

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	: Chapter 11
	:
LEGEND PARENT, INC., <i>et al.</i> ,	: Case No. 14-10701 (REG)
	:
Debtors. <sup>1</sup>	: Jointly Administered
	:
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**INTERIM ORDER (I) AUTHORIZING DEBTORS TO UTILIZE  
CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363, (II) GRANTING  
ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES  
PURSUANT TO 11 U.S.C. §§ 361, 362 AND 363, AND (III) SCHEDULING  
FINAL HEARING PURSUANT TO BANKRUPTCY RULES 4001(b) AND (c)**

Upon the motion (the “**Motion**”) of MModal Holdings, Inc. (the “**Borrower**”) and each of its affiliated debtors, each as debtor and debtor-in possession (collectively, the “**Debtors**”), in the above-captioned cases (the “**Cases**”) pursuant to sections 105, 361, 362, 363(b), and 363(c)(2), of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), seeking, among other things:

(a) authorization for the Debtors to use any Cash Collateral (as defined below) in which any lender, agent or other Secured Party (as defined in the Prepetition Credit Agreement, as defined below) under the Credit Agreement, dated as of August 17, 2012, as amended by Amendment No. 1 to the Credit Agreement, dated as of May 15, 2013 (as amended,

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<sup>1</sup> The Debtors in these cases along with the last four digits of their federal tax identification number are: Legend Parent, Inc. (8624); MModal Holdings, Inc. (7380); MModal Inc. (6666); Multimodal Technologies, LLC (2076); MModal CB Inc. (5948); Poiesis Informatics, Inc. (0978); MModal MQ Inc. (1298); MModal Systems & Services Inc. (3443); Mirrus Systems Inc. (5862); MedQuist of Delaware, Inc. (3311); MModal IP LLC (0512); MModal Services, Ltd. (0433); MedQuist CM LLC (5362); and All Type Medical Transcription Services, Inc. (0722). The Debtors’ corporate headquarters is located at, and the mailing address for each Debtor is, 5000 Meridian Boulevard, Suite 200, Franklin, TN 37067.

modified, or supplemented from time to time, the “**Prepetition Credit Agreement**”), by and among MModal Inc., as borrower, Legend Parent Inc., as guarantor, Royal Bank of Canada (the “**Prepetition Agent**”) and other lenders party thereto (collectively, the “**Prepetition Secured Lenders**,” and together with the Prepetition Agent and the other Secured Parties (as defined in the Prepetition Credit Agreement), the “**Prepetition Secured Parties**”), and each other document (a “**Prepetition Loan Document**”) executed in connection with the Prepetition Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, collectively with the Prepetition Credit Agreement, the “**Prepetition Credit Facility**”) may have an interest;

(b) the granting of adequate protection as provided herein to the Prepetition Secured Parties with respect to the diminution in value of their collateral, if any;

(c) pursuant to Bankruptcy Rule 4001, that an interim hearing (the “**Interim Hearing**”) on the Motion be held before this Court to consider entry of the proposed interim order annexed to the Motion (the “**Interim Order**”), among other things, (i) authorizing the Debtors, on an interim basis, to use Cash Collateral up to an aggregate principal amount not to exceed \$23.8 million (the “**Interim Cash Collateral Cap**”) for the period commencing on the Petition Date and ending on April 18, 2014 (the “**Interim Period**”), and (ii) granting the adequate protection described herein; and

(d) that this Court schedule a final hearing (the “**Final Hearing**”) to be held during the week of April 14, 2014, subject to the Court’s calendar, to consider entry of a final order (the “**Final Order**”) authorizing the Debtors’ use of Cash Collateral on a final basis.

Due and appropriate notice of the Motion, the relief requested therein and the Interim Hearing having been served by the Debtors on the thirty (30) largest unsecured creditors

of the Debtors, the Prepetition Agent, U.S. Bank National Association as trustee under the Indenture dated as of August 17, 2012, the United States Trustee for the Southern District of New York (the “**United States Trustee**”), and the Internal Revenue Service in compliance with Bankruptcy Rule 4001(b) and the Local Rules.

The Interim Hearing having been held by this Court on March 20, 2014].

Upon the record made by the Debtors at the Interim Hearing and after due deliberation and consideration and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *Disposition.* The Motion is granted on an interim basis in accordance with the terms of this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or settled, are hereby denied and overruled.

All reservations of rights are continued until the Final Hearing or any further order of the Court.

2. *Jurisdiction.* This Court has core jurisdiction over the Cases, the Motion, the parties, and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. The statutory predicates for the relief sought herein are sections 105, 361, 362, and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 9014 and the Local Rules.

3. *Notice.* Under the circumstances, the notice given by the Debtors of the Motion, the relief requested therein and the Interim Hearing constitutes appropriate, due and sufficient notice thereof and complies with Bankruptcy Rule 4001(b) and the Local Rules, and no further notice of the relief sought at the Interim Hearing and the relief granted herein is necessary or required.

4. *Debtors' Stipulations.* Without prejudice to the rights of the U.S. Trustee, any committee to be appointed in these cases or any other party in interest, including the right to seek leave to act for the Debtors, the Debtors admit, stipulate and agree that:

(a) As of the date of the commencement of the Cases (the “**Petition Date**”), the Debtors party to or otherwise obligated under the Prepetition Credit Facility, were jointly and severally indebted and liable to the Prepetition Secured Parties in the aggregate principal amount of approximately \$75 million with respect of the Revolving Credit Facility (as defined in the Prepetition Credit Facility) and approximately \$424.6 million in respect of Term B Borrowings (as defined in the Prepetition Credit Facility), *plus* interest thereon and fees, (collectively, the “**Prepetition Credit Facility Debt**”), which Prepetition Credit Facility Debt is secured by security interests in and liens on (the “**Prepetition Security Interests**”) certain of the Debtors’ property, including, without limitation, cash, securities or other property (and the proceeds, product and offspring therefrom), all as more fully described in the Prepetition Credit Facility (collectively, the “**Prepetition Collateral**”).

(b) Cash, securities and proceeds of the Prepetition Collateral are Cash Collateral of the Prepetition Secured Parties within the meaning of section 363(a) of the Bankruptcy Code (the “**Cash Collateral**”).

5. *Findings Regarding use of cash Collateral.*

(a) Good cause has been shown for the entry of this Interim Order.

(b) The Debtors have an immediate need to obtain use Cash Collateral to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, and to satisfy other working capital and operational needs. The access of the Debtors to sufficient

working capital and liquidity through the use of Cash Collateral is vital to the preservation and maintenance of the going concern values of the Debtors and to a successful reorganization of the Debtors.

(c) The terms of the use of Cash Collateral are fair and reasonable, reflect the Debtors' exercise of prudent business judgment.

(d) The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and the Local Rules. Absent granting the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed. Authorization of the use of Cash Collateral in accordance with this Interim Order is therefore in the best interests of the Debtors' estates.

6. *Carve-Out.* The "Carve-Out" means (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the United States Trustee pursuant to 28 U.S.C. § 1930(a), plus interest, if any, pursuant to 31 U.S.C. § 3717, (ii) fees and disbursements incurred by a chapter 7 trustee (if any) under section 726(b) of the Bankruptcy Code in an amount not to exceed \$50,000, (iii) accrued but unpaid fees and expenses of professionals retained by the Debtors or by the Creditors' Committee, incurred prior to a Cash Collateral Termination Event (as defined below) and allowed by the Bankruptcy Court, and (iv) after the occurrence and during the continuance of a Cash Collateral Termination Event, allowed and unpaid professional fees and expenses incurred by (x) the Debtors, in an amount not to exceed \$2 million or (y) the Creditors' Committee, in an amount not to exceed \$500,000. So long as a Cash Collateral Termination Event shall not have occurred and be continuing, the Carve-Out shall not be reduced by the payment of fees and expenses allowed by this Court under sections 328, 330 and 331 of the Bankruptcy Code. Nothing in this Interim Order shall be construed to impair the right of any

party to object to the reasonableness of any of the fees, expenses, reimbursement or compensation described in this paragraph.

