the Senior Lien Agent, Great American nor the Senior Lien Creditors will be required to file proofs of claim or requests for approval of administrative expenses in any Case or Successor Case. The acknowledgment by Debtors of the Senior Prepetition Obligations and the liens, rights, priorities and protections granted to or in favor of Senior Lien Agent and the other Senior Lien Creditors in respect of the Prepetition Collateral as set forth herein and in the Senior Loan Credit Documents shall be deemed a timely filed proof of claim on behalf of Senior Lien Agent and the other Senior Lien Creditors in each of the Cases.

10. Relief from the Automatic Stay.

(a) The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to permit (i) the Debtors to implement and perform the terms of this Interim Order, and (ii) the Debtors to create, and Senior Lien Agent to perfect, the Senior Loan Replacement Lien and other Liens granted hereunder. Senior Lien Agent shall not be required to file UCC financing statements or other instruments with any other filing authority to perfect the Liens, including the Senior Loan Replacement Lien, granted by this Interim Order or to take any other actions to perfect such Liens, which shall be deemed automatically perfected by the docketing of this Interim Order by the Clerk of the Court, and deemed to be effective as of the Petition Date. If, however, Senior Lien Agent shall elect for any reason to file, record or serve any such financing statements or other documents with respect to such Liens, then the Debtors shall execute same upon request and the filing, recording or service thereof (as the case may be) shall be deemed to have been made at the time of the commencement of this Case on the Petition Date.

(b) In addition, and without limiting the foregoing, upon the occurrence of the Termination Date, and after providing five (5) business days (the “Stay Relief Notice Period”) prior written notice (the “Enforcement Notice”) to (i) the Court, (ii) counsel for the Debtors, (iii) counsel for the Committee (if appointed), and (iv) the U.S. Trustee, the Senior Lien Agent and each of the other Senior Lien Creditors shall be entitled to take any action and exercise all rights and remedies against the Collateral provided under this Interim Order, the Senior Loan Documents or applicable law that Senior Lien Agent and/or any Senior Lien Creditor may deem appropriate in their sole discretion to proceed against and realize upon the Collateral or any other assets or properties of Debtors’ Estates upon which the Senior Lien Agent has been or may hereafter be granted liens or security interests to obtain the full and indefeasible repayment of all

Secured Obligations. For the avoidance of doubt, the Stay Relief Notice Period shall run simultaneously from the date that Senior Lien Agent or any other Senior Lien Creditor provides any notice to the Debtors, the U.S. Trustee, and , if appointed, the Committee that is required pursuant to Section 4 of this Interim Order.

(c) The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified without further notice, application or order of the Court to the extent necessary to permit Senior Lien Agent or Great American to perform any act authorized or permitted under or by virtue of this Interim Order, the Senior Loan Agreement or the other Senior Loan Documents, as applicable, including, without limitation, (i) to implement the arrangements allowing use of cash collateral authorized by this Interim Order, (ii) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the Collateral, (iii) to assess, charge, collect, advance, deduct and receive payments with respect to the Senior Prepetition Obligations, including, without limitation, all interests, fees, costs and expenses permitted under the Senior Loan Credit Documents and apply such payments to the Senior Prepetition Obligations, and (iv) immediately following the expiration of the Stay Relief Notice Period, to take any action and exercise all rights and remedies provided to it by this Interim Order, the Senior Loan Agreement, the other Senior Loan Credit Documents or applicable law. In addition, and without limiting the foregoing, upon the expiration of the Stay Relief Notice Period, the Senior Lien Agent shall be entitled to take any action and exercise all rights and remedies provided to it by this Interim Order, the Senior Loan Credit Documents or applicable law that Senior Lien Agent may deem appropriate in its discretion to proceed against and realize upon the Collateral or any other assets or properties of Debtors' Estates upon which the Senior Lien Agent, has been or may

hereafter be granted liens or security interests to obtain the full and indefeasible repayment of all Senior Prepetition Obligations.

11. Reversal, Modification, Vacatur, or Stay. Any reversal, modification, vacatur, or stay of any or all of the provisions of this Interim Order (other than in accordance with the Final Order) shall not affect the validity or enforceability of any Senior Loan Replacement Lien, the Senior Loan Adequate Protection Superpriority Claim or any claim, lien, security interest, or priority authorized or created hereby with respect to any Senior Loan Replacement Lien or the Senior Loan Adequate Protection Superpriority Claim, incurred prior to the effective date of such reversal, modification, vacatur, or stay. Notwithstanding any reversal, modification, vacatur, or stay (other than in accordance with the Final Order), (a) this Interim Order shall govern, in all respects, any use of Cash Collateral or Senior Loan Replacement Lien or Senior Loan Adequate Protection Superpriority Claim incurred by the Debtors prior to the effective date of such reversal, modification, vacatur, or stay, and (b) the Senior Lien Agent, Great American and each of the other Senior Lien Creditors shall be entitled to all the benefits and protections granted by this Interim Order with respect to any such use of Cash Collateral or such Senior Loan Replacement Lien or Senior Loan Adequate Protection Superpriority Claim incurred by the Debtors.

12. No Waiver for Failure to Seek Relief. The failure or delay of Senior Lien Agent or Great American to seek relief or otherwise exercise any of their rights and remedies under this Interim Order, the Senior Loan Agreement or the other Senior Loan Credit Documents, or applicable law, as the case may be, shall not constitute a waiver of any rights hereunder, thereunder, or otherwise, by Senior Lien Agent or any Senior Lien Creditor.

13. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to Senior Lien Agent or any Senior Lien Creditor hereunder is insufficient to compensate for any Diminution in Value during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by Senior Lien Agent or any Senior Lien Creditor, that the adequate protection granted herein does in fact adequately protect Senior Lien Agent or any Senior Lien Creditor against any diminution in value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

14. Marshalling. In no event shall Senior Lien Agent or any Senior Lien Creditor be subject to the equitable doctrine of “marshalling” or any similar doctrine with respect to the Collateral. Subject to the entry of a Final Order granting such relief, Senior Lien Agent and each of the Senior Lien Creditors shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to Senior Lien Agent or any of the Senior Lien Creditors with respect to proceeds, products, offspring or profits of any of the Collateral, as applicable.

15. Without limiting the rights of Senior Lien Agent and the Senior Lien Creditors contained in this Interim Order, Senior Lien Agent and Great American shall have the right, upon three (3) business days written notice to the Debtors, at any time during the Debtors’ normal business hours, to inspect, audit, examine, check, make copies of or extract from the non-privileged books, accounts, checks, orders, correspondence and other records of the Debtors, and to inspect, audit and monitor all or any part of the Collateral, and the Debtors shall make all of same reasonably available to Senior Lien Agent and Great American and each of their representatives, for such purposes.

16. The Cash Collateral shall not, directly or indirectly, be used to pay administrative expenses of the Debtors and or the Estates except for those operating expenses (including the statutorily required fees payable to the Office of the United States Trustee pursuant to 28 U.S.C. §1930 and any interest due thereon) that are set forth in the Budget or with the prior written consent of Senior Lien Agent and Great American. The Cash Collateral and the Carve Out may not be used: (a) in connection with or to finance in any way any action, suit, arbitration, proceeding, application, motion or other litigation of any type (i) for the payment of any services rendered by the professionals retained by any Debtor or Committee, or other representative of any estate, in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration or similar relief invalidating, setting aside, avoiding or subordinating, in whole or in part, any Senior Prepetition Liens or Senior Prepetition Obligations, (ii) for monetary, injunctive or other affirmative relief against the Senior Lien Creditors or any Prepetition Collateral, or (iii) preventing, hindering or otherwise delaying the exercise by the Senior Lien Creditors of any rights under this Interim Order; (b) objecting to or challenging in any way the claims, liens, or interests held by or on behalf of the Senior Lien Creditors; (c) asserting, commencing or prosecuting any claims or causes of action whatsoever, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against the Senior Lien Creditors or Senior Prepetition Liens; or (d) prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the Senior Prepetition Liens, the Senior Prepetition Obligations or any other rights or interest of the Senior Lien Creditors; provided, that up to an aggregate amount of \$15,000 of (x) the proceeds of the

Prepetition Collateral (including Cash Collateral) and (y) the Carve Out may be used by the Committee during the Challenge Period to investigate the claims and liens of the Senior Lien Creditors (and other potential claims, counterclaims, causes of action or defenses against the Senior Lien Creditors; *provided further* that any amounts incurred in excess of such amount need not be paid in order for any plan of reorganization in any of the Cases to satisfy the provisions of Section 1129(a)(9) of the Bankruptcy Code.

17. Binding Effect. This Interim Order shall be binding upon and inure to the benefit of Senior Lien Agent, Great American and each of the Senior Lien Creditors, the Debtors and their respective successors and assigns, including, without any limitation, any trustee, responsible officer, examiner, estate administrator or representative, or similar person appointed in a case for the Debtors under any chapter of the Bankruptcy Code. No rights are entered under this Interim Order for the benefit of any creditor of the Debtors, any other party in interest in the Cases, or any other person or entities, or any direct, indirect or incidental beneficiaries thereof.

18. Effect of Debtors' Stipulations on Third Parties.

(a) Subject to Paragraph 18(b) hereof, each stipulation, admission, and agreement contained in this Interim Order including, without limitation, the Debtors' Stipulations, shall be binding upon the Debtors, their Estates and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) under all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined herein) as of the date of the Petition Date.

(b) Nothing in this Interim Order shall prejudice the rights of any Committee or any other party in interest, if granted standing by the Court, to seek, solely in accordance with

the provisions of this Paragraph 18, to assert claims against either Senior Lien Agent or any other Senior Lien Creditor, on behalf of the Debtors or the Debtors' creditors or to otherwise challenge the Debtors' Stipulations, including, but not limited to those in relation to (i) the validity, extent, priority, or perfection of the security interests, and liens of the Senior Lien Agent or any other Senior Lien Creditor, (ii) the validity, allowance, priority, or amount of the Senior Prepetition Obligations, or (iii) any liability of either Senior Lien Agent or any other Senior Lien Creditor with respect to anything arising from the Senior Loan Credit Documents. Notwithstanding the immediately preceding sentence, any Committee or any other party in interest must, after obtaining standing approved by the Court, commence a contested matter or adversary proceeding raising such claim, objection, or challenge, including, without limitation, any claim or cause of action against either Senior Lien Agent or any other Senior Lien Creditor (each, a "Challenge") no later than (i) with respect to any Committee, the date that is sixty (60) days after the Committee's formation, (ii) with respect to other parties in interest, no later than the date that is seventy-five (75) days after the entry of this Interim Order, or (iii) with respect to any chapter 11 trustee appointed in the Cases, or any chapter 7 trustee appointed in any Successor Case, prior to the expiration of the periods set forth in subsections (i) and (ii) above, no later than the date that is the later of (A) fourteen (14) days after the appointment of such trustee or (B) the expiration of the time periods set forth in the foregoing subsections (i) and (ii) above (collectively, the "Challenge Period"). The Challenge Period may only be extended with the written consent of the applicable Senior Lien Agent or other Senior Lien Creditor prior to the expiration of the Challenge Period. Only those parties in interest who commence a Challenge within the Challenge Period may prosecute such Challenge. As to (x) any parties in interest, including any Committee, who fail to file a Challenge within the Challenge Period, or if any such Challenge is

filed and overruled or otherwise finally resolved or adjudicated in favor of Senior Lien Agent or any Senior Lien Creditor, or (y) any and all matters that are not expressly the subject of a timely Challenge: (1) any and all such Challenges by any party (including, without limitation, any Committee, any chapter 11 trustee, any examiner or any other estate representative appointed in the Debtors' Cases, or any chapter 7 trustee, any examiner or any other estate representative appointed in any Successor Case), shall be deemed to be forever waived and barred, (2) all of the findings, Debtors' Stipulations, waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to either Senior Lien Agent's and each other Senior Lien Creditor's claims, liens, and interests shall be of full force and effect and forever binding upon the Debtors' bankruptcy estates and all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases, and (3) any and all claims or causes of action against either Senior Lien Agent or any other Senior Lien Creditor, relating in any way to the Senior Loan Credit Documents, Senior Prepetition Obligations, and Senior Prepetition Liens shall be released by the Debtors' estates, all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases.

(c) Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Committee, standing or authority to pursue any cause of action belonging to the Debtors or their Estates, including, without limitation, any Challenge with respect to the Senior Loan Credit Documents or the Senior Prepetition Obligations.

19. Reporting. During the Cash Collateral Period, Debtors shall provide Senior Lien Agent with all financial and other information required under the Senior Loan Documents and this Interim Order, and such other information as Senior Lien Agent may from time to time reasonably request.

20. The terms and conditions of this Interim Order shall be (i) effective and immediately enforceable upon its entry by the Clerk of the Court notwithstanding any potential application of Fed. R. Bankr. P. 6004(g), 7062, 9014 or otherwise; and (ii) not be stayed absent (a) an application by a party in interest for such stay in conformance with such Fed. R. Bankr. P. 8005, and (b) a hearing upon notice to the Notice Parties.

21. Section 506(c) Claims. Subject to entry of the Final Order granting such relief, no costs or expenses of administration which have or may be incurred in the Cases shall be charged against Senior Lien Agent or any Senior Lien Creditor, their respective claims or the Collateral pursuant to section 506(c) of the Bankruptcy Code without the prior written consent of Senior Lien Agent and Senior Lien Creditors, and no such consent shall be implied from any other action, inaction or acquiescence by Senior Lien Agent or Senior Lien Creditor.

22. Releases. Upon the earlier of (a) the entry of the Final Order, or (b) the entry of an order extending the Cash Collateral Period, and in each instance, subject to paragraph 18 (b) above, in consideration of Senior Lien Agent and Senior Lien Creditors permitting the Debtors to use the Pre-Petition Collateral (including Cash Collateral) pursuant to the provisions of this Interim Order, each Debtor, on behalf of itself and its successors and assigns, (collectively, the “Releasors”), shall, forever release, discharge and acquit each of Senior Lien Agent and Senior Lien Creditors and its respective successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees and other representatives in its respective capacities as such (collectively, the “Pre-Petition Releasees”) of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every kind, nature and description, including, without limitation, any so-called “lender liability” claims or defenses, that Releasors had, have or

hereafter can or may have against Pre-Petition Releasees as of the date hereof, in respect of events that occurred on or prior to the date hereof in connection with the Debtors, the Senior Loan Credit Documents, or the Secured Obligations (as defined in the Senior Loan Agreement).

23. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) confirming any plan of reorganization in any of the Cases, (b) converting any of the Cases to a case under chapter 7 of the Bankruptcy Code, (c) dismissing any of the Cases or Successor Cases, or (d) pursuant to which this Court abstains from hearing any of the Cases or Successor Cases. The terms and provisions of this Interim Order, as well as the Senior Loan Adequate Protection Superpriority Claim, the Senior Loan Replacement Lien and all other claims and Liens granted by this Interim Order, shall (a) continue in this or any other superseding case under the Bankruptcy Code; (b) be valid and binding on all parties in interest, including, without limitation, any Committee, chapter 11 trustee, examiner or chapter 7 trustee, and (c) continue, notwithstanding any dismissal of any Case or Successor Case (and any such order of dismissal shall so provide), and such claims and Liens shall maintain their priority as provided by this Interim Order until the Secured Obligations (as defined in the Senior Loan Agreement) are satisfied in full.

24. Discharge Waiver. Subject to the entry of the Final Order, the Debtors expressly stipulate, and the Court finds and adjudicates that, neither the Senior Lien Adequate Protection Superpriority Claim or the Senior Loan Replacement Lien shall be discharged by the entry of an order confirming any plan of reorganization, notwithstanding section 1142(d) of the Bankruptcy Code, unless (i) the order is entered with the prior written consent of the Senior Lien Agent or (ii) the Senior Lien Adequate Protection Superpriority Claim has been paid in full in cash on or before the effective date of such plan.

25. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the Senior Lien Agent's or any Senior Lien Creditor's right to seek any other relief in respect of the Debtors (including the right to seek additional adequate protection); (b) the Senior Lien Creditors' right to seek the payment by the Debtors of post-petition interest pursuant to section 506(b) of the Bankruptcy Code; (c) any rights of the Senior Lien Agent or any Senior Lien Creditor under the Bankruptcy Code or under non-bankruptcy law, including the right to (i) request modification of the automatic stay pursuant to section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases or Successor Cases, conversion of any of the Cases to cases under chapter 7 of the Bankruptcy Code, or appointment of a chapter 11 trustee or an examiner (with or without expanded powers), (iii) propose a chapter 11 plan or plans of reorganization, subject to section 1121 of the Bankruptcy Code, or (iv) consent in writing prior to the sale of all or any portion of the Collateral outside the ordinary course the Debtors' business (and no such consent shall be implied or construed by any action or inaction by any Senior Lien Agent, Great American or any other Senior Lien Creditor. Other than as expressly set forth in this Interim Order, any other rights claims or privileges (whether legal, equitable or otherwise) of the Senior Lien Agent and the Senior Lien Creditors are preserved.

26. Payment of Compensation. Nothing herein or in the Budget shall be construed as consent to the allowance of any professional fees or expenses of any Case Professionals or shall affect the right of any party to object to the allowance or payment of such fees and expenses. None of the Senior Lien Creditors shall be responsible for the funding, direct payment or reimbursement of any fees or expenses of any Case Professionals incurred in connection with the Cases or any Successor Cases. Nothing in this Interim Order or otherwise shall be construed to

obligate the Senior Lien Creditors in any way to pay compensation to or reimburse expenses of any Case Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

27. All proceeds of the Collateral received by the Senior Lien Agent or Great American, and any other amounts or payments received by Senior Lien Agent (and after Senior Lien Agent has been paid in full, by Great American) in respect of the Senior Prepetition Obligations, may be applied or deemed to be applied by the Senior Lien Agent (and after Senior Lien Agent has been paid in full, by Great American), in such manner and priority as Senior Lien Agent (and after Senior Lien Agent has been paid in full, by Great American) may determine in its discretion, all in accordance with the Senior Loan Credit Documents and this Interim Order. Without limiting the generality of the foregoing, the Debtor is authorized without further order of this Court to pay or reimburse Senior Lien Agent and Great American for future costs and expenses, including, without limitation, all professional fees, consultant fees and legal fees and expenses paid or incurred by Senior Lien Agent or Great American in connection with the financing transactions as provided in this Interim Order and the Senior Loan Credit Documents, all of which shall be and are included as part of the principal amount of the Secured Obligations and secured by the Collateral.

28. Payment and Review of Lender Fees and Expenses. Debtors shall pay all fees and expenses under the Senior Loan Credit Documents, including, without limitation, the non-refundable payment to Senior Lien Agent and Great American of the reasonable attorney fees and expenses and any other professional fees and expenses whether incurred before or after the Petition Date and whether incurred in connection with the Senior Loan Credit Documents, the Collateral, or the Cases; provided, that Debtors shall pay all such reasonable fees and expenses

within ten (10) business days of delivery of a statement or invoice for such fees and expenses (it being understood that such statements or invoices shall not be required to be maintained in any particular format, nor shall any such counsel or other professional be required to file any interim or final fee applications with the Court or otherwise seek Court's approval of any such payments) to the Debtors, the U.S. Trustee and the Committee (if one is appointed), unless, within such ten (10) business day period, the Debtors, the U.S. Trustee or the Committee (if one is appointed) serve a written objection upon the requesting party, in which case, the Debtors shall pay only such amounts that are not the subject of any objection and the withheld amount subsequently agreed by the objecting parties or ordered by the Court to be paid.

29. Cash Management. Immediately upon the entry of this Interim Order, the Debtors and Senior Lien Agent shall terminate any cash sweep of the Debtors' operating account(s) with Bank of America or, if applicable, Citizens Bank, National Association pursuant to the terms of the Senior Loan Credit Documents. Senior Lien Agent shall provide any necessary notice to Bank of America and, if applicable Citizens Bank, National Association, of its direction to terminate the cash sweep of Debtors' operating accounts upon entry of this Interim Order. To the extent that any cash is swept from the Debtors' account(s) prior to such termination becoming effective or notwithstanding such termination, the Senior Lien Agent agrees that it shall promptly remit such cash to the Debtors' operating account with Bank of America for use by the Debtors in accordance with the Budget.

30. Final Hearing. A hearing on the Debtors' request for a Final Order approving the Motion is scheduled for _____, 2017, at __: __ .m. (prevailing Eastern time) before this Court. Within three (3) business days after entry of this Interim Order, the Debtors shall serve, or cause to be served, by first class mail or other appropriate method of service, a copy of the

Motion (to the extent the Motion was not previously served on a party) and this Interim Order on (i) the Notice Parties, and (ii) counsel to any Committee. Any responses or objections to the Motion shall be made in writing, conform to the applicable Bankruptcy Rules and Local Rules, be filed with the Bankruptcy Court, set forth the name of the objecting party, the basis for the objection, and the specific grounds therefor, and be served so as to be actually received no later than _____, 2017, at 4:00 p.m. (prevailing Eastern time) by the following parties: (i) counsel for the Debtors: Jones Day, 77 West Wacker Drive, Chicago, IL 60601, Attn: Mark A. Cody, Esq.; Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Scott J. Greenberg, Esq.; and Pepper Hamilton, Hercules Plaza, Suite 5100, 1313 N Market St, Wilmington, DE 19801, Attn: David Fournier, Esq.; (ii) counsel for the Senior Lien Agent: Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn: Daniel F. Fiorillo, Esq. and Chad B. Simon, Esq. (iii) counsel for Great American: Paul Hastings, LLP, 200 Park Avenue New York, NY 10166, Attn: Andrew V. Tenzer, Esq. and Michael Comerford Esq.; (iv) counsel to be selected by the Creditors' Committee upon its formation if selected by such date; and (v) the Office of the U.S. Trustee for the District of Delaware; 844 King Street, Room 2207, Wilmington, DE 19801.

31. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Interim Order in accordance with its terms and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Interim Order.

Wilmington, Delaware
Dated: March ____, 2017

UNITED STATES BANKRUPTCY JUDGE

(v) No Claims. The Debtors hold no valid or enforceable “claims” (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights of any kind against Senior Lien Agent, the Prepetition Collateral, Great American or any of the other Senior Lien Creditors. Each Debtor hereby forever waives and releases any and all “claims” (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against Senior Lien Agent, Great American, each of the other Senior Lien Creditors, each of their respective officers, directors, employees, agents, sub-agents, attorneys, consultants, advisors and affiliates and the Prepetition Collateral, whether arising at law or in equity, under tort (including lender liability) or contract, including recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law.

(vi) Senior Prepetition Lien. The Senior Prepetition Lien granted to the Senior Lien Agent and other Senior Lien Creditors in the Prepetition Collateral pursuant to and in connection with the Senior Loan Credit Documents, including, without limitation, all security agreements, pledge agreements, mortgages, deeds of trust, deposit account control agreements and other security documents executed by any of the Debtors in favor of the Senior Lien Agent and other Senior Lien Creditors, (A) are valid, binding, perfected, enforceable and non-avoidable first-priority liens and security interests in the Financed Debtors’ assets, (B) are not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or “claim” (as defined in the Bankruptcy Code) of any kind, (C) are subject and/or subordinate only to valid, perfected, and unavoidable senior priority liens and security interests existing as of the Petition Date securing valid, binding and unavoidable debt permitted under the Senior Loan Credit Documents (the

“Permitted Liens”), and (D) constitute the legal, valid, and binding obligation of the Financed Debtors, enforceable in accordance with the terms of the applicable Senior Loan Credit Documents.

(vii) Junior Loan Facility. The Financed Debtors are parties to that certain Second Amended and Restated Second Lien Credit Agreement, dated as of June 29, 2016 (as amended from time to time prior to the Petition Date, the “Junior Loan Agreement,” and together with each other Loan Document, as defined in the Junior Loan Agreement, the “Junior Loan Credit Documents”), by and among the Financed Debtors, Cortland Capital Market Services LLC (as successor agent to Standard General Master Fund L.P.) in its capacity as agent pursuant to the Junior Loan Documents (“Junior Lien Agent”) and the Lenders (as defined in the Junior Loan Agreement) from time to time party thereto (collectively, the “Junior Lien Lenders” and together with Junior Lien Agent, the “Junior Lien Creditors”), which provides for a revolving credit facility in the maximum original principal amount of \$50,000,000 and a term loan facility in the maximum original principal amount of \$38,300,000. As of the Petition Date, the Financed Debtors were jointly and severally indebted and liable to the Junior Lien Creditors under the Junior Lien Credit Documents in an aggregate principal amount not less than \$95,149,221, plus all interest accrued and accruing thereon, together with all costs, fees, expenses (including attorneys’ fees and legal expenses) and all other Obligations (as defined in the Junior Loan Agreement) accrued, accruing or chargeable in respect thereof or in addition thereto (collectively, the “Junior Prepetition Obligations”).

(viii) Junior Security Agreement. In connection with the Junior Loan Agreement, the Financed Debtors entered into that certain Amended and Restated Second Lien Security Agreement, dated as of May 6, 2016 (as amended from time to time prior to the Petition Date,

the “Junior Loan Security Agreement”), by and among the Financed Debtors, as Grantors, and the Junior Lien Agent, as agent for the Junior Lien Creditors. Pursuant to the Junior Loan Security Agreement, each Financed Debtor granted a security interest in substantially all of the Financed Debtors’ assets other than Intellectual Property and the other Excluded Property, as each such term is defined in the Junior Loan Security Agreement, (the “Junior Prepetition Collateral”, and together with the Senior Prepetition Collateral, the “Prepetition Collateral”).

(ix) Intercreditor Agreement. The Senior Lien Agent, Junior Lien Agent, and Financed Debtors are parties to that certain Amended and Restated Intercreditor and Subordination Agreement, dated as of February 2, 2016 (as amended from time to time prior to the Petition Date, the “Intercreditor Agreement”). The Intercreditor Agreement, among other things, (A) confirms the senior priority of the security interests of Senior Lien Agent and the Senior Lien Creditors in the assets and properties of the Financed Debtors (including the Prepetition Collateral) to the junior priority security interests of the Junior Lien Agent and the Junior Lien Creditors; (B) provides for the senior right of repayment of the Senior Debt (as defined in the Intercreditor Agreement) prior to any repayment of the Junior Debt (as defined in the Intercreditor Agreement), (C) provides that Junior Lien Creditors shall be deemed to have consented to the use of cash collateral by the Financed Debtors upon notice of the Senior Lien Agent’s consent to such use of cash collateral and (D) provides certain other rights and obligations between Senior Lien Creditors, on the one hand, and the Junior Lien Creditors, on the other hand, relating to the Prepetition Collateral. The Intercreditor Agreement is a “subordination agreement” within the meaning of Section 510(a) of the Bankruptcy Code.

F. Necessity for Relief Requested; Immediate and Irreparable Harm. The Debtors requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) on the terms

described herein. The Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maximize the value of the assets of each Debtor's bankruptcy estate (as defined under section 541 of the Bankruptcy Code, the "Estate") in order to maximize the recovery to all creditors of each Debtor's Estate, absent which immediate and irreparable harm will result to the Debtors, their Estates, and their creditors. 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 payroll and other operating expenses, or maintain their assets to the detriment of their Estates and creditors. Accordingly, the relief requested in the Motion and the terms herein are (i) critical to the Debtors' ability to maximize the value of the 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 and the Debtors' Estates, creditors, assets, goodwill, reputation, and employees.

G. Adequate Protection. The Senior Lien Creditors are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362 and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements and of the use of the Prepetition Collateral (including the Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of Cash Collateral. The Senior Lien Creditors reserve the right to seek additional adequate protection beyond the adequate protection provided in this Interim Order.

H. Section 506(c) and 552(b). In light of the Senior Lien Creditors' agreement to subordinate the Senior Lien Adequate Protection Superpriority Claim, the Senior Loan Replacement Lien, and the Senior Prepetition Lien on the Prepetition Collateral to the Carve Out,

each of the Senior Lien Creditors is entitled to the benefits of a waiver of the provisions of Section 506(c) of the Bankruptcy Code and any “equities of the case” claims under section 552(b) of the Bankruptcy Code, subject, in each case, to a Final Order granting such relief.

I. Good Cause. Good cause has been shown for immediate entry of this Interim Order, and the entry of this Interim Order is in the best interests of the Debtors, the Estates and creditors of the Debtors. Among other things, the relief granted herein will minimize disruption of the Debtors’ business and permit the Debtors to meet payroll and other expenses necessary to maximize the value of the Estates. 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.

J. Good Faith. The Debtors’ use of Cash Collateral in accordance with the terms hereof has been negotiated in good faith and at arms’ length among the Debtors, the Senior Lien Agent Great American, and the other Senior Lien Creditors, and the consent of the Senior Lien Agent Great American and the Senior Lien Creditors to the Debtors’ use of Cash Collateral in accordance with the terms hereof shall be deemed to have been made in “good faith.”

BASED UPON THE STIPULATED TERMS SET FORTH HEREIN, AND FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Motion Granted. The Motion is GRANTED to the extent provided herein on an interim basis. Any objection to the Motion to the extent not withdrawn, waived or resolved is hereby overruled.

2. Authorization to Use Cash Collateral. The Debtors are authorized to use the Cash Collateral solely in accordance with and to the extent set forth in (a) the Budget (as defined

below), (b) decretal paragraphs 3, 4, and (c) the other provisions of this Interim Order, on an interim basis during the period commencing on the date of this Interim Order through to the Termination Date (as defined below) (the “Cash Collateral Period”) and in an aggregate amount not to exceed at any time one hundred and ten percent (110%) of the aggregate amount of disbursements projected in the “Total Outflows” line item of the Budget (as defined below), as of the date of measurement (the “Cash Collateral Limit”).

3. Budget.

(a) The Debtors named in the Budget may use Cash Collateral during the Cash Collateral Period in an aggregate amount up to the Cash Collateral Limit, only to pay the amount and type of expenses set forth in each line item in the cash collateral budget attached as **Exhibit 1** hereto (as the same may be updated from time to time with the prior written consent of the Senior Lien Agent and Great American, the “Budget”), during the periods covered by the Budget in which such expenses are projected to be paid, subject to the Permitted Variance (as defined below).

(b) Not later than 3:00 p.m. (Eastern time) on the Tuesday of each week commencing on March 14, 2017, Debtors shall furnish to Senior Lien Agent and Great American a weekly report (the “Budget Compliance Report”) that sets forth as of the preceding Saturday of each such week, on a weekly basis from the Petition Date (each such period referred to herein as a “Measurement Period”), the actual results for each line item set forth in the Budget.

(c) Unless the Senior Lien Agent and Great American otherwise consent: (i) the actual results comprising “Total Inflows” as set forth in the Budget for any Measurement Period shall not be less than ninety percent (90%) of the amount projected in the “Total Inflows” line item of the Budget for such Measurement Period; (ii) the actual results comprising “Total

Outflows” as set forth in the Budget, shall not be more than one hundred and ten percent (110%) of the amount projected in the “Total Outflows” line item of the Budget for such Measurement Period; and (iii) the actual amount of inventory in any Measurement Period shall not be less than ninety percent (90%) of the amount projected in the “TOTAL (excluding consignment)” line item of the Budget (individually and collectively, the “Permitted Variance”).

4. Termination Date. Immediately upon the Senior Lien Agent providing written notice to the Debtors, the United States Trustee and, if appointed, any Committee of the occurrence of any event set forth in clauses (i) through (xvi) of this Section 4, the Debtors’ authorization to use Cash Collateral pursuant to this Interim Order shall terminate (the date of such notice by Senior Lien Agent, herein defined as the “Termination Date”): (i) the date of the Final Hearing; (ii) the entry of an order of this Court terminating the right of any Debtor to use Cash Collateral; (iii) the termination of Senior Lien Agent’s consent to the use of Cash Collateral, provided that Senior Lien Agent provide written notice to the Debtors, the United States Trustee and, if appointed, any Committee, of such termination of consent, which written notice shall be no less than five (5) business days prior to the effectiveness of such termination of Senior Lien Agent’s or other Senior Lien Creditors’ consent and which shall run simultaneously with the Stay Relief Notice Period (as defined below); (iv) the dismissal of any of the Cases or the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code; (v) the appointment in any of the Cases of a trustee or an examiner with expanded powers; (vi) the entry of any order of the Court that impairs in any way the security interests, liens, priority claims or rights granted to Senior Lien Agent under the terms of this Interim Order; (vii) this Interim Order shall cease, for any reason, to be in full force and effect, or the Debtors shall so assert in writing, or any liens or claims created in favor of Senior Lien Agent under this Interim Order shall cease

to be enforceable and of the same effect and priority purported to be created hereby, or the Debtors shall so assert in writing; (viii) any of the Debtors challenge or object to the extent, validity, enforceability, priority, perfection and/or non-avoidability of the Senior Prepetition Obligations or Senior Lien Agent's security interests in and liens upon the Collateral; (ix) an order of this Court shall be entered reversing, staying, vacating or otherwise modifying this Interim Order or any provision contained herein without the prior written consent of the Senior Lien Agent and Great American; (x) the actual amount of the line items "Total Inflows," "Total Outflows," or "TOTAL (excluding consignment)" in any Measurement Period is not within the Permitted Variance of the amount of such line item projected in the Budget for such Measurement Period, without, in each instance, the prior written consent of the Senior Lien Agent and Great American; (xi) any Debtor fails to pay in full the Senior Prepetition Obligations (including, without limitation the fees and expenses required to be paid pursuant to paragraph 29 of this Interim Order) on the dates and in the amounts set forth in the Budget or otherwise in accordance with the terms set forth in this Interim Order (including without limitation Section 6(c) below, without the prior written consent of the Senior Lien Agent and Great American; (xii) any misrepresentation by any Debtor in the financial reporting or certifications to be provided by the Debtors to Senior Lien Agent or Great American under the Senior Loan Credit Documents and/or this Interim Order; (xiii) any of the Debtors propose or support any plan of reorganization or sale of all or substantially all of any Debtor's assets or entry of any order confirming any such confirmation plan or sale that is not conditioned on the payment in full in cash, on the effective date of such plan or sale, of the Senior Loan Adequate Protection Superpriority Claim (as defined below); (xiv) the Debtors fail to provide any additional adequate protection ordered by the Court and such failure shall continue unremedied for more than 3 business days after written

notice thereof; (xv) any Liquidator appointed pursuant to Paragraph 8 shall resign or be terminated (in either case without appointment of a replacement Liquidator reasonably acceptable to the Senior Lien Agent and Great American on terms and conditions reasonably acceptable to the Senior Lien Agent and Great American), or shall fail to consult on the GOB Sales, without the prior written consent of the Senior Lien Agent and Great American; and (xvi) any Debtors' failure to perform, in any respect, any of its obligations under this Interim Order.

5. Carve-Out.

(a) As used in this Interim Order, the "Carve-Out" means the sum of: (i) all allowed administrative expenses pursuant to 28 U.S.C. § 156(c) for fees required to be paid to the Clerk of the Bankruptcy Court and pursuant to 28 U.S.C. § 1930(a)(6) for fees payable to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate, as determined by agreement of the U.S. Trustee or by final order of the Bankruptcy Court (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$5,000 incurred by a trustee under Section 726(b) of the Bankruptcy Code; and (iii) subject to the terms and conditions of this Interim Order, (x) all Allowed Professional Fees (as defined below) of the Debtors' attorneys, the Debtors' financial advisors and the professionals retained by the Debtors and any Committee(s), under § 327 or § 1103(a) of the Bankruptcy Code (collectively, the "Professionals"), less the amount of any fee retainers received by such Professionals (but only to the extent not otherwise applied), incurred prior to the Termination Date in an aggregate amount not to exceed the amount set forth in the Budget for the Professionals (the "Pre-Termination Date Professional Fee Carve-Out"), plus (y) all Allowed Professional Fees of Professionals, less the amount of any fee retainers received by any

Professionals (but only to the extent not otherwise applied), incurred after the Termination Date, in the aggregate amount not to exceed at any time \$350,000 (the “Post-Termination Date Professional Fee Carve Out”, and together with the Pre-Termination Date Professional Fee Carve-Out, collectively, the “Professional Fee Carve-Out”). For purposes of this Interim Order, the term “Allowed Professional Fees” shall mean the unpaid and outstanding reasonable fees and expenses of Professionals (i) actually incurred on or after the Petition Date and (ii) allowed at any time by a final order of the Court pursuant to §§ 326, 328, 330 or 331 of the Bankruptcy Code. The Senior Prepetition Lien, the Senior Replacement Lien, and the Senior Loan Adequate Protection Superpriority Claim, shall be subordinate to the Carve-Out solely to the extent set forth in this Interim Order. For the avoidance of doubt, nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described herein.

(b) Prior to the Termination Date, the Debtors are authorized to wire transfer funds, on a weekly basis, to Pepper Hamilton LLP Client Trust Account in the amount equal to, but not to exceed, the fees budgeted for the Professionals (the “Budgeted Professional Expenses”) in the total aggregate amount set forth in the “Debtor legal”, “Debtor financial advisor”, and “Committee professionals” line items of the Budget for each such week. None of the Senior Lien Agent, Great American or any of the other Senior Lien Creditors shall have any responsibility, liability or obligation whatsoever to ensure that the Debtors fund the Pepper Hamilton LLP Client Trust Account or that the Pepper Hamilton LLC Client Trust Account has funds equal to the aggregate amount Budgeted Professional Expenses for any applicable period. The Debtors may only fund the Pepper Hamilton LLP Client Trust Account prior to the Termination Date up to, but not to exceed, the amount of Budgeted Professional Expenses set

forth in the Budget for any week. The Debtors shall not fund or cause to fund the Pepper Hamilton LLP Client Trust Account on account of any upcoming week or weeks covered in the Budget for Budgeted Professional Expenses, and the Debtors shall not fund or cause to fund the Pepper Hamilton Client Trust Account for Budgeted Professional Expenses on account of prior weeks covered in the Budget that, for whatever reason, were not funded in accordance with the terms hereof (“Unfunded Pre-Termination Payments”); provided that, Debtors may fund any such Unfunded Pre-Termination Payments in an aggregate amount not to exceed that difference between (X) the aggregate amount of Budgeted Professional Expenses set forth in the Budget from the Petition Date through the Measurement Period in which any such Unfunded Pre-Termination Payments are funded, minus (Y) the aggregate amount of Budgeted Professional Expenses actually funded by Debtors through such date, so long as (i) Senior Lien Agent has not delivered an Enforcement Notice pursuant to Section 10(b), below, and (ii) the actual amount of Total Outflows does not exceed the Permitted Variance of the “Total Outflows” line item for the Measurement Period in which the funding of any Unfunded Pre-Termination Payments occurs, as determined both before and after giving effect to any such funding of the Unfunded Pre-Termination Payments. No Cash Collateral shall be transferred to or deposited into the Pepper Hamilton LLP Client Trust Account other than in accordance with the terms hereof. On and after the Termination Date, no funds of the Debtors (including Cash Collateral) shall be transferred or deposited into in the Pepper Hamilton LLP Client Trust Account.

6. Adequate Protection Liens, Superpriority Claims and Payments.

(a) Senior Replacement Liens. As adequate protection for the amount of diminution in value of its interests in the Prepetition Collateral, including, without limitation, the aggregate amount of Cash Collateral used by any Debtor, the imposition of the automatic stay

and any other act or omission which causes diminution in the value of its interests in the Prepetition Collateral (collectively, the “Diminution in Value”), the Senior Lien Agent is hereby granted, for the benefit of itself and the other Senior Lien Creditors, pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable and perfected replacement liens upon and security interests in all of each Debtor’s presently owned or hereafter acquired property and assets, whether such property and assets were acquired by such Debtor before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof (collectively, to the extent acquired after the Petition Date, the “Postpetition Collateral” and together with the Prepetition Collateral and the Cash Collateral, the “Collateral”) to the extent of any Diminution in Value (the “Senior Loan Replacement Lien”); provided, that the Senior Loan Replacement Lien shall attach to property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to Sections 542, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code only upon the entry of the Final Order granting such relief. The Senior Loan Replacement Lien shall be junior and subordinate only to (A) any Permitted Liens, (B) the Senior Prepetition Lien on the Prepetition Collateral, and (C) the Carve Out, and shall otherwise be senior to all other security interests in, liens on, or claims against any asset of a Debtor and all rights of payment of all other parties. Other than as set forth herein, the Senior Loan Replacement Lien shall not be made subject to or *pari passu* with any lien or with any lien or security interest previously or hereinafter granted in any of the Cases or any Successor Case. The Senior Loan Replacement Lien shall be valid, binding and enforceable against any trustee or other estate representative appointed in any Case, upon the conversion of any of the Cases to a case under chapter 7 of the

Bankruptcy Code (collectively, "Successor Cases") and/or upon the dismissal of any Case or Successor Case.

(b) Section 507(b) Priority Claims. As adequate protection for the Diminution in Value, the Senior Lien Agent is hereby granted, for the benefit of itself and the other Senior Lien Creditors, as and to the extent provided by Sections 503 and 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in the Cases and any successor bankruptcy case (the "Senior Loan Adequate Protection Superpriority Claim"). The Senior Loan Adequate Protection Superpriority Claim shall be subordinate to the Carve-Out solely to the extent set forth in this Interim Order, but otherwise shall have priority over all administrative expense claims, including administrative expenses of the kinds specified in or ordered pursuant to Sections 503(b) and 507(b) of the Bankruptcy Code, and unsecured claims against each Debtor and each Estate now existing or hereafter arising, of any kind or nature whatsoever.

(c) Mandatory Paydowns of Secured Obligations. For so long as the Secured Obligations remain outstanding and are not fully satisfied and paid in full on terms and conditions acceptable to Senior Lien Agent and Great American, Debtors shall make weekly mandatory payments to Senior Lien Agent, for the benefit of the Senior Lien Agent and the other Senior Lien Creditors, commencing on the date this Interim Order is entered, and on the Monday of each week thereafter, in the minimum amounts set forth in the Budget for permanent application against the Secured Obligations (as defined in the Senior Loan Agreement) in such order and manner as Senior Lien Agent may determine in its discretion and in accordance with the terms of the Senior Loan Credit Documents; provided, that (i) Debtors may defer payment in an amount not to exceed twenty-five percent (25%) of the minimum projected payment amount

set forth in the “First lien paydown” line item of the Budget for any given week to the week ending April 15, 2017, and (ii) Debtors shall make the indefeasible payment in full of all Secured Obligations (as defined in the Senior Loan Agreement), including without limitation all accrued interest calculated at the Default Rate (as defined in the Senior Loan Agreement), the Prepayment Fee (as defined in the Senior Loan Agreement) and all other fees and amounts, on or before April 15, 2017 in accordance with the terms and conditions of the Senior Loan Credit Agreements.

(d) Additional Payments from Sale of Collateral. Notwithstanding anything to the contrary set forth herein, in the Budget, or in any other order entered in these Cases, if the Senior Lien Agent and other Senior Lien Creditors have not received the indefeasible payment in full of all Secured Obligations (as defined in the Senior Loan Agreement) on or before April 8, 2017, then the Debtors shall pay to the Senior Lien Agent, for itself and the benefit of Great American and the other Senior Lien Creditors, all unpaid Secured Obligations (as defined in the Senior Loan Agreement) that are or which may become due and payable pursuant to the Senior Loan Agreement on or after April 8, 2017 from the net sale proceeds generated from any sales, dispositions, or proceeds of casualty insurance of all Collateral outside the ordinary course of Debtors’ businesses, including sales or dispositions of Collateral with respect to all “going out of business” sales and all other sales of Collateral pursuant to section 363 of the Bankruptcy Code until all Secured Obligations (as defined in the Senior Loan Agreement) are paid in full; provided that the consensual use of Cash Collateral in accordance with the terms of this Order or as otherwise agreed to by the Debtors, Senior Lien Agent, Great American, and, if appointed, the Committee is authorized by the Court at the time of any such payments. All of the Senior Lien Agent and the Senior Lien Creditors rights under the Senior Loan Credit Documents with regard

to the Secured Obligations and otherwise are expressly reserved and, by the Interim Order, preserved.

(e) Senior Lien Agent is hereby authorized to (i) continue to maintain Cash Collateral in an amount equal to one hundred and five percent (105%) of all Letter of Credit Obligations (as defined in the Senior Loan Agreement; and (ii) apply such Cash Collateral, or any portion thereof, immediately upon any draw on any Letter of Credit (as defined in the Senior Loan Agreement).

(f) Notwithstanding anything to the contrary set forth herein, the adequate protection granted by this Interim Order is without prejudice to the Senior Lien Agent's or Great American's right to seek additional adequate protections from this Court. The use of Cash Collateral pursuant to the terms and conditions this Interim Order and in accordance with the Budget shall not be deemed to be a consent by Senior Lien Agent, Great American or any other Senior Lien Creditor to any other or further use of Cash Collateral.

7. Insurance. At all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral on substantially the same basis as maintained prior to the Petition Date. The Debtors shall provide Senior Lien Agent and Great American with proof of the foregoing within five (5) days of written demand and give Senior Lien Agent and Great American reasonable access to Debtors' records in this regard.

8. Retention of Liquidator.

(a) Debtors shall retain within one (1) day of this Interim Order, and subject to the approval of the Court, a nationally-recognized liquidation company ("Liquidator") acceptable to Senior Lien Agent and Great American to assist the Debtors in conducting the marketing and sale process for all or substantially all of the assets of each of the Debtors,

including without limitation to advise and assist in the management and direction of the going out of business sales conducted at the Debtors' store locations in consultation with Senior Lien Agent ("GOB Sales").

(b) If the Senior Lien Agent delivers an Enforcement Notice to Debtors, then Debtors shall be entitled to seek the appointment of a Liquidator on terms and conditions acceptable to the Senior Lien Agent and Great American, and subject to the approval of the Court, to conduct the marketing and sale process for all or substantially all of the assets of each of the Debtors, including without limitation (a) to manage and direct all aspects of the GOB Sales; and (b) to develop bidding and auction procedures, in form and substance satisfactory to Senior Lien Agent and Great American, in connection with the sale or sales of all or substantially all of the Debtors' assets and properties that are not sold or otherwise disposed of through the GOB Sales. For the avoidance of doubt, if the Debtors or any third party opposes a request by the Senior Lien Agent or Great American to appoint a Liquidator pursuant to this Section 8(b), then such Debtor or third party shall bear the burden of proof to demonstrate why the Court should not grant such request for the appointment of a Liquidator.

9. Proof of Claim. Neither the Senior Lien Agent, Great American nor the Senior Lien Creditors will be required to file proofs of claim or requests for approval of administrative expenses in any Case or Successor Case. The acknowledgment by Debtors of the Senior Prepetition Obligations and the liens, rights, priorities and protections granted to or in favor of Senior Lien Agent and the other Senior Lien Creditors in respect of the Prepetition Collateral as set forth herein and in the Senior Loan Credit Documents shall be deemed a timely filed proof of claim on behalf of Senior Lien Agent and the other Senior Lien Creditors in each of the Cases.

10. Relief from the Automatic Stay.

(a) The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to permit (i) the Debtors to implement and perform the terms of this Interim Order, and (ii) the Debtors to create, and Senior Lien Agent to perfect, the Senior Loan Replacement Lien and other Liens granted hereunder. Senior Lien Agent shall not be required to file UCC financing statements or other instruments with any other filing authority to perfect the Liens, including the Senior Loan Replacement Lien, granted by this Interim Order or to take any other actions to perfect such Liens, which shall be deemed automatically perfected by the docketing of this Interim Order by the Clerk of the Court, and deemed to be effective as of the Petition Date. If, however, Senior Lien Agent shall elect for any reason to file, record or serve any such financing statements or other documents with respect to such Liens, then the Debtors shall execute same upon request and the filing, recording or service thereof (as the case may be) shall be deemed to have been made at the time of the commencement of this Case on the Petition Date.

(b) In addition, and without limiting the foregoing, upon the occurrence of the Termination Date, and after providing five (5) business days (the “Stay Relief Notice Period”) prior written notice (the “Enforcement Notice”) to (i) the Court, (ii) counsel for the Debtors, (iii) counsel for the Committee (if appointed), and (iv) the U.S. Trustee, the Senior Lien Agent and each of the other Senior Lien Creditors shall be entitled to take any action and exercise all rights and remedies against the Collateral provided under this Interim Order, the Senior Loan Documents or applicable law that Senior Lien Agent and/or any Senior Lien Creditor may deem appropriate in their sole discretion to proceed against and realize upon the Collateral or any other assets or properties of Debtors’ Estates upon which the Senior Lien Agent has been or may hereafter be granted liens or security interests to obtain the full and indefeasible repayment of all

Secured Obligations. For the avoidance of doubt, the Stay Relief Notice Period shall run simultaneously from the date that Senior Lien Agent or any other Senior Lien Creditor provides any notice to the Debtors, the U.S. Trustee, and , if appointed, the Committee that is required pursuant to Section 4 of this Interim Order.

(c) The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified without further notice, application or order of the Court to the extent necessary to permit Senior Lien Agent or Great American to perform any act authorized or permitted under or by virtue of this Interim Order, the Senior Loan Agreement or the other Senior Loan Documents, as applicable, including, without limitation, (i) to implement the arrangements allowing use of cash collateral authorized by this Interim Order, (ii) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the Collateral, (iii) to assess, charge, collect, advance, deduct and receive payments with respect to the Senior Prepetition Obligations, including, without limitation, all interests, fees, costs and expenses permitted under the Senior Loan Credit Documents and apply such payments to the Senior Prepetition Obligations, and (iv) immediately following the expiration of the Stay Relief Notice Period, to take any action and exercise all rights and remedies provided to it by this Interim Order, the Senior Loan Agreement, the other Senior Loan Credit Documents or applicable law. In addition, and without limiting the foregoing, upon the expiration of the Stay Relief Notice Period, the Senior Lien Agent shall be entitled to take any action and exercise all rights and remedies provided to it by this Interim Order, the Senior Loan Credit Documents or applicable law that Senior Lien Agent may deem appropriate in its discretion to proceed against and realize upon the Collateral or any other assets or properties of Debtors' Estates upon which the Senior Lien Agent, has been or may

hereafter be granted liens or security interests to obtain the full and indefeasible repayment of all Senior Prepetition Obligations.

11. Reversal, Modification, Vacatur, or Stay. Any reversal, modification, vacatur, or stay of any or all of the provisions of this Interim Order (other than in accordance with the Final Order) shall not affect the validity or enforceability of any Senior Loan Replacement Lien, the Senior Loan Adequate Protection Superpriority Claim or any claim, lien, security interest, or priority authorized or created hereby with respect to any Senior Loan Replacement Lien or the Senior Loan Adequate Protection Superpriority Claim, incurred prior to the effective date of such reversal, modification, vacatur, or stay. Notwithstanding any reversal, modification, vacatur, or stay (other than in accordance with the Final Order), (a) this Interim Order shall govern, in all respects, any use of Cash Collateral or Senior Loan Replacement Lien or Senior Loan Adequate Protection Superpriority Claim incurred by the Debtors prior to the effective date of such reversal, modification, vacatur, or stay, and (b) the Senior Lien Agent, Great American and each of the other Senior Lien Creditors shall be entitled to all the benefits and protections granted by this Interim Order with respect to any such use of Cash Collateral or such Senior Loan Replacement Lien or Senior Loan Adequate Protection Superpriority Claim incurred by the Debtors.

12. No Waiver for Failure to Seek Relief. The failure or delay of Senior Lien Agent or Great American to seek relief or otherwise exercise any of their rights and remedies under this Interim Order, the Senior Loan Agreement or the other Senior Loan Credit Documents, or applicable law, as the case may be, shall not constitute a waiver of any rights hereunder, thereunder, or otherwise, by Senior Lien Agent or any Senior Lien Creditor.

13. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to Senior Lien Agent or any Senior Lien Creditor hereunder is insufficient to compensate for any Diminution in Value during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by Senior Lien Agent or any Senior Lien Creditor, that the adequate protection granted herein does in fact adequately protect Senior Lien Agent or any Senior Lien Creditor against any diminution in value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

14. Marshalling. In no event shall Senior Lien Agent or any Senior Lien Creditor be subject to the equitable doctrine of “marshalling” or any similar doctrine with respect to the Collateral. Subject to the entry of a Final Order granting such relief, Senior Lien Agent and each of the Senior Lien Creditors shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to Senior Lien Agent or any of the Senior Lien Creditors with respect to proceeds, products, offspring or profits of any of the Collateral, as applicable.

15. Without limiting the rights of Senior Lien Agent and the Senior Lien Creditors contained in this Interim Order, Senior Lien Agent and Great American shall have the right, upon three (3) business days written notice to the Debtors, at any time during the Debtors’ normal business hours, to inspect, audit, examine, check, make copies of or extract from the non-privileged books, accounts, checks, orders, correspondence and other records of the Debtors, and to inspect, audit and monitor all or any part of the Collateral, and the Debtors shall make all of same reasonably available to Senior Lien Agent and Great American and each of their representatives, for such purposes.

16. The Cash Collateral shall not, directly or indirectly, be used to pay administrative expenses of the Debtors and or the Estates except for those operating expenses (including the statutorily required fees payable to the Office of the United States Trustee pursuant to 28 U.S.C. §1930 and any interest due thereon) that are set forth in the Budget or with the prior written consent of Senior Lien Agent and Great American. The Cash Collateral and the Carve Out may not be used: (a) in connection with or to finance in any way any action, suit, arbitration, proceeding, application, motion or other litigation of any type (i) for the payment of any services rendered by the professionals retained by any Debtor or Committee, or other representative of any estate, in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration or similar relief invalidating, setting aside, avoiding or subordinating, in whole or in part, any Senior Prepetition Liens or Senior Prepetition Obligations, (ii) for monetary, injunctive or other affirmative relief against the Senior Lien Creditors or any Prepetition Collateral, or (iii) preventing, hindering or otherwise delaying the exercise by the Senior Lien Creditors of any rights under this Interim Order; (b) objecting to or challenging in any way the claims, liens, or interests held by or on behalf of the Senior Lien Creditors; (c) asserting, commencing or prosecuting any claims or causes of action whatsoever, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against the Senior Lien Creditors or Senior Prepetition Liens; or (d) prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the Senior Prepetition Liens, the Senior Prepetition Obligations or any other rights or interest of the Senior Lien Creditors; provided, that up to an aggregate amount of \$15,000 of (x) the proceeds of the

Prepetition Collateral (including Cash Collateral) and (y) the Carve Out may be used by the Committee during the Challenge Period to investigate the claims and liens of the Senior Lien Creditors (and other potential claims, counterclaims, causes of action or defenses against the Senior Lien Creditors; *provided further* that any amounts incurred in excess of such amount need not be paid in order for any plan of reorganization in any of the Cases to satisfy the provisions of Section 1129(a)(9) of the Bankruptcy Code.

17. Binding Effect. This Interim Order shall be binding upon and inure to the benefit of Senior Lien Agent, Great American and each of the Senior Lien Creditors, the Debtors and their respective successors and assigns, including, without any limitation, any trustee, responsible officer, examiner, estate administrator or representative, or similar person appointed in a case for the Debtors under any chapter of the Bankruptcy Code. No rights are entered under this Interim Order for the benefit of any creditor of the Debtors, any other party in interest in the Cases, or any other person or entities, or any direct, indirect or incidental beneficiaries thereof.

18. Effect of Debtors' Stipulations on Third Parties.

(a) Subject to Paragraph 18(b) hereof, each stipulation, admission, and agreement contained in this Interim Order including, without limitation, the Debtors' Stipulations, shall be binding upon the Debtors, their Estates and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) under all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined herein) as of the date of the Petition Date.

(b) Nothing in this Interim Order shall prejudice the rights of any Committee or any other party in interest, if granted standing by the Court, to seek, solely in accordance with

the provisions of this Paragraph 18, to assert claims against either Senior Lien Agent or any other Senior Lien Creditor, on behalf of the Debtors or the Debtors' creditors or to otherwise challenge the Debtors' Stipulations, including, but not limited to those in relation to (i) the validity, extent, priority, or perfection of the security interests, and liens of the Senior Lien Agent or any other Senior Lien Creditor, (ii) the validity, allowance, priority, or amount of the Senior Prepetition Obligations, or (iii) any liability of either Senior Lien Agent or any other Senior Lien Creditor with respect to anything arising from the Senior Loan Credit Documents. Notwithstanding the immediately preceding sentence, any Committee or any other party in interest must, after obtaining standing approved by the Court, commence a contested matter or adversary proceeding raising such claim, objection, or challenge, including, without limitation, any claim or cause of action against either Senior Lien Agent or any other Senior Lien Creditor (each, a "Challenge") no later than (i) with respect to any Committee, the date that is sixty (60) days after the Committee's formation, (ii) with respect to other parties in interest, no later than the date that is seventy-five (75) days after the entry of this Interim Order, or (iii) with respect to any chapter 11 trustee appointed in the Cases, or any chapter 7 trustee appointed in any Successor Case, prior to the expiration of the periods set forth in subsections (i) and (ii) above, no later than the date that is the later of (A) fourteen (14) days after the appointment of such trustee or (B) the expiration of the time periods set forth in the foregoing subsections (i) and (ii) above (collectively, the "Challenge Period"). The Challenge Period may only be extended with the written consent of the applicable Senior Lien Agent or other Senior Lien Creditor prior to the expiration of the Challenge Period. Only those parties in interest who commence a Challenge within the Challenge Period may prosecute such Challenge. As to (x) any parties in interest, including any Committee, who fail to file a Challenge within the Challenge Period, or if any such Challenge is

filed and overruled or otherwise finally resolved or adjudicated in favor of Senior Lien Agent or any Senior Lien Creditor, or (y) any and all matters that are not expressly the subject of a timely Challenge: (1) any and all such Challenges by any party (including, without limitation, any Committee, any chapter 11 trustee, any examiner or any other estate representative appointed in the Debtors' Cases, or any chapter 7 trustee, any examiner or any other estate representative appointed in any Successor Case), shall be deemed to be forever waived and barred, (2) all of the findings, Debtors' Stipulations, waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to either Senior Lien Agent's and each other Senior Lien Creditor's claims, liens, and interests shall be of full force and effect and forever binding upon the Debtors' bankruptcy estates and all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases, and (3) any and all claims or causes of action against either Senior Lien Agent or any other Senior Lien Creditor, relating in any way to the Senior Loan Credit Documents, Senior Prepetition Obligations, and Senior Prepetition Liens shall be released by the Debtors' estates, all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases.

(c) Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Committee, standing or authority to pursue any cause of action belonging to the Debtors or their Estates, including, without limitation, any Challenge with respect to the Senior Loan Credit Documents or the Senior Prepetition Obligations.

19. Reporting. During the Cash Collateral Period, Debtors shall provide Senior Lien Agent with all financial and other information required under the Senior Loan Documents and this Interim Order, and such other information as Senior Lien Agent may from time to time reasonably request.

20. The terms and conditions of this Interim Order shall be (i) effective and immediately enforceable upon its entry by the Clerk of the Court notwithstanding any potential application of Fed. R. Bankr. P. 6004(g), 7062, 9014 or otherwise; and (ii) not be stayed absent (a) an application by a party in interest for such stay in conformance with such Fed. R. Bankr. P. 8005, and (b) a hearing upon notice to the Notice Parties.

21. Section 506(c) Claims. Subject to entry of the Final Order granting such relief, no costs or expenses of administration which have or may be incurred in the Cases shall be charged against Senior Lien Agent or any Senior Lien Creditor, their respective claims or the Collateral pursuant to section 506(c) of the Bankruptcy Code without the prior written consent of Senior Lien Agent and Senior Lien Creditors, and no such consent shall be implied from any other action, inaction or acquiescence by Senior Lien Agent or Senior Lien Creditor.

22. Releases. Upon the earlier of (a) the entry of the Final Order, or (b) the entry of an order extending the Cash Collateral Period, and in each instance, subject to paragraph 18 (b) above, in consideration of Senior Lien Agent and Senior Lien Creditors permitting the Debtors to use the Pre-Petition Collateral (including Cash Collateral) pursuant to the provisions of this Interim Order, each Debtor, on behalf of itself and its successors and assigns, (collectively, the “Releasors”), shall, forever release, discharge and acquit each of Senior Lien Agent and Senior Lien Creditors and its respective successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees and other representatives in its respective capacities as such (collectively, the “Pre-Petition Releasees”) of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every kind, nature and description, including, without limitation, any so-called “lender liability” claims or defenses, that Releasors had, have or

hereafter can or may have against Pre-Petition Releasees as of the date hereof, in respect of events that occurred on or prior to the date hereof in connection with the Debtors, the Senior Loan Credit Documents, or the Secured Obligations (as defined in the Senior Loan Agreement).

23. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) confirming any plan of reorganization in any of the Cases, (b) converting any of the Cases to a case under chapter 7 of the Bankruptcy Code, (c) dismissing any of the Cases or Successor Cases, or (d) pursuant to which this Court abstains from hearing any of the Cases or Successor Cases. The terms and provisions of this Interim Order, as well as the Senior Loan Adequate Protection Superpriority Claim, the Senior Loan Replacement Lien and all other claims and Liens granted by this Interim Order, shall (a) continue in this or any other superseding case under the Bankruptcy Code; (b) be valid and binding on all parties in interest, including, without limitation, any Committee, chapter 11 trustee, examiner or chapter 7 trustee, and (c) continue, notwithstanding any dismissal of any Case or Successor Case (and any such order of dismissal shall so provide), and such claims and Liens shall maintain their priority as provided by this Interim Order until the Secured Obligations (as defined in the Senior Loan Agreement) are satisfied in full.

24. Discharge Waiver. Subject to the entry of the Final Order, the Debtors expressly stipulate, and the Court finds and adjudicates that, neither the Senior Lien Adequate Protection Superpriority Claim or the Senior Loan Replacement Lien shall be discharged by the entry of an order confirming any plan of reorganization, notwithstanding section 1142(d) of the Bankruptcy Code, unless (i) the order is entered with the prior written consent of the Senior Lien Agent or (ii) the Senior Lien Adequate Protection Superpriority Claim has been paid in full in cash on or before the effective date of such plan.

25. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the Senior Lien Agent's or any Senior Lien Creditor's right to seek any other relief in respect of the Debtors (including the right to seek additional adequate protection); (b) the Senior Lien Creditors' right to seek the payment by the Debtors of post-petition interest pursuant to section 506(b) of the Bankruptcy Code; (c) any rights of the Senior Lien Agent or any Senior Lien Creditor under the Bankruptcy Code or under non-bankruptcy law, including the right to (i) request modification of the automatic stay pursuant to section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases or Successor Cases, conversion of any of the Cases to cases under chapter 7 of the Bankruptcy Code, or appointment of a chapter 11 trustee or an examiner (with or without expanded powers), (iii) propose a chapter 11 plan or plans of reorganization, subject to section 1121 of the Bankruptcy Code, or (iv) consent in writing prior to the sale of all or any portion of the Collateral outside the ordinary course the Debtors' business (and no such consent shall be implied or construed by any action or inaction by any Senior Lien Agent, Great American or any other Senior Lien Creditor. Other than as expressly set forth in this Interim Order, any other rights claims or privileges (whether legal, equitable or otherwise) of the Senior Lien Agent and the Senior Lien Creditors are preserved.

26. Payment of Compensation. Nothing herein or in the Budget shall be construed as consent to the allowance of any professional fees or expenses of any Case Professionals or shall affect the right of any party to object to the allowance or payment of such fees and expenses. None of the Senior Lien Creditors shall be responsible for the funding, direct payment or reimbursement of any fees or expenses of any Case Professionals incurred in connection with the Cases or any Successor Cases. Nothing in this Interim Order or otherwise shall be construed to

obligate the Senior Lien Creditors in any way to pay compensation to or reimburse expenses of any Case Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

27. All proceeds of the Collateral received by the Senior Lien Agent or Great American, and any other amounts or payments received by Senior Lien Agent (and after Senior Lien Agent has been paid in full, by Great American) in respect of the Senior Prepetition Obligations, may be applied or deemed to be applied by the Senior Lien Agent (and after Senior Lien Agent has been paid in full, by Great American), in such manner and priority as Senior Lien Agent (and after Senior Lien Agent has been paid in full, by Great American) may determine in its discretion, all in accordance with the Senior Loan Credit Documents and this Interim Order. Without limiting the generality of the foregoing, the Debtor is authorized without further order of this Court to pay or reimburse Senior Lien Agent and Great American for future costs and expenses, including, without limitation, all professional fees, consultant fees and legal fees and expenses paid or incurred by Senior Lien Agent or Great American in connection with the financing transactions as provided in this Interim Order and the Senior Loan Credit Documents, all of which shall be and are included as part of the principal amount of the Secured Obligations and secured by the Collateral.

28. Payment and Review of Lender Fees and Expenses. Debtors shall pay all fees and expenses under the Senior Loan Credit Documents, including, without limitation, the non-refundable payment to Senior Lien Agent and Great American of the reasonable attorney fees and expenses and any other professional fees and expenses whether incurred before or after the Petition Date and whether incurred in connection with the Senior Loan Credit Documents, the Collateral, or the Cases; provided, that Debtors shall pay all such reasonable fees and expenses

within ten (10) business days of delivery of a statement or invoice for such fees and expenses (it being understood that such statements or invoices shall not be required to be maintained in any particular format, nor shall any such counsel or other professional be required to file any interim or final fee applications with the Court or otherwise seek Court's approval of any such payments) to the Debtors, the U.S. Trustee and the Committee (if one is appointed), unless, within such ten (10) business day period, the Debtors, the U.S. Trustee or the Committee (if one is appointed) serve a written objection upon the requesting party, in which case, the Debtors shall pay only such amounts that are not the subject of any objection and the withheld amount subsequently agreed by the objecting parties or ordered by the Court to be paid.

29. Cash Management. Immediately upon the entry of this Interim Order, the Debtors and Senior Lien Agent shall terminate any cash sweep of the Debtors' operating account(s) with Bank of America or, if applicable, Citizens Bank, National Association pursuant to the terms of the Senior Loan Credit Documents. Senior Lien Agent shall provide any necessary notice to Bank of America and, if applicable Citizens Bank, National Association, of its direction to terminate the cash sweep of Debtors' operating accounts upon entry of this Interim Order. To the extent that any cash is swept from the Debtors' account(s) prior to such termination becoming effective or notwithstanding such termination, the Senior Lien Agent agrees that it shall promptly remit such cash to the Debtors' operating account with Bank of America for use by the Debtors in accordance with the Budget.

30. Final Hearing. A hearing on the Debtors' request for a Final Order approving the Motion is scheduled for _____, 2017, at __: __ .m. (prevailing Eastern time) before this Court. Within three (3) business days after entry of this Interim Order, the Debtors shall serve, or cause to be served, by first class mail or other appropriate method of service, a copy of the

Motion (to the extent the Motion was not previously served on a party) and this Interim Order on (i) the Notice Parties, and (ii) counsel to any Committee. Any responses or objections to the Motion shall be made in writing, conform to the applicable Bankruptcy Rules and Local Rules, be filed with the Bankruptcy Court, set forth the name of the objecting party, the basis for the objection, and the specific grounds therefor, and be served so as to be actually received no later than _____, 2017, at 4:00 p.m. (prevailing Eastern time) by the following parties: (i) counsel for the Debtors: Jones Day, 77 West Wacker Drive, Chicago, IL 60601, Attn: Mark A. Cody, Esq.; Jones Day, 250 Vesey Street, New York, NY 10281, Attn: Scott J. Greenberg, Esq.; and Pepper Hamilton, Hercules Plaza, Suite 5100, 1313 N Market St, Wilmington, DE 19801, Attn: David Fournier, Esq.; (ii) counsel for the Senior Lien Agent: Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn: Daniel F. Fiorillo, Esq. and Chad B. Simon, Esq. (iii) counsel for Great American: Paul Hastings, LLP, 200 Park Avenue New York, NY 10166, Attn: Andrew V. Tenzer, Esq. and Michael Comerford Esq.; (iv) counsel to be selected by the Creditors' Committee upon its formation if selected by such date; and (v) the Office of the U.S. Trustee for the District of Delaware; 844 King Street, Room 2207, Wilmington, DE 19801.

31. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Interim Order in accordance with its terms and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Interim Order.

Wilmington, Delaware
Dated: March ____, 2017

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Cash Collateral Budget

GENERAL WIRELESS 13-WEEK CASH FLOW FORECAST

WEEK ENDING	ACTUAL					FORECAST													
	2/4/17	2/11/17	2/18/17	2/25/17	3/4/17	3/11/17	3/18/17	3/25/17	4/1/17	4/8/17	4/15/17	4/22/17	4/29/17	5/6/17	5/13/17	5/20/17	5/27/17	6/3/17	
OPEN ITEMS DETAILS																			
Distribution	(\$746,274)	(\$928,492)	(\$723,956)	(\$110,394)	(\$10,401)	(\$119,339)	(\$122,382)	(\$122,413)	(\$117,389)	(\$77,958)	(\$77,903)	(\$77,903)	(\$77,903)	(\$14,032)	(\$14,032)	(\$14,032)	(\$14,032)	\$0	
IT	(\$71,163)	(\$50,692)	\$0	(\$19,867)	\$0	(\$49,480)	(\$210,000)	\$0	(\$200,000)	\$0	\$0	\$0	(\$200,000)	\$0	\$0	\$0	\$0	\$0	(\$410,000)
Store costs	(\$180,517)	(\$787,335)	(\$418,665)	(\$330,603)	(\$84,813)	(\$41,581)	(\$829,187)	(\$64,041)	(\$43,777)	(\$901,319)	(\$49,803)	(\$624,991)	(\$20,526)	(\$25,622)	(\$144,017)	(\$3,872)	(\$3,872)	\$0	\$0
Insurance and legal	(\$2,846)	(\$78,541)	(\$95,470)	(\$122,138)	(\$976,451)	(\$200,000)	\$0	\$0	\$0	(\$150,000)	\$0	\$0	\$0	(\$150,000)	\$0	\$0	\$0	\$0	\$0
Restructuring expenses	\$0	\$0	\$0	\$0	(\$35,000)	(\$822,739)	(\$340,000)	(\$340,000)	(\$340,000)	(\$340,000)	(\$340,000)	(\$340,000)	(\$375,850)	(\$340,000)	(\$340,000)	(\$340,000)	(\$340,000)	(\$340,000)	(\$384,625)
Other	(\$137,157)	(\$287,719)	(\$514,778)	(\$1,594,217)	(\$384,456)	(\$465,360)	(\$275,000)	(\$275,000)	(\$275,217)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$150,000)	(\$150,000)	(\$150,000)	(\$150,000)	(\$150,000)	(\$90,000)
Total	(\$1,137,957)	(\$2,132,780)	(\$1,752,869)	(\$2,177,218)	(\$1,491,121)	(\$1,698,499)	(\$1,776,569)	(\$801,454)	(\$976,382)	(\$1,669,277)	(\$667,706)	(\$1,242,894)	(\$874,279)	(\$679,655)	(\$648,050)	(\$507,905)	(\$507,905)	(\$884,625)	
Restructuring expenses																			
Debtor legal	\$0	\$0	\$0	\$0	\$0	(\$700,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)
Claim agents	\$0	\$0	\$0	\$0	(\$35,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)
US trustee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$35,850)	\$0	\$0	\$0	\$0	\$0	(\$44,625)
Debtor financial advisor	\$0	\$0	\$0	\$0	\$0	(\$72,739)	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)
Committee professionals	\$0	\$0	\$0	\$0	\$0	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)
Total restructuring expenses	\$0	\$0	\$0	\$0	(\$35,000)	(\$822,739)	(\$340,000)	(\$340,000)	(\$340,000)	(\$340,000)	(\$340,000)	(\$340,000)	(\$375,850)	(\$340,000)	(\$340,000)	(\$340,000)	(\$340,000)	(\$340,000)	(\$384,625)