

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket Nos. 17, 32

**NOTICE OF FILING OF PROPOSED FINAL ORDER (A) AUTHORIZING THE  
DEBTOR TO OBTAIN POSTPETITION FINANCING AND TO USE CASH  
COLLATERAL, (B) GRANTING LIENS AND SUPERPRIORITY CLAIMS,  
(C) GRANTING ADEQUATE PROTECTION, (D) MODIFYING THE  
AUTOMATIC STAY, AND (E) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that on March 16, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Emergency Motion of the Debtors for Entry of Interim and Final Orders (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, (E) Scheduling Final Hearing, and (F) Granting Related Relief* [Docket No. 17] (the “Motion”).

**PLEASE TAKE FURTHER NOTICE** that, on March 18, 2025, the Court entered the *Interim Order (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, (E) Scheduling Final Hearing, and (F) Granting Related Relief* [Docket No. 32] (the “Interim Order”);

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** is a proposed *Final Order (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, and (E) Granting Related Relief* (the “Proposed Final Order”). Attached here as **Exhibit B** is a blackline of the Proposed Final Order against the Interim Order.

**PLEASE TAKE FURTHER NOTICE** that the Debtors intend to present the Proposed Final Order in substantially the form attached hereto at the hearing scheduled for April 23, 2025

<sup>1</sup> The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.



at 1:00 p.m. (prevailing Eastern Time) before the Honorable Paul M. Baisier, United States Bankruptcy Judge, in the **2nd Floor Courtroom, in the Lewis R. Morgan Federal Building and United States Courthouse, 18 Greenville Street, Newnan, Georgia 30263.**

**PLEASE TAKE FURTHER NOTICE** that copies of all documents filed in the above captioned chapter 11 cases are available free of charge by visiting the case website maintained by the Debtors' notice and claims agent, Kurtzman Carson Consultants, LLC dba Verita Global, at <https://www.veritaglobal.net/AirPros> or by calling (866) 927-7076. You may also obtain copies of any pleadings by visiting the Office of the Clerk, U.S. Bankruptcy Court for the Northern District of Georgia (Newnan Division) between 8:00 a.m. and 4:00 p.m. or online by visiting the Court's website at <http://ecf.ganb.uscourts.gov> (registered users) or at <http://pacer.psc.uscourts.gov> (unregistered users). Further information may be obtained by using the "Submit an Inquiry" function at <https://www.veritaglobal.net/AirPros/inquiry>.

Dated: April 22, 2025

Respectfully submitted,

**GREENBERG TRAURIG, LLP**

*/s/ David B. Kurzweil*

David B. Kurzweil (Ga. Bar No. 430492)

Matthew A. Petrie (Ga. Bar No. 227556)

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: [kurzweild@gtlaw.com](mailto:kurzweild@gtlaw.com)

[petriem@gtlaw.com](mailto:petriem@gtlaw.com)

*Counsel for the Debtors and Debtors in Possession*

**Exhibit A**

**Proposed Final Order**

(see attached)

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**Re: Docket Nos. 17, 18, 32**

**FINAL ORDER (A) AUTHORIZING THE  
DEBTORS TO OBTAIN POSTPETITION FINANCING  
AND TO USE CASH COLLATERAL, (B) GRANTING LIENS AND  
SUPERPRIORITY CLAIMS, (C) GRANTING ADEQUATE PROTECTION,  
(D) MODIFYING THE AUTOMATIC STAY, AND (E) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above-referenced chapter 11 cases (the “Chapter 11 Cases”) seeking entry of a final order (this “Final Order”) pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(e), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 507 and 552 of title 11 of the

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<sup>1</sup> The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

United States Code (as amended, the “Bankruptcy Code”), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 7007-1, 9013-1, 9013-2, and 9014-2 of the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), and *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”), that, among other things:

(i) authorizes Debtor Air Pros Solutions, LLC (the “DIP Borrower”) to obtain, and the other Debtors, as guarantors (each, a “Guarantor”), to guarantee on a joint and several basis, a senior secured priming and superpriority postpetition financing (the “DIP Facility”) in the aggregate principal amount of \$20,000,000, composed of (a) a “new money” multiple delayed draw term loan facility in an aggregate principal amount of \$10,000,000 (the “New Money Loans”), all of which (to the extent not previously drawn) will be made available to be drawn upon entry of this Final Order, and (b) a “rollup” (or conversion) of \$10,000,000 of Prepetition Obligations (as defined below) (the “Rollup Loans” and, together with the New Money Loans, the “DIP Loans”), all of which (to the extent not previously rolled up) will be rolled up immediately upon the first funding of the New Money Loans following entry of this Final Order, in each case of the foregoing clauses (a) and (b), subject to the terms and conditions of that certain *Senior Secured Priming and Superpriority Debtor-in-Possession Credit Agreement*, dated as of March 18, 2025, among the DIP Borrower, Air Pros Solutions Holdings, LLC (as Holdings), the Guarantors, Alter Domus (US) LLC, as disbursing agent and collateral agent (the “DIP Agent”), and financial institutions from time to time party thereto as lenders (the “DIP Lenders” and, together with the DIP Agent, the “DIP Secured Parties”) substantially in the form attached hereto as **Exhibit A** (as such agreement may be amended, restated, amended and restated, supplemented,

or otherwise modified from time to time in accordance with its terms and the terms of the DIP Orders, the “DIP Credit Agreement”<sup>2</sup> and, together with the schedules and exhibits attached thereto and all agreements, documents, instruments, and amendments executed and delivered in connection therewith, including the “Loan Documents” as defined in the DIP Credit Agreement, the “DIP Documents”);

(ii) authorizes the Debtors to execute and deliver the DIP Documents and to perform such other acts as may be necessary, advisable, or appropriate in connection therewith and to incur, guarantee, pay, comply with, and perform all obligations owing thereunder to the DIP Secured Parties and granting the DIP Secured Parties allowed superpriority administrative expense claims in an amount of the DIP Obligations (as defined below) in each of the Chapter 11 Cases and in any Successor Case (as defined below), subject to the Carve-Out (as defined below);

(iii) grants to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, (x) liens on all of the DIP Collateral (as defined below) pursuant to sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code, which liens shall be senior to the Primed Liens (as defined below) and shall be junior solely to any valid, enforceable, and non-avoidable liens that are (A) in existence on the Petition Date, (B) either perfected as of the Petition Date or perfected subsequent to the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code, and (C) senior in priority to the Prepetition Liens (as defined below) after giving effect to any intercreditor or subordination agreement, each as amended, restated, supplemented or otherwise modified from time to time prior to the Petition Date (all such liens, collectively, the “Prepetition Prior Liens”); provided, however, that the term “Prepetition Prior Liens” as used herein shall exclude the Prepetition Liens (as defined below); provided, further, for the avoidance of doubt, the

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the DIP Credit Agreement.

term “Prepetition Prior Liens” shall include the valid, perfected, first priority security interest of American Express Travel Related Services Company, Inc. in that certain Certificate of Deposit account in the amount of \$460,000 obtained by Debtor East Coast Mechanical, LLC from American Express National Bank, and (y) pursuant to section 364(c)(1) of the Bankruptcy Code, superpriority administrative expense claims having recourse to all prepetition and postpetition property of the Debtors’ estates, now owned or hereafter acquired, any Debtors’ rights under section 506(c) of the Bankruptcy Code and the proceeds thereof;

(iv) authorizes the Debtors to use “cash collateral,” as such term is defined in section 363 of the Bankruptcy Code (the “Cash Collateral”), including Cash Collateral in which the Prepetition Secured Parties (as defined below) and/or the DIP Secured Parties have a lien or other interest, in each case whether existing on the Petition Date, arising pursuant to the Interim Order (as defined below), this Final Order, or otherwise;

(v) authorizes the Debtors to provide the Prepetition Secured Parties (as defined below) the Prepetition Adequate Protection (as defined below) as set forth herein;

(vi) approves certain stipulations by the Debtors with respect to the Prepetition Credit Documents and the Prepetition Collateral (each as defined herein) as set forth herein;

(vii) modifies the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents, the Interim Order, and this Final Order; and

(viii) waives any applicable stay (including under Bankruptcy Rule 6004) and provides for immediate effectiveness of this Final Order.