7. *Use of Cash Collateral.*

(a) The Debtors are hereby authorized to use Cash Collateral of the Prepetition Secured Parties during the Interim Period pursuant to and in accordance with the budget (the “**Budget**”), attached hereto as Exhibit A, projecting cash flow for the sixteen (16) week period ending June 27, 2014 (the “**Budget Period**”), subject to an unfavorable variance by the Debtors of their actual “cash receipts” tested on a cumulative weekly basis from that reflected in the Budget for the applicable period (the “**Permitted Variance**”) with testing to commence for week 2 and not more than 25% in the cumulative period through week 2, and not more than 15% in cumulative weeks 3 and 4 respectively; and separately “operating cash disbursements” tested on a cumulative weekly basis from that reflected in the Budget for the applicable period of not more than 15% for each cumulative weekly period, and the Prepetition Secured Parties are directed promptly to turn over to the Debtors all Cash Collateral in an amount equal to the Interim Cash Collateral Cap received or held by them, *provided* that the Prepetition Secured Parties are granted adequate protection as hereinafter set forth herein. For avoidance of doubt, (i) any amount included in the Budget that is not actually incurred or paid during a particular week, shall be carried over into subsequent weeks, and (ii) the fact that the Budget covers a time beyond the Interim period does not entitle the Debtors to use Cash Collateral beyond the earlier of the expiration of the Interim period and the Cash Collateral Termination Date.

(b) On a monthly basis the Debtors will provide to the U.S. Trustee, the Prepetition Agent and Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of

America Tower, New York, New York 10036-6745, att'n: Michael Stamer and James Savin, as counsel to certain Prepetition Secured Lenders ("**Akin Gump**") an updated Budget for the following 16 week period substantially in the same format as the previous Budget.

(c) The Debtors' right to use Cash Collateral shall terminate (subject to any applicable notice requirements as set forth below) on the earliest to occur of (each such occurrence being hereinafter referred to as a "**Cash Collateral Termination Event**"): (i) the dismissal or conversion of the cases under chapter 7 of the Bankruptcy Code; (ii) the entry of one or more orders granting relief from the automatic stay as to Debtors' material asset or assets, or any Debtor's seeking or supporting such relief; (iii) the Debtors' failure to observe or perform any of the material terms of this Interim Order, (iv) appointment of a trustee or examiner with expanded powers (or any Debtor seeking or supporting such appointment); and (v) the occurrence of the effective date or consummation of a plan of reorganization for the Debtors. On and after the occurrence of a Cash Collateral Termination Event (the "**Cash Collateral Termination Date**") the Debtors shall immediately cease using Cash Collateral, unless the Court orders otherwise, provided however that in the case of paragraphs (ii) and (iii) of this paragraph, the Cash Collateral Termination Date shall be five (5) days after the Prepetition Agent gave notice to the Debtors, the Creditors' Committee, the United States Trustee and Akin Gump of the event constituting a Cash Collateral Termination Event, unless the Court authorizes the Debtors' continued use of Cash Collateral during said five (5) day period.

(d) All notices set forth in this paragraph 7 shall be provided to the Debtors, the Creditors' Committee, the United States Trustee and Akin Gump. Following the occurrence of the Cash Collateral Termination Date, the Debtors shall not have the right to use Cash Collateral without the prior written consent of the Prepetition Agent; *provided, however,*

that (i) the Debtors shall have the right to seek authority from this Court to use Cash Collateral thereafter on proper notice to the Prepetition Agent on behalf of the Prepetition Secured Parties, which request such parties shall have the right to oppose, (ii) the Debtors may dispute the occurrence of Cash Collateral Termination Event alleged to have occurred pursuant to any paragraph hereof, and (iii) the Debtors may use Cash Collateral to pay the disbursements set forth in the Budget that were properly and actually incurred by the Debtors prior to the Cash Collateral Termination Date.

8. *Adequate Protection.* The Prepetition Secured Parties are entitled, pursuant to sections 361 and 363(e) of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, in an amount equal to the Collateral Diminution, if any (as defined below). As used in this Interim Order, “**Collateral Diminution**” shall mean an amount equal to the diminution of the value of the Prepetition Collateral used by the Debtors upon which any of the Prepetition Secured Parties have valid, perfected, enforceable and unavoidable liens or security interests from and after the Petition Date for any reason provided for in the Bankruptcy Code, including, without limitation, the loss or use of such Cash Collateral, and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, whether in accordance with the terms and conditions of this Interim Order, or otherwise. As adequate protection for any Collateral Diminution which is entitled to adequate protection under the Bankruptcy Code, the Prepetition Agent and the Prepetition Secured Parties are hereby granted the following (collectively, the “**Adequate Protection Obligations**”):

(a) **Adequate Protection Unencumbered Property Liens.** The Prepetition Agent, for the benefit of the Prepetition Secured Parties, is hereby granted, to the extent of Collateral Diminution, (effective and perfected upon the date of this Interim Order and



without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements or other agreements), a valid, binding, continuing, enforceable, fully-perfected first-priority senior security interest in and lien upon all pre- and post-petition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (collectively, **“Unencumbered Property”**), including without limitation, all of the outstanding equity interests of any persons that are or become assets of any Debtor, unencumbered cash (whether or not contained in a controlled account or a blocked account), cash equivalents, bank accounts, accounts, trade receivables, other receivables, contracts, inventory, equipment, intellectual property rights, general intangibles, investment property, deposit accounts, securities accounts, securities (whether or not marketable), documents, instruments, contract rights, copyrights, franchise rights, patents, tradenames, trademarks, supporting obligations, letter of credit rights, commercial tort claims, causes of action, chattel paper, real property interests and fixtures, and other current assets and all substitutions and proceeds, products offspring and profits of the foregoing, subject and subordinate only to the Carve-Out, excluding however causes of action under chapter 5 of the Bankruptcy Code (the **“Adequate Protection Unencumbered Property Liens”**).

(b) **Adequate Protection Encumbered Property Liens.** The Prepetition Agent, for the benefit of the Prepetition Secured Parties, is hereby granted to the extent of Collateral Diminution, (effective and perfected upon the date of this Interim Order and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements or other agreements), a valid, binding, continuing, enforceable, fully-perfected security interest in and lien upon all pre- and post-petition property of the Debtors

(other than the property described in clause (a) of this paragraph 8), whether now existing or hereafter acquired, that is subject to valid, perfected and unavoidable liens in existence immediately prior to the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (collectively, the “**Third Party Prepetition Liens**”), which security interests and liens in favor of the Prepetition Agent (collectively, the “**Adequate Protection Encumbered Property Liens**,” and together with the Adequate Protection Unencumbered Property Liens, the “**Adequate Protection Liens**”), shall be junior to those Third Party Prepetition Liens that are senior to the Prepetition Security Interests (collectively, the “**Permitted Priority Liens**”) and shall be senior to those Third Party Prepetition Liens that are junior to the Prepetition Security Interests.

(c) **Section 507(b) Claims.** The Prepetition Agent, on behalf and for the benefit of the Prepetition Secured Parties, is hereby granted, to the extent of Collateral Diminution and subject to the payment of the Carve-Out, an allowed superpriority claim (the “**Adequate Protection Superpriority Claim**”) pursuant to section 507(b) of the Bankruptcy Code; *provided, however*, that such Adequate Protection Superpriority Claim shall not have recourse to the proceeds of any property that is not subject to the Adequate Protection Liens, including Adequate Protection Unencumbered Property Liens.

(d) **Access to the Debtors.** As further adequate protection, the Debtors will (i) reasonably cooperate, consult with, and provide to the Prepetition Agent all such information and documents as reasonably required by the Prepetition Agent, and (ii) permit the Prepetition Agent and their respective representatives to reasonably consult with the Debtors’

management and advisors on matters concerning the Debtors' businesses, financial condition, operations and assets.

(e) **Financial Reporting.** The Debtors shall provide the Prepetition Agent with (i) the Budget and updated thereto as provided herein and (ii) all financial reports required by the Prepetition Credit Agreement.

9. *Perfection of Adequate Protection Liens.*

(a) The Debtors, the Prepetition Agent, and the Prepetition Secured Parties are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Prepetition Agent (on behalf of the Prepetition Secured Parties) shall, in its sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge dispute or subordination, at the time and on the date of entry of this Interim Order. The Debtors shall execute and deliver to the Prepetition Agent all such agreements, financing statements, instruments and other documents as the Prepetition Agent may reasonably request to more fully evidence, confirm, validate, perfect, preserve and enforce the Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A certified copy of this Interim Order may, in the discretion of the Prepetition Agent, be filed with or recorded in filing or recording offices in addition to or in lieu

of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Interim Order for filing and recording.

(c) Subject to reconsideration *ab initio* in the event of any objection to the Final Order filed prior to the Objection Deadline (defined below), any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign or otherwise transfer any such leasehold interest, or the proceeds thereof, or other pre-petition or post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the transactions granting post-petition liens, in such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor, in favor of the Prepetition Agent, on behalf of the Prepetition Secured Parties, in accordance with the terms of this Interim Order.

10. *Preservation of Rights Granted Under the Order.*

(a) If an order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (i) the superpriority claims and security interests granted to the Prepetition Secured Parties pursuant to this Interim Order, shall, notwithstanding such dismissal, remain binding on all parties in interest) and shall retain their priorities as provided in this Interim Order, and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (i) above.

(b) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification, or vacatur shall not affect (i) the validity, priority or enforceability of any Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Prepetition Agent, of the effective date of such reversal, stay, modification or vacatur, or (ii) the validity or enforceability of any lien or priority authorized or created hereby with respect to any Adequate Protection Obligations.

Notwithstanding any such reversal, stay, modification, or vacatur, any use of Cash Collateral, or Adequate Protection Obligations incurred by the Debtors to the Prepetition Agent or the other Prepetition Secured Parties prior to the actual receipt of written notice by the Prepetition Agent, of the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the original provisions of this Interim Order, and the Prepetition Agent, and the other Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges and benefits granted in section 363(m) of the Bankruptcy Code and this Interim Order with respect to all uses of Cash Collateral and Adequate Protection Obligations.

(c) Except as expressly provided in this Interim Order, the Adequate Protection Superpriority Claims, the Adequate Protection Obligations, the Adequate Protection Liens and all other rights and remedies of the Prepetition Agent and the other Prepetition Secured Parties granted by this Interim Order shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission or (ii) the entry of an order confirming a plan of reorganization or liquidation in any of the Cases.

11. *Reservation of Rights.* The Prepetition Secured Parties are deemed to have made a request for adequate protection pursuant to section 363(e) of the Bankruptcy Code. Neither their failure to object to this Interim Order, nor their consent to entry of this Interim Order, shall be deemed as consent to any term or condition of any Final Order authorizing use of Cash Collateral (including the sufficiency of adequate protection and the terms (and amounts) of the Carve-Out with respect to any time period after the expiration of the Interim Period), regardless of whether such terms were included in any interim order entered by this Court. Nothing herein shall result in the waiver of any of the rights of the Prepetition Secured Parties, including, without limitation, the right to ask for additional adequate protection, which are specifically preserved.

12. *Order Governs.* In the event of any inconsistency between the provisions of this Interim Order and the Prepetition Credit Facility, the provisions of this Interim Order shall govern.

13. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

14. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

15. *Jurisdiction.* This Court shall retain jurisdiction to enforce the terms of this Interim Order and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Interim Order.

16. *Final Hearing.* The Final Hearing will be held by this Court on April 16, 2014 at 9:45 a.m. (prevailing Eastern time). The Debtors shall promptly transmit copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Interim Hearing, to any party that has filed a request for notices with this Court and to the Creditors' Committee after the same has been appointed, or the Creditors' Committee's counsel, if the same shall have been appointed. Any party in interest objecting to the relief sought at the Final Hearing shall file a written objection, which shall be served upon (i) the Chambers of the Honorable Robert E. Gerber, One Bowling Green, New York, New York, 10004; (ii) Dechert LLP, Attorneys for the Debtors, 1095 Avenue of the Americas, New York, New York, 10036 Attn: Allan S. Brilliant, Shmuel Vasser, and Jeffrey T. Mispagel; (iii) William K. Harrington, United States Trustee, U.S. Department of Justice, Office of the U.S. Trustee, U.S. Federal Office Building, 201 Varick Street, Rm 1006, New York, NY 10014, Attn: Andrea Schwartz and Richard Morrissey; (iv) counsel to any official committee appointed in these chapter 11 cases; (v) Latham & Watkins LLP, counsel to the Prepetition Agent under the Credit Facility, 233 South Wacker Drive, Suite 5800, Chicago, IL 60606, Attn: Richard A. Levy; (vi) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, New York 10036-6745, Attn: Michael Stamer and James Savin, and (vii) all other parties who have filed a notice of appearance and request for service of documents, and shall be filed with the Clerk of the United States Bankruptcy Court, Southern District of New York, in

each case to allow actual receipt by the foregoing no later than April 11, 2014 at 4:00 p.m.

(prevailing Eastern time) (the “**Objection Deadline**”).

Dated: New York, New York  
March 21, 2014

s/ Robert E. Gerber  
Honorable Robert E. Gerber  
United States Bankruptcy Judge



**Exhibit A**

**Budget**

**M\*Modal**

Weekly Cash Flow Forecast

(\$ In Millions)

Week #	1	2	3	Stub	4	5	6	7	Stub	8	9	10	11	12	Stub	13	14	15	16	Stub	16-Week
Week Ending	14-Mar	21-Mar	28-Mar	31-Mar	4-Apr	11-Apr	18-Apr	25-Apr	30-Apr	2-May	9-May	16-May	23-May	30-May	31-May	6-Jun	13-Jun	20-Jun	27-Jun	30-Jun	Total
<b>Collections:</b>																					
Accounts Receivable	\$ 5.8	\$ 4.8	\$ 5.7	\$ 2.0	\$ 7.2	\$ 6.1	\$ 7.0	\$ 5.1	\$ 5.6	\$ 1.4	\$ 7.0	\$ 5.5	\$ 7.1	\$ 7.5	\$ -	\$ 7.2	\$ 7.2	\$ 6.6	\$ 5.6	\$ 2.0	\$ 106.3
<b>Disbursements:</b>																					
Payroll & Related	(4.8)	(2.4)	(0.8)	-	(6.5)	(0.8)	(5.9)	(0.8)	-	(6.5)	(0.8)	(5.9)	(0.8)	(5.9)	-	(0.8)	(6.0)	(0.8)	(6.0)	-	(55.1)
Accounts Payable (including CapEx)	(2.5)	(4.2)	(3.1)	-	(1.9)	(1.6)	(1.6)	(1.6)	-	(1.8)	(1.5)	(1.5)	(1.5)	(1.5)	-	(1.9)	(1.6)	(1.6)	(1.6)	-	(30.7)
Services provided by Foreign Subsidiaries	(0.0)	(4.8)	-	-	-	(0.0)	(0.0)	(0.4)	-	(0.3)	(3.0)	(0.0)	(0.0)	(0.6)	-	(3.0)	(0.0)	(0.0)	(0.6)	-	(13.0)
<b>Operating Cash Disb.</b>	<b>\$ (7.3)</b>	<b>\$ (11.4)</b>	<b>\$ (3.8)</b>	<b>\$ -</b>	<b>\$ (8.4)</b>	<b>\$ (2.3)</b>	<b>\$ (7.5)</b>	<b>\$ (2.7)</b>	<b>\$ -</b>	<b>\$ (8.6)</b>	<b>\$ (5.3)</b>	<b>\$ (7.4)</b>	<b>\$ (2.3)</b>	<b>\$ (8.0)</b>	<b>\$ -</b>	<b>\$ (5.6)</b>	<b>\$ (7.6)</b>	<b>\$ (2.3)</b>	<b>\$ (8.2)</b>	<b>\$ -</b>	<b>\$ (98.7)</b>
<b>Cash Flow Before Other Disb.</b>	<b>\$ (1.5)</b>	<b>\$ (6.6)</b>	<b>\$ 1.9</b>	<b>\$ 2.0</b>	<b>\$ (1.1)</b>	<b>\$ 3.8</b>	<b>\$ (0.5)</b>	<b>\$ 2.5</b>	<b>\$ 5.6</b>	<b>\$ (7.2)</b>	<b>\$ 1.7</b>	<b>\$ (2.0)</b>	<b>\$ 4.8</b>	<b>\$ (0.5)</b>	<b>\$ -</b>	<b>\$ 1.6</b>	<b>\$ (0.4)</b>	<b>\$ 4.2</b>	<b>\$ (2.6)</b>	<b>\$ 2.0</b>	<b>\$ 7.6</b>
<b>Other</b>																					
Restructuring Prof. Fees	-	(3.6)	-	-	-	-	-	-	(1.2)	-	-	-	-	(2.8)	-	-	-	-	-	(2.7)	(10.3)
	\$ -	\$ (3.6)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1.2)	\$ -	\$ -	\$ -	\$ -	\$ (2.8)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2.7)	\$ (10.3)
<b>Net Cash Flow</b>	<b>\$ (1.5)</b>	<b>\$ (10.2)</b>	<b>\$ 1.9</b>	<b>\$ 2.0</b>	<b>\$ (1.1)</b>	<b>\$ 3.8</b>	<b>\$ (0.5)</b>	<b>\$ 2.5</b>	<b>\$ 4.4</b>	<b>\$ (7.2)</b>	<b>\$ 1.7</b>	<b>\$ (2.0)</b>	<b>\$ 4.8</b>	<b>\$ (3.4)</b>	<b>\$ -</b>	<b>\$ 1.6</b>	<b>\$ (0.4)</b>	<b>\$ 4.2</b>	<b>\$ (2.6)</b>	<b>\$ (0.7)</b>	<b>\$ (2.7)</b>
CONSOLIDATED - Beginning Cash Balance	\$ 26.8	\$ 24.2	\$ 14.0	\$ 15.9	\$ 17.9	\$ 16.8	\$ 20.5	\$ 20.0	\$ 22.4	\$ 26.8	\$ 19.7	\$ 21.4	\$ 19.4	\$ 24.2	\$ 20.8	\$ 20.8	\$ 22.4	\$ 22.0	\$ 26.3	\$ 23.7	
CONSOLIDATED - Ending Cash Balance	\$ 24.2	\$ 14.0	\$ 15.9	\$ 17.9	\$ 16.8	\$ 20.5	\$ 20.0	\$ 22.4	\$ 26.8	\$ 19.7	\$ 21.4	\$ 19.4	\$ 24.2	\$ 20.8	\$ 20.8	\$ 22.4	\$ 22.0	\$ 26.3	\$ 23.7	\$ 23.0	