This Court having considered the Motion, the DIP Credit Agreement, the *Declaration of Andrew D.J. Hede in Support of Chapter 11 Filings and First Day Pleadings* [Docket No. 8] (the

“First Day Declaration”), the *Declaration of Jeffrey Finger in Support of the Emergency Motion of the Debtors for Entry of Interim and Final Orders (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, (E) Scheduling Final Hearing, and (F) Granting Related Relief* [Docket No. 18] (the “DIP Declaration”) and the evidence submitted and arguments made at the interim hearing on this Final Order held on March 18, 2025 (the “Interim Hearing”); and the Court having entered the *Interim Order (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, (E) Scheduling Final Hearing, and (F) Granting Related Relief* [Docket No. 32] (the “Interim Order”), scheduled the final hearing (the “Final Hearing”) to consider entry of this Final Order on April 14, 2025, and the Final Hearing having been held and concluded on April 23, 2025; and it appearing that approval of the relief requested in the Motion is fair and reasonable and in the best interests of the Debtors, their creditors, their estates and all parties in interest, and is essential for the continued operation of the Debtors’ business; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

**THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

**A. Petition Date.** On March 16, 2025 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Georgia (this “Court”). The Debtors have continued to manage and operate their businesses and properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On March 16, 2025, this Court entered an order directing



joint administration of the Chapter 11 Cases [Docket No. 4] (as amended by Docket No. 85). On March 31, 2025, the Office of the United States Trustee for the Northern District of Georgia (the “U.S. Trustee”) appointed a statutory committee of unsecured creditors (the “Committee”) [Docket No. 111].

**B. Jurisdiction and Venue.** This Court has core jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue for the Chapter 11 Cases and proceedings on the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, Local Rules 7007-1, 9013-1, 9013-4, and 9014-2, and Section G of the Complex Case Procedures.

**C. Notice.** Notice of the Motion, the relief requested therein, and the Final Hearing has been provided in accordance with Local Rule 9007-2, and no other further notice of the Motion or entry of this Final Order shall be required. Under the circumstances, the notice given by the Debtors of the final relief requested in the Motion and of the Final Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 2002, 4001(b) and (c) and 9014, and Procedure D of the Complex Case Procedures, and no further notice of the relief sought at the Final Hearing is necessary or required.

**D. Debtors’ Stipulations Regarding the Prepetition Obligations.** Without prejudice to the rights of the Committee and other parties in interest solely to the extent set forth in Paragraph 7 below, the Debtors admit, stipulate, acknowledge, and agree (and this Paragraph D hereof shall be referred to herein collectively as the “Debtors’ Stipulations”) as follows:

(i) Prepetition Obligations. Pursuant to that certain Credit Agreement, dated as of October 31, 2022 (as amended, restated, supplemented or otherwise modified from time to time in accordance with terms prior to the Petition Date, the “Prepetition Credit Agreement” and, collectively with any other agreements, documents, or instruments executed or delivered in connection therewith, and all other “Loan Documents” as defined therein, each as may be amended, restated, supplemented, or otherwise modified from time to time, the “Prepetition Loan Documents”), among Air Pros Solutions Holdings, LLC (“Holdings”), Air Pros Solutions, LLC (“Borrower”) and the Subsidiary Guarantors (as defined in the Prepetition Credit Agreement, together with Holdings and the Borrower, the “Prepetition Loan Parties”), the Lenders (as defined in the Prepetition Credit Agreement, the “Prepetition Lenders”), and Alter Domus (US) LLC, as disbursing agent and collateral agent (in such capacity, the “Prepetition Agent” and, together with the Prepetition Lenders, the “Prepetition Secured Parties”), the Prepetition Lenders agreed to extend certain loans and make other financial accommodations to the Prepetition Loan Parties. All liabilities and other obligations of the Debtors arising under the Prepetition Loan Documents and applicable law and all other “Obligations” (as defined in the Prepetition Credit Agreement) shall collectively be referred to herein as the “Prepetition Obligations.”

(ii) Prepetition Liens and Prepetition Collateral. Pursuant to the Security Documents (as defined in the Prepetition Credit Agreement) (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “Prepetition Security Documents”), by and among each of the Prepetition Loan Parties and the Prepetition Agent, each Prepetition Loan Party granted to the Prepetition Agent, in its capacity as collateral agent, for the benefit of itself and the other Prepetition Secured Parties, to secure the Prepetition Obligations, a security interest in and continuing lien (the “Prepetition Liens”) on substantially all of the

Prepetition Loan Parties' assets and properties (including Cash Collateral). All "Collateral," as defined in the Prepetition Credit Agreement, granted or pledged by the Prepetition Loan Parties pursuant to any Prepetition Security Document or any other Prepetition Loan Document shall collectively be referred to herein as the "Prepetition Collateral." As of the Petition Date, (I) the Prepetition Liens (a) are valid, binding, enforceable, and perfected liens, (b) were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value, (c) are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law (except for the priming contemplated herein), and (d) are subject and subordinate only to (1) the DIP Liens (as defined below), (2) the Carve-Out (as defined below), and (3) the Prepetition Prior Liens, and (II) (x) the Prepetition Obligations constitute legal, valid, and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Prepetition Loan Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (y) no setoffs, recoupments, offsets, defenses, or counterclaims to any of the Prepetition Obligations exist, and (z) no portion of the Prepetition Obligations or any transfers made to any or all of the Prepetition Secured Parties are subject to avoidance, recharacterization, recovery, subordination, attack, recoupment, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except for the priming contemplated herein.

(iii) Amounts Owed under Prepetition Loan Documents. As of the Petition Date, the Debtors owed the Prepetition Secured Parties, pursuant to the Prepetition Loan Documents, without defense, counterclaim, or offset of any kind, in respect of Loans (as defined in the Prepetition Credit Agreement) made by the Prepetition Secured Parties, an aggregate

principal amount of not less than \$220,406,882.85, *plus* any other Prepetition Obligations, including all accrued and hereafter accruing and unpaid interest thereon and any additional fees, expenses (including any reasonable attorneys', accountants', appraisers', and financial advisors' fees and expenses that are chargeable or reimbursable under the Prepetition Loan Documents), and other amounts now or hereafter due under the Prepetition Loan Documents and applicable law.

(iv) Release of Claims. Subject to the reservation of rights set forth in Paragraph 7 below, each Debtor and its estate are deemed to have forever waived, discharged, and released each of the Prepetition Secured Parties and their respective affiliates, assigns or successors and the respective members, managers, equity security holders, affiliates, agents, attorneys, financial advisors, consultants, officers, directors, employees and other representatives of the foregoing (all of the foregoing, collectively, the "Prepetition Secured Party Releasees") from any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action (including, without limitation, causes of action in the nature of "lender liability" and causes of action for usury or penalty or damages therefor, from any advances or loans, or from the contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate), defenses, setoff, recoupment, other offset rights, and other rights of disgorgement or recovery against any and all of the Prepetition Secured Party Releasees, whether arising at law or in equity, relating to and/or otherwise in connection with the Prepetition Loan Documents, the Prepetition Obligations, the Prepetition Liens, or the debtor-creditor relationship between any of the Prepetition Secured Parties, on the one hand, and any of the Prepetition Loan Parties and/or their affiliates, on the other hand, including, without limitation, (i) any recharacterization, subordination, avoidance, disallowance, 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 non-bankruptcy law and (ii) any right,

basis, or action to challenge or object to the amount, validity, or enforceability of the Prepetition Obligations or any transfers made on account of the Prepetition Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition Liens.

**E. Findings Regarding the DIP Facility.**

(i) Need for Postpetition Financing. The Debtors have an urgent and immediate need to obtain the DIP Facility and to use Cash Collateral to, among other things, permit the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers, and customers, to make payroll, to make capital expenditures, to satisfy other working capital and operational needs, to complete the Debtors' marketing and sale process, and to otherwise preserve and maximize the value of the Debtors' estates. The Debtors' access to sufficient working capital and liquidity through the use of Cash Collateral and borrowing under the DIP Facility is vital to a successful sale and/or to otherwise preserve the enterprise value of the Debtors' estates. Immediate and irreparable harm will be caused to the Debtors and their estates if immediate financing is not obtained and permission to use Cash Collateral is not granted, in each case in accordance with the terms of this Final Order and the DIP Loan Documents.

(ii) No Credit Available on More Favorable Terms. As set forth in the Motion, the First Day Declaration and the DIP Declaration, the Debtors have determined, at the time hereof, that no acceptable financing on more favorable terms is available. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit on terms acceptable to the Debtors allowable only under sections 364(c)(1), 364(c)(2), or 364(c)(3) of the Bankruptcy Code. The Debtors are unable to obtain secured credit under section 364(d)(1) of the Bankruptcy Code without (a) granting to the DIP Secured Parties the rights, remedies, privileges, benefits, and protections provided herein and in the DIP Loan Documents, including, without limitation, the

DIP Liens and the DIP Superpriority Claims (each as defined below), (b) allowing the DIP Lenders to provide (or to permit to remain outstanding, as applicable) the loans, letters of credit, and other financial accommodations under the DIP Facility on the terms set forth herein and in the DIP Loan Documents (all of the foregoing described in clauses (a) and (b) above, including, without limitation, the DIP Liens and the DIP Superpriority Claims, collectively, the “DIP Protections”), and (c) providing the respective Prepetition Secured Parties the adequate protection more fully described in Paragraph 4 below.

(iii) Adequacy of the Approved Budget. As set forth in the DIP Loan Documents, the Debtors have prepared and delivered to the DIP Secured Parties a Supplemental Approved Budget, which constitutes an Approved Budget.<sup>3</sup> Such Approved Budget has been reviewed by the Debtors, their management, and their advisors. The Debtors, their management, and their advisors believe the Approved Budget and the estimate of administrative expenses due or accruing during the period covered by the Approved Budget were developed using reasonable assumptions, and based on those assumptions, the Debtors believe there should be sufficient available assets to pay all administrative expenses due or accruing during the period covered by the Approved Budget. As a condition to the additional extensions of credit under the DIP Facility, and the continued authorization to use Cash Collateral, the DIP Secured Parties require, and the Debtors have agreed, that proceeds of the DIP Facility and the Cash Collateral shall be used in a manner consistent with the terms and conditions of the DIP Loan Documents and this Final Order and in accordance with the Approved Budget (subject to Permitted Variances (as defined herein)).

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<sup>3</sup> Notwithstanding anything to the contrary contained in the Approved Budget in effect at the time of this Final Order, the line item for the Committee’s Professional fees and expenses for the budget period ending on July 18, 2025 (the “July 18 Budget Period”), shall be \$850,000 in the aggregate (which amount shall not be reduced without the Committee’s consent). In addition, the Committee’s professional fees and expenses set forth in any subsequent Approved Budget covering the July 18 Budget Period shall not be reduced without the Committee’s prior consent.

**F. Adequate Protection for Prepetition Secured Parties.** Based on the record at the Interim Hearing and the Final Hearing, the Prepetition Secured Parties have negotiated in good faith regarding the Debtors' use of the Prepetition Collateral (including the Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses. The Prepetition Agent (on behalf of and at the direction of the Prepetition Secured Parties)<sup>4</sup> has agreed to permit the Debtors to use the Prepetition Collateral, including the Cash Collateral, subject to the terms and conditions set forth herein, including the protections afforded a party acting in "good faith" under section 364(e) of the Bankruptcy Code. In addition, the DIP Facility contemplated hereby provides for a priming of the Prepetition Liens pursuant to section 364(d) of the Bankruptcy Code. The Prepetition Secured Parties are entitled to adequate protection as set forth herein, including, with respect to the Rollup Loans (as defined below), pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code. Based on the Motion and the record presented to the Court at the Interim Hearing and the Final Hearing, the terms of the proposed adequate protection arrangements, use of the Cash Collateral of the Prepetition Secured Parties, and the DIP Facility contemplated hereby are fair and reasonable, reflect the Debtors' prudent exercise of business judgment, and constitute reasonably equivalent value and fair consideration for the consent of the Prepetition Secured Parties.

**G. Section 552.** In light of the subordination of their liens and superpriority administrative expense claims (i) in the case of the DIP Secured Parties, to the Carve-Out (as defined below) and (ii) in the case of the Prepetition Secured Parties, to the Carve-Out, the DIP Superpriority Claims (as defined below), and the DIP Liens, each of the DIP Secured Parties and

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<sup>4</sup> Prepetition Secured Parties holding 100% of the Prepetition Obligations have expressly consented to the entry of this Final Order and the relief provided herein. For avoidance of doubt, the Prepetition Secured Parties expressly consented to the terms of the DIP Credit Agreement and the other DIP Loan Documents and the entry of the DIP Orders, subject to the terms herein.

the respective Prepetition Secured Parties is hereby entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception shall not apply.

**H. Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) Based on the record at the Interim Hearing and the Final Hearing, the DIP Lenders are willing to provide the DIP Facility to the Debtors, and the Prepetition Secured Parties are willing to consent to the Debtors’ use of Cash Collateral, in each case in accordance with, and pursuant to, this Final Order and the DIP Loan Documents, as applicable.

(ii) Based on the record at the Interim Hearing and the Final Hearing, the terms and conditions of the DIP Facility as set forth in the DIP Loan Documents and this Final Order, and the fees, expenses, and other charges paid and to be paid thereunder or otherwise in connection therewith, are fair, reasonable, and the best available under the circumstances, and the Debtors’ agreement to the terms and conditions of the DIP Loan Documents and to the payment of such fees reflect the Debtors’ exercise of prudent business judgment consistent with their fiduciary duties. Such terms and conditions are supported by reasonably equivalent value and fair consideration.

(iii) Based on the record at the Interim Hearing and the Final Hearing, the DIP Facility and the DIP Loan Documents were negotiated in good faith and at arm’s length among the Debtors and the DIP Secured Parties with the assistance and counsel of their respective advisors, and all of the DIP Obligations (as defined below) shall be deemed to have been extended by the DIP Secured Parties and their affiliates for valid business purposes and uses and in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code or this Final Order, and the DIP



Liens, the DIP Superpriority Claims and the other DIP Protections are entitled to the full protection of section 364(e) of the Bankruptcy Code.

**I. Relief Essential; Best Interest.** For the reasons stated above, the Debtors have requested immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2), and the Local Rules. Absent granting the relief set forth in this Final Order, the Debtors' estates and their ability to successfully sell their assets or otherwise preserve the enterprise value of the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Facility on a final basis and authorization of the continued use of Cash Collateral in accordance with this Final Order and the DIP Loan Documents is therefore in the best interests of the Debtors' estates and consistent with their fiduciary duties.

**NOW, THEREFORE**, on the Motion and the record before this Court with respect to the Motion, and with the consent of the Debtors, the Prepetition Agent (on behalf of the Prepetition Secured Parties), and the DIP Agent (on behalf of the DIP Secured Parties) to the form and entry of this Final Order, and good and sufficient cause appearing therefor,

**IT IS ORDERED that:**

1. **Motion Granted.** The Motion is hereby granted in accordance with the terms and conditions set forth in this Final Order. Any objections to the Motion that have not been withdrawn, waived, or settled are hereby denied and overruled.

2. **DIP Loan Documents and DIP Protections.**

(a) **Approval of DIP Loan Documents.** The Debtors are expressly and immediately authorized to consummate the DIP Facility on a final basis, to perform under the DIP Loan Documents and this Final Order, to incur the remaining DIP Obligations (including the Rollup Loans) in accordance with, and subject to, the terms of this Final Order and the DIP Loan

Documents, and to execute, deliver, and perform under all other instruments, certificates, agreements, and documents which may be required or necessary for the performance by the Debtors under the DIP Loan Documents and the creation and perfection of the DIP Liens described in, and provided for, by this Final Order and the DIP Loan Documents. The Debtors are hereby authorized to do and perform all acts and pay the principal, interest, fees, expenses, and other amounts described in the DIP Loan Documents as such become due pursuant to the DIP Loan Documents and this Final Order, including, without limitation, all closing fees, arranger fees, commitment fees, and reasonable attorneys', financial advisors', and accountants' fees, and disbursements arising under the DIP Loan Documents, the Interim Order, and this Final Order, which amounts shall not be subject to further approval of this Court, shall be non-refundable and shall not otherwise be subject to a Challenge (as defined below) pursuant to Paragraph 7 hereof or otherwise; provided, however, that the fees and expenses of Lender Professionals (as defined below) shall be subject to Paragraph 20(b) hereof. The DIP Loan Documents represent valid and binding obligations of the applicable Debtors enforceable against such Debtors in accordance with their terms. Each officer of a Debtor is authorized execute and deliver each of the DIP Loan Documents, such execution and delivery to be conclusive evidence of such officer's respective authority to act in the name of and on behalf of the Debtors. Notwithstanding anything to the contrary contained herein, the DIP Secured Parties shall not exercise any Board Observer rights set forth in Section 5.15 of the DIP Credit Agreement.

(b) DIP Obligations. For purposes of this Final Order, the term "DIP Obligations" shall mean all amounts and other obligations and liabilities owing by the Debtors under the DIP Loan Documents (including, without limitation, all "Obligations" as defined in the DIP Credit Agreement and obligations and liabilities owing by the Debtors on account of the

Rollup Loans) and shall include, without limitation, the principal of, interest on, fees, costs, expenses, and other charges owing in respect of, such amounts (including, without limitation, any reasonable attorneys', accountants', financial advisors', and other fees, costs, and expenses that are chargeable or reimbursable under the DIP Loan Documents and/or this Final Order), and any obligations in respect of indemnity claims, whether contingent or otherwise; provided, however, payment of any fees and expenses of Lender Professionals shall be subject to Paragraph 20(b) hereof.

(c) Authorization to Incur DIP Obligations. To enable the Debtors to continue to operate their business, subject to the terms and conditions of this Final Order and the DIP Loan Documents, including, without limitation, the Budget Covenants as defined and contained in Paragraph 2(f) below, the DIP Borrower is hereby authorized to borrow New Money Loans in an aggregate principal amount of up to \$10,000,000. The DIP Borrower is, subject to the terms of the DIP Loan Documents, the Approved Budget, and this Final Order, entitled to borrow all New Money Loan amounts under the DIP Facility and use Cash Collateral to fund the Debtors' working capital and other general corporate needs and pay such other amounts required or allowed to be paid pursuant to the DIP Loan Documents, the Approved Budget, this Final Order, and any other orders of this Court.

(d) Rollup Loans. Prepetition Obligations in the aggregate amount of up to \$10,000,000 *less* the amount previously converted into Rollup Loans under the Interim Order shall immediately and automatically be deemed to have been converted on a dollar-for-dollar basis into DIP Obligations and incurred as Rollup Loans under the DIP Facility concurrently with the first funding of the New Money Loans pursuant to this Final Order; provided that the Rollup Loans shall be subject to challenge during the Challenge Period. The Rollup Loans shall be authorized

as compensation for, and in consideration for, and solely on account of, the agreement of Prepetition Lenders to, among other things, provide liquidity relief and permit access to Cash Collateral, and the agreement of the DIP Lenders to provide new-money liquidity and permit access to Cash Collateral, and not as payments under, adequate protection for, or otherwise on account of, any Prepetition Obligations. The Prepetition Lenders would not have otherwise consented to the use of their Cash Collateral or the subordination of their liens to the DIP Liens, and the DIP Secured Parties would not be willing to provide new-money liquidity, without the inclusion of the Rollup Loans in the DIP Obligations upon entry of the Interim Order and this Final Order.

(e) Approved Budget.

(i) Commencing on April 9, 2025, and continuing every fourth Wednesday thereafter (i.e., every four weeks), the Debtors did and shall continue to prepare and deliver to the DIP Agent, DIP Lenders, and the Prepetition Agent an updated “rolling” 13-week cash flow budget, substantially in the form of the 13-week cash flow budget attached as Exhibit A to the Interim Order (the “Initial Approved Budget”), that sets forth projected aggregate cash receipts and operating disbursements on a weekly basis, which, once approved in writing by the DIP Lenders constituting Required Lenders under, and as defined in, the DIP Credit Agreement (collectively, the “Required DIP Lenders”), the Required Prepetition Lenders, each in their respective sole discretion, did and shall continue to supplement and replace the Initial Approved Budget or Supplemental Approved Budget, as applicable, therefore in effect (each such updated budget that has been approved in writing by the Required DIP Lenders and the Required Prepetition Lenders, a “Supplemental Approved Budget”) without further notice, motion, or Court

order; provided, however, that unless and until the Required DIP Lenders and the Required Prepetition Lenders have approved such updated budget in writing, the Debtors shall remain subject to and be governed by the terms of the Initial Approved Budget or Supplemental Approved Budget, as applicable, then in effect, and none of the DIP Secured Parties and Prepetition Secured Parties shall, as applicable, have any obligation to fund such updated “rolling budget” or permit the use of Cash Collateral with respect thereto, as applicable. Any Supplemental Approved Budget shall be promptly provided to the Committee. The Initial Approved Budget and any Supplemental Approved Budget, whichever is then in effect, shall constitute the “Approved Budget.”

(ii) Beginning the second full week following the Petition Date, not later than 11:59 p.m. (prevailing Eastern Time) on Wednesday of each week, the Debtors did and shall continue to deliver to the Required DIP Lenders and the Required Prepetition Lenders (with concurrent copies to the Committee and the U.S. Trustee) a cash flow reconciliation and variance report in form and detail acceptable to the Required DIP Lenders and Required Prepetition Lenders (a “Variance Report”) that shows (a) comparisons of actual results on an aggregate basis against the Approved Budget for the prior periods ended and (b) for the Variance Report delivered following the end of the second full week following the Petition Date and every second week thereafter, a report setting forth compliance or non-compliance with the Permitted Variance for such Testing Period (as defined herein). The first testing period (this and each subsequent testing period, a “Testing Period”) was the period from the Petition Date through the end of the second full week after the end of the Petition Date, the second Testing Period shall be the period from the Petition Date through the end of fourth full week after the Petition Date, and each

Testing Period thereafter shall be the rolling four-week period ending two weeks after the last day of the previous Testing Period. As used herein, “Permitted Variance” means: (x) the cumulative total of actual cash operating disbursements on an aggregate basis during the applicable Testing Period does not exceed 115.0% of the total sum of budgeted operating disbursements during the same period, and (y) for each cash receipts line item, the cumulative total of actual cash receipts is not less than 85.0% of the total budgeted amount for such line item during the same period. The Variance Report shall also provide a commercially reasonable narrative explanation of each variance. For the avoidance of doubt, the cash disbursements considered for determining compliance with the Approved Budget shall exclude (i) the Debtors’ disbursements in respect of professional fees paid to professionals of the Debtors and the Committee, and (ii) fees, costs and expenses of the DIP Secured Parties and Prepetition Secured Parties (collectively, “Restructuring Fees”).

(iii) The Debtors’ payment of any expenses or other disbursements other than those set forth in the Approved Budget (subject to Permitted Variances) or otherwise permitted by the DIP Documents or this Final Order, in each case without the written consent of the Required DIP Lenders or the Required Prepetition Lenders, shall constitute a Termination Event; provided, further, that in the case of the Restructuring Fees, the Debtors shall pay such fees, costs and expenses in accordance with the DIP Documents and the DIP Orders, without being limited by the Approved Budget or constituting a Termination Event. The foregoing budget-related covenants set forth in this Paragraph 2(e) are collectively referred to herein as the “Budget Covenants.”

(f) Termination Events. The occurrence of any of the following events, unless waived in writing by the Required DIP Lenders and the Prepetition Lenders constituting “Required

Lenders” under the Prepetition Credit Agreement (the “Required Prepetition Lenders”) shall constitute a termination event under this Final Order and the DIP Loan Documents (each, a “Termination Event”):

- (i) the occurrence of any Event of Default (as defined in the DIP Credit Agreement);
- (ii) the failure of the Debtors to comply with any of the Budget Covenants that has not been waived in writing by the Required DIP Lenders or the Required Prepetition Lenders after two days (which waiver may be done via email);
- (iii) the failure of the Debtors to meet any of the milestones and related deadlines set forth on **Exhibit B** to this Final Order (as the same may be extended by the Required DIP Lenders and the Required Prepetition Lenders in writing, the “Milestones”), or the filing of any motion or other pleading by the Debtors seeking relief inconsistent with the Milestones, or any terms and conditions or relevant documentation contemplated by the Milestones, including, for the avoidance of doubt, any asset purchase agreement or order approving the sale of the Debtors’ assets under section 363 of the Bankruptcy Code, are not in a form and substance acceptable to the Required DIP Lenders and the Required Prepetition Lenders;
- (iv) obtaining, after the Petition Date, credit or incurring indebtedness that is (A) secured by a security interest, mortgage or other lien on all or any portion of the Prepetition Collateral which is equal or senior to any security interest, mortgage or other lien of the DIP Agent and/or the Prepetition Agent, as applicable, or (B) entitled to priority administrative status which is equal or senior to that granted to the DIP Agent and/or the Prepetition Agent, as applicable, pursuant to this Final Order, unless used to indefeasibly repay the DIP Obligations and/or the Prepetition Obligations, as applicable;
- (v) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto by the Debtors in the Chapter 11 Cases, or the entry of an order (A) to obtain additional financing under Section 364(c) or Section 364(d) of the Bankruptcy Code from any person other than the DIP Lenders not otherwise permitted by this this Final Order or the DIP Loan Documents, or (B) except as provided in this Final Order, to grant any lien other than Permitted Encumbrances (as defined in the DIP Credit Agreement) upon or affecting any DIP Collateral or Prepetition Collateral;
- (vi) the dismissal of any of the Chapter 11 Cases or the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;
- (vii) any failure by the Debtors to make adequate protection payments or other payments to the Prepetition Agent, and/or the Prepetition Secured Parties, as applicable, as set forth in this Final Order when due;

- (viii) the entry of an order which has not been withdrawn, dismissed or reversed (A) appointing an interim or permanent trustee in the Chapter 11 Cases or the appointment of an examiner or other responsible person with expanded powers in the Chapter 11 Cases, (B) granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code (x) to allow any creditor to execute upon or enforce a lien on or security interest in any DIP Collateral and/or Prepetition Collateral in excess of \$100,000 or (y) with respect to any lien of or the granting of any lien on any DIP Collateral and/or Prepetition Collateral to any state or local environmental or regulatory agency or authority, (in each case with a value in excess of \$250,000), or (C) amending, supplementing, staying, reversing, vacating or otherwise modifying any of this Final Order, or the DIP Agent's or the DIP Lenders', the Prepetition Agents', and/or the Prepetition Secured Parties' rights, benefits, privileges or remedies under this Final Order, as applicable;
- (ix) the Debtors consolidating or combining with any other person except pursuant to a confirmed plan of reorganization;
- (x) the reversal, vacatur, or modification (without the express prior written consent of the Required DIP Lenders and the Required Prepetition Lenders) of this Final Order or any provision thereof, or reversal, vacatur, or modification (without the express prior written consent of the DIP Agent and the DIP Lenders, the Prepetition Agent and the Prepetition Lenders) of any provision of this Final Order directly and adversely affecting the rights of the DIP Secured Parties or Prepetition Secured Parties;
- (xi) the use, remittance or the application of the Prepetition Collateral or proceeds of the Prepetition Collateral in contravention of the terms of this Final Order;
- (xii) without the prior written consent of the Required DIP Lenders and/or Required Prepetition Lenders, as applicable, the Debtors incurring, creating, assuming, suffering to exist or permitting any superpriority claim in the Chapter 11 Cases that is pari passu with or senior to the claims of the DIP Secured Parties and/or Prepetition Secured Parties, as applicable, other than the Carve-Out; or
- (xiii) the termination of any Debtor's exclusive right to file a plan of reorganization or liquidation under section 1121 of the Bankruptcy Code.

(g) Interest, Fees, Costs and Expenses. The DIP Obligations shall bear interest at the rates, and be due and payable (and paid), as set forth in, and in accordance with the terms and conditions of, this Final Order and the DIP Loan Documents, in each case without further notice, motion, or application to, order of, or hearing before, this Court. The Debtors shall pay on demand all fees, costs, expenses (including, subject to Paragraph 20(b) hereof, reasonable fees of



the DIP Agent and the reasonable out-of-pocket legal and other professional fees and expenses of the DIP Agent and DIP Lenders) and other charges in accordance with the terms of the DIP Loan Documents. Notwithstanding any provision herein to the contrary, all fees described in the DIP Credit Agreement are fully earned, all paid portions of such fees are finally allowed and non-refundable, all unpaid portions of such fees shall be immediately payable by the Debtors upon entry of this Final Order, and the payment of such fees, costs, and expenses shall not be subject to Challenge pursuant to Paragraph 7 hereof or otherwise.

(h) Use of DIP Facility Proceeds and Proceeds of DIP Collateral. The Debtors shall use the proceeds of all DIP Collateral (as defined below) and the DIP Loans solely in accordance with this Final Order and the applicable provisions of the DIP Loan Documents. Without limiting the foregoing, the Debtors shall not be permitted to use the proceeds of the DIP Collateral and the DIP Loans to make any payments on account of any prepetition debt or obligation prior to the effective date of a chapter 11 plan or plans with respect to any of the Debtors, except with respect to (i) the Prepetition Obligations as set forth in the Interim Order and this Final Order; (ii) as provided in the orders granting the relief requested in the various motions filed by the Debtors on the Petition Date; (iii) as provided in other motions, proposed orders, and requests for relief, each in form and substance acceptable to the Required DIP Lenders; or (iv) as otherwise provided in the DIP Credit Agreement; provided, however, that nothing in this Paragraph 2(h) shall be construed to restrict the Debtors' authority to file any motion, proposed order, or request for relief that the Debtors, in consultation with their advisors, determine is necessary in exercise of their fiduciary duties.

(i) Conditions Precedent. The DIP Secured Parties and Prepetition Secured Parties each have no obligation to extend credit under the DIP Facility or permit use of any DIP

Collateral proceeds, including Cash Collateral, as applicable, unless and until all conditions precedent to the extension of credit and/or use of DIP Collateral or proceeds thereof under the DIP Loan Documents and this Final Order have been satisfied in full or waived by the requisite DIP Secured Parties and the Prepetition Secured Parties in accordance with the DIP Loan Documents and this Final Order. In accordance with the DIP Loan Documents, the Debtors are authorized and directed to deposit all proceeds of the DIP Loans in an account at Bank of America (the “DIP Proceeds Account”), which DIP Proceeds Account and the funds therein shall be used by the Debtors in accordance with the Approved Budget (subject to Permitted Variances).

(j) DIP Liens. As security for the DIP Obligations, effective as of entry of the Interim Order, the following security interests and liens are hereby granted to the DIP Agent, for its own benefit and the ratable benefit of the DIP Secured Parties, on all property of the Debtors, now existing or hereinafter acquired, including, without limitation, all cash and cash equivalents (whether maintained with the DIP Agent or otherwise), money, inventory, goods, accounts receivable, contract rights, other rights to payment, intercompany loans and other investments, investment property, contracts, contract rights, properties, plants, equipment, rolling stock, machinery, general intangibles, payment intangibles, accounts, deposit accounts, documents, instruments, chattel paper, securities (whether or not marketable), franchise rights, documents of title, letters of credit, letter of credit rights, supporting obligations, leases and other interests in leaseholds (provided, however, with respect to the Debtors’ non-residential real property leases, no liens or encumbrances shall be granted or extend to such leases themselves under this Final Order, except as permitted in the applicable lease, but rather any liens granted shall extend only to the proceeds realized upon the sale, assignment, termination or other disposition of such leases, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever

located, including insurance or other proceeds), real property, fixtures, patents, copyrights, trademarks, trade names, other intellectual property, intellectual property licenses, capital stock of subsidiaries, tax and other refunds, insurance proceeds, all other Collateral (as defined in the DIP Loan Documents), and all other “property of the estate” (as defined in section 541 of the Bankruptcy Code) of any kind or nature, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, and all rents, products, substitutions, accessions, profits, replacements, and cash and non-cash proceeds of all of the foregoing, excluding claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (“Avoidance Actions”) and commercial tort claims, but including any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions and commercial tort claims, whether by judgment, settlement or otherwise (all of the foregoing collateral collectively referred to as the “DIP Collateral” and, all such liens granted to the DIP Agent for the benefit of the DIP Secured Parties pursuant to the Interim Order, this Final Order, and the DIP Loan Documents, the “DIP Liens”):

(i) pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority Lien on all unencumbered DIP Collateral;

(ii) pursuant to section 364(c)(3) of the Bankruptcy Code, a junior Lien on all DIP Collateral that is subject solely to the Prepetition Prior Liens; and

(iii) pursuant to section 364(d)(1) of the Bankruptcy Code, a first priority, senior priming lien on all DIP Collateral (including, without limitation, Cash Collateral) that is senior to the Adequate Protection Liens (as defined below) and senior and priming to (x) the Prepetition Liens, and (y) Liens that are junior to the Prepetition Liens and the Adequate Protection Liens, after giving effect to any intercreditor or subordination agreements (the liens referenced in clauses (x) and (y), collectively, the “Primed Liens”); provided, however, that the liens described in this clause (iii) shall be junior solely to the Carve-Out and the Prepetition Prior Liens;

*provided, however*, that the DIP Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions and/or commercial tort claims before seeking any recovery from the proceeds of Avoidance Actions and/or commercial tort claims with respect to such DIP Liens.

(k) DIP Lien Priority. For the avoidance of doubt, the DIP Liens granted to the DIP Agent for the ratable benefit of the DIP Secured Parties shall in each and every case be first priority senior liens that (i) are subject only to the Prepetition Prior Liens, and to the extent provided in the provisions of this Final Order and the DIP Loan Documents, shall also be subject to the Carve-Out, and (ii) except as provided in sub-clause (i) of this subsection (k), are senior to all prepetition and postpetition liens of any other person or entity (including, without limitation, the Primed Liens and the Adequate Protection Liens). The DIP Liens and the DIP Superpriority Claims (as defined below) (A) are not subject to sections 506(c), 510, 549, 550, or 551 of the Bankruptcy Code or the “equities of the case” exception of section 552 of the Bankruptcy Code, (B) with respect to the DIP Liens, are not subordinate to, or *pari passu* with, (x) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (y) any intercompany or affiliate liens or claims of the Debtors, and (C) are valid and enforceable against any trustee or any other estate representative appointed or elected in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each, a “Successor Case”), and/or upon the dismissal of any of the Chapter 11 Cases to the maximum extent permitted by law.

(l) Enforceable Obligations. The DIP Loan Documents shall constitute and evidence the valid and binding DIP Obligations of the Debtors, which DIP Obligations are

enforceable against the Debtors, their estates and any successors thereto (including, without limitation, any trustee or other estate representative in any Successor Case), and their creditors, in accordance with their terms. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Loan Documents, or this Final Order shall be stayed (except as provided in an order by a court of competent jurisdiction issuing a stay of this Final Order pending appeal), restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, 547, 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

(m) Superpriority Administrative Claim Status. In addition to the DIP Liens granted herein (effective as of entry of the Interim Order and subject to Paragraph 7 herein solely with respect to the Rollup Loans), all of the DIP Obligations constitute allowed superpriority administrative expense claims of the DIP Secured Parties pursuant to section 364(c)(1) of the Bankruptcy Code, which shall have priority, subject only to the payment of the Carve-Out, over all administrative expense claims, adequate protection and other diminution claims (including the Adequate Protection Superpriority Claims (as defined below)), unsecured claims, and all other claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses or other claims of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546, 726,

1113, and 1114 or any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment (the “DIP Superpriority Claims”). The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, shall be against each Debtor on a joint and several basis, and shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof; *provided, however*, that the DIP Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions and/or commercial tort claims before seeking any recovery from the proceeds of Avoidance Actions and/or commercial tort claims with respect to such DIP Superpriority Claims. Other than as provided in the DIP Credit Agreement and this Final Order with respect to the Carve-Out, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Cases, and no priority claims are, or will be, senior to, prior to, or on a parity with the DIP Superpriority Claims or the DIP Obligations, or with any other claims of the DIP Secured Parties arising hereunder.

3. **Authorization to Use Cash Collateral and Proceeds of the DIP Facility.** Subject to, and solely in accordance with, the terms and conditions of this Final Order and the DIP Loan Documents, including without limitation, the Budget Covenants set forth in Paragraph 2(e) hereof and Paragraph 16 hereof, (a) the Debtors are authorized to use proceeds of credit extended under the DIP Facility, and (b) the Debtors are authorized to use Cash Collateral, in each case subject to the Approved Budget and as otherwise agreed between the Debtors, the Required DIP Lenders, and the Prepetition Required Lenders.

4. **Adequate Protection for Prepetition Secured Parties.** In consideration for the use of the Prepetition Collateral (including Cash Collateral) and the priming of the Prepetition Liens, the Prepetition Secured Parties shall receive the following adequate protection (collectively referred to as the “Prepetition Adequate Protection”):

(a) **Adequate Protection Liens.** To the extent there is a diminution in value of the interests of the Prepetition Secured Parties in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date (the “Diminution in Value of the Prepetition Collateral”) (provided, however, that Diminution in Value of Prepetition Collateral does not mean diminution in value of the interests of the Prepetition Secured Parties in the Prepetition Collateral resulting from a successful Challenge), the Prepetition Agent, for the benefit of the Prepetition Secured Parties, is hereby granted, subject to the terms and conditions set forth below, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, liens upon all of the DIP Collateral (such adequate protection replacement liens, the “Adequate Protection Liens”), which Adequate Protection Liens on such DIP Collateral (A) shall be subject and subordinate only to the DIP Liens, the Prepetition Prior Liens, and the Carve-Out, and (B) shall be senior in priority to the Prepetition Liens; *provided, however*, that the Prepetition Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions and/or commercial tort claims before seeking recovery from proceeds of Avoidance Actions and/or commercial tort claims with respect to such Adequate Protection Liens. The Adequate Protection Liens and the Adequate Protection Superpriority Claims (as defined below) (A) shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code or section 506(c) of the Bankruptcy Code or the “equities of the case” exception of section 552 of the Bankruptcy Code, (B) shall be senior in priority and right of payment to (x) any lien that is avoided and preserved for the benefit of the

Debtors and their estates under section 551 of the Bankruptcy Code and (y) any intercompany or affiliate liens or claims of the Debtors, and (C) shall be valid and enforceable against any trustee or any other estate representative appointed in the Chapter 11 Cases or any Successor Cases, and/or upon the dismissal of any of the Chapter 11 Cases.

(b) Adequate Protection Superpriority Claims. To the extent of Diminution in Value of the Prepetition Collateral, the Prepetition Secured Parties are hereby further granted allowed superpriority administrative expense claims (such adequate protection superpriority claims, the “Adequate Protection Superpriority Claims”), pursuant to section 507(b) of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114 and any other provision of the Bankruptcy Code, subject and subordinate only to the DIP Superpriority Claims and the Carve-Out to the extent provided herein and in the DIP Loan Documents, and payable from and having recourse to all of the DIP Collateral; provided, however, that the Prepetition Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the Adequate Protection Superpriority Claims unless and until all DIP Obligations have been Paid in Full (as defined below); *provided, further*, that the Prepetition Secured Parties shall use commercially reasonable efforts to first seek recovery from Prepetition Collateral other than proceeds of Avoidance Actions and/or commercial tort claims before seeking any recovery from the proceeds of Avoidance Actions and/or commercial tort claims with respect to such Adequate Protection Superpriority Claims. Subject to the relative priorities set forth above, the Adequate Protection



Superpriority Claims shall be against each Debtor on a joint and several basis. For purposes of this Final Order, the terms “Pay in Full,” “Paid in Full,” and “Payment in Full” shall mean, with respect to any referenced DIP Obligations and/or Prepetition Obligations, (i) the indefeasible payment in full in cash of such obligations; (ii) the termination of all credit commitments under the DIP Loan Documents and/or Prepetition Loan Documents, as applicable, and (iii) the absence of any contingent indemnification claim arising from any pending or potential Challenge. Notwithstanding anything to the contrary herein, any payment by the Debtors on account of the Prepetition Obligations shall be subject to the Challenge rights in Paragraph 7 hereof (other than, for the avoidance of doubt, reasonable attorneys’ fees and costs paid in accordance with this Final Order).

(c) Further Adequate Protection. As further adequate protection, the Debtors (A) have committed, as set forth in this Final Order, to timely comply with the Milestones and to grant the Prepetition Secured Parties the customary releases and waivers set forth herein, and (B) shall simultaneously provide copies of any reports sent to the DIP Secured Parties under this Final Order or the DIP Credit Agreement to the Prepetition Secured Parties.

(d) Interest and Professional Fees. As further adequate protection, and without limiting any rights of the Prepetition Secured Parties under section 506(b) of the Bankruptcy Code which are hereby preserved, and in consideration, and as a requirement, for obtaining the consent of the Prepetition Secured Parties to the entry of this Final Order and the Debtors’ consensual use of Cash Collateral as provided herein, the Debtors shall (i) pay or reimburse currently the Prepetition Secured Parties for any and all of their accrued and past-due fees, costs, expenses, and charges to the extent, and at the times, payable under the Prepetition Loan Documents, (ii) subject to section 506(b) of the Bankruptcy Code, on the last day of each calendar month commencing

after the Petition Date, pay to the Prepetition Agent for prompt distribution to the applicable Prepetition Secured Parties any and all of the interest accruing on the Prepetition Obligations under the Prepetition Credit Agreement at the default rate provided for in the Prepetition Credit Agreement (which, for the avoidance of doubt, shall be paid in kind with respect to the Prepetition Obligations and added to the principal amount owing under the Prepetition Loan Documents), and (iii) subject to Paragraph 20(b) hereof, pay currently all reasonable fees and out-of-pocket costs and expenses of the Prepetition Secured Parties (including without limitation reasonable attorneys' fees and costs and reasonable consulting, accounting, appraisal, investment banking and similar professional fees and charges) in accordance with the Prepetition Loan Documents, in the case of each of sub-clauses (i), (ii), and (iii) above, all whether accrued prepetition or postpetition and whether or not budgeted in the Approved Budget, and without further notice (except as provided in Paragraph 20(b) below with respect to postpetition professional fees, costs, and expenses), motion, or application to, order of, or hearing before, this Court; provided, however, that such payments shall be without prejudice to whether any such payments should be recharacterized or reallocated as payments of principal or disgorged, in the event that a successful Challenge to the Prepetition Liens results in the Prepetition Secured Parties holding partially or wholly unsecured claims in respect of the Prepetition Obligations.

(e) Consent to Priming and Adequate Protection. The Prepetition Agent, on behalf of the Prepetition Secured Parties, consents to the Prepetition Adequate Protection and the priming provided for herein; provided, however, that such consent of the Prepetition Agent, on behalf of the Prepetition Secured Parties, to the priming of the Prepetition Liens, the use of Cash Collateral, and the sufficiency of the Prepetition Adequate Protection provided for herein is expressly conditioned upon the entry of this Final Order, and such consent shall not be deemed to

extend to any other Cash Collateral usage or other replacement financing or debtor-in-possession financing other than the DIP Facility provided under the DIP Loan Documents; and provided, further, that such consent shall be of no force and effect in the event this Final Order subsequently reversed, modified, stayed, or amended (unless such reversal, modification, stay, or amendment is acceptable to the Required Prepetition Lenders) or the DIP Loan Documents and DIP Facility as set forth herein are not approved.

(f) 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 herein to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of the Prepetition Collateral of the interests of the Prepetition Secured Parties in the Prepetition Collateral during the Chapter 11 Cases or any Successor Cases; provided, however, any such additional section 507(b) claims shall be subject to the same relative priority as such party's Adequate Protection Superpriority Claims, as provided in this Final Order.

5. **Automatic Postpetition Lien Perfection.** This Final Order is sufficient and conclusive evidence of the validity, enforceability, perfection, priority and non-avoidability of the DIP Liens and the Adequate Protection Liens without the necessity of (a) filing or recording any financing statement, deed of trust, mortgage, control agreement, or other instrument or document which may otherwise be required under the law of any jurisdiction or (b) taking any other action to validate or perfect the DIP Liens and the Adequate Protection Liens or to entitle the DIP Liens and the Adequate Protection Liens with the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agent and the Prepetition Agent (in the latter case, solely with respect to the Adequate Protection Liens) may, each in their sole discretion (acting at the direction of the Required DIP Lenders or Required Prepetition Lenders, as applicable), enter into and file, as

applicable, financing statements, mortgages, security agreements, notices of liens, and other similar documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, security agreements, notices, and other agreements or documents shall be deemed to have been filed or recorded at the time and on the Petition Date. The applicable Debtors are authorized to execute and deliver to the DIP Agent and the Prepetition Agent, as applicable, all such financing statements, mortgages, notices, and other documents as such parties may reasonably request to evidence and confirm the contemplated priority of, the DIP Liens and the Adequate Protection Liens, as applicable, granted pursuant hereto. Without limiting the foregoing, each of the DIP Agent and the Prepetition Agent, each in its discretion, may file a photocopy of this Final Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property, and in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Final Order. Any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the payment of any fees or obligations to any non-governmental entity in order for the Debtors to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest, the proceeds thereof or other DIP Collateral shall have no force or effect. To the extent that the Prepetition Agent is the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, financing statement, or account control agreements, listed as loss payee under any of the Debtors' insurance policies, or is the secured party under any of the Prepetition Loan Documents, the DIP Agent shall also be deemed to be the secured party under such account control agreements, loss payee under the Debtors' insurance policies, and the secured

party under each such Prepetition Loan Document, shall have all rights and powers attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received first, for the benefit of the DIP Secured Parties in accordance with the DIP Loan Documents, second, subsequent to Payment in Full of all DIP Obligations, with respect to Prepetition Collateral, for the benefit of the Prepetition Secured Parties. The Prepetition Agent shall serve as agent for the DIP Agent for purposes of perfecting its respective liens on all DIP Collateral that is of a type such that perfection of a lien therein may be accomplished only by possession or control by a secured party.

6. **Priority of Liens.** Notwithstanding anything to the contrary in this Final Order or the DIP Loan Documents, and for the avoidance of doubt:

- (a) the Prepetition Prior Liens, shall have priority, after giving effect to any intercreditor or subordination agreement, over the DIP Liens, the Adequate Protection Liens, the Prepetition Liens, and the Carve-Out;
- (b) the Carve-Out shall have priority over the DIP Liens, the Adequate Protection Liens, and the Prepetition Liens;
- (c) the DIP Liens shall have priority over any lien on the DIP Collateral, subject only to the Prepetition Prior Liens and, to the extent provided in the provisions of this Final Order and the DIP Loan Documents, the Carve-Out;
- (d) the Adequate Protection Liens shall have priority over any lien on the Prepetition Collateral, subject only to the Prepetition Prior Liens, the Carve-Out, and the DIP Liens; and
- (e) the Prepetition Liens shall have priority over any lien upon the Prepetition Collateral, subject only to the Prepetition Prior Liens, the Carve-Out, the DIP Liens, and the Adequate Protection Liens.

7. **Reservation of Certain Third Party Rights and Bar of Challenges and Claims.**

The Debtors' Stipulations are binding upon the Debtors in all circumstances upon entry of this Final Order. The Debtors' Stipulations are binding upon all other parties in interest, including the Committee, unless such Committee or any other party in interest (including any chapter 11 trustee

or chapter 7 trustee in a Successor Case, as provided herein) other than the Debtors *first*, commences, by the earliest of (x) with respect to the Committee, June 16, 2025, (y) with respect to all parties in interest with standing other than the Debtors, June 2, 2025, or (z) as otherwise agreed to among the Debtors, Required DIP Lenders, Required Prepetition Lenders, and the Committee to the extent of an extension of such period affecting the Prepetition Secured Parties, if any (such time period established by the earliest of clauses (x), (y), and (z), as the same may be extended in accordance with this Paragraph 7, shall be referred to as the “Challenge Period,” and the date that is the next calendar day after the termination of the Challenge Period in the event that either (i) no Challenge is raised during the Challenge Period or (ii) with respect only to those parties who commence a Challenge during the Challenge Period, such Challenge is fully and finally adjudicated, shall be referred to as the “Challenge Period Termination Date”), (A) a contested matter, adversary proceeding, or other action or “claim” (as defined in the Bankruptcy Code) challenging or otherwise objecting to the admissions, stipulations, findings, or releases included in the Debtors’ Stipulations, or (B) a contested matter, adversary proceeding, or other action against any or all of the Prepetition Secured Parties in connection with or related to the Prepetition Obligations (including, without limitation, Prepetition Obligations converted into DIP Obligations pursuant to the Rollup Loans), or the actions or inactions of any of the Prepetition Secured Parties arising out of or related to the Prepetition Obligations or otherwise, including, without limitation, any claim against any or all of the Prepetition Secured Parties in the nature of a “lender liability” cause of action, setoff, counterclaim, or defense to the Prepetition Obligations and any rights under section 552(a) of the Bankruptcy Code, including that the Prepetition Liens are cut-off with respect to postpetition services or the proceeds thereof or any other after-acquired property (clauses (A) and (B) collectively, the “Challenges” and, each individually, a

“Challenge”), and *second*, obtains a final, non-appealable order in favor of such party in interest sustaining any such Challenge in any such contested matter, adversary proceeding, or other action to which such Challenge is subject. If the Committee files a motion for standing to bring a Challenge by the Challenge Period Termination Date, such Challenge Period Termination Date shall be tolled with respect to such Challenge until one (1) Business Day following the date on which this Court rules on such motion, provided, however, that the Committee must attach to such motion a copy of its complaint detailing its Challenge. If a chapter 7 trustee or a chapter 11 trustee is appointed during the Challenge Period, the Challenge Period Termination Date with respect to such trustee only, shall be the later of (i) the last day of the Challenge Period and (ii) the date that is thirty (30) days after the date on which such trustee is appointed. Except as otherwise expressly provided herein, upon the Challenge Period Termination Date and for all purposes in these Cases and any Successor Cases, (i) all payments made to or for the benefit of the Prepetition Secured Parties pursuant to, or otherwise authorized by, this Final Order or otherwise (whether made prior to, on, or after the Petition Date) shall be indefeasible and not be subject to counterclaim, set-off, subordination, recharacterization, defense, or avoidance; (ii) any and all such Challenges by any party in interest shall be deemed to be forever barred; (iii) the Prepetition Obligations shall be deemed to be fully allowed secured claims within the meaning of section 506 of the Bankruptcy Code; and (iv) the Debtors’ Stipulations, including the release provisions therein, shall be binding on all parties in interest, including the Committee. Notwithstanding the foregoing, to the extent any Challenge is asserted in accordance with this Final Order, the Debtors’ Stipulations and the other provisions in clauses (i) through (iv) in the immediately preceding sentence shall nonetheless remain binding and preclusive on the Committee and on any other party in interest from and after the Challenge Period Termination Date, except to the extent that such Debtors’ Stipulations or the

other provisions in clauses (i) through (iv) of the immediately preceding sentence have been challenged in such adversary proceeding, contested matter, or other action. The Challenge Period may be extended (x) with the written consent of the Prepetition Agent (at the direction of the Required Prepetition Lenders) with respect to any Challenge against the Prepetition Secured Parties, in each case in their sole discretion or (y) by this Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Period. The Prepetition Secured Parties stipulate and agree that each of the Prepetition Secured Parties will not raise as a defense in connection with any Challenge the ability of the Committee to file derivative suits on behalf of limited liability companies under the Delaware Limited Liability Company Act or other applicable state law; *provided*, for the avoidance of doubt, that all other standing arguments and defenses shall be preserved. Notwithstanding any provision to the contrary herein, nothing in this Final Order shall be construed to grant standing on any party in interest, including the Committee, to bring any Challenge on behalf of the Debtors' estates.

8. **Carve-Out.** Subject to the terms and conditions contained in this Paragraph 8, each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve-Out (as defined below):

(a) **Carve-Out.** For purposes of this Final Order, "Carve-Out" means (i) all unpaid fees required to be paid in these Cases to the clerk of the Court (including any noticing agent appointed by the Court) and to the U.S. Trustee under 28 U.S.C. § 1930(a); (ii) all reasonable fees and expenses up to \$10,000 incurred by a trustee and payable under section 726(b) of the Bankruptcy Code; (iii) subject to the terms and conditions of this Final Order and the Approved Budget, the unpaid fees, costs, and disbursements of professionals retained by the Debtors in these



Cases and the Debtors' ordinary course professionals (collectively, the "Debtors' Professionals"), including, when earned, any monthly, restructuring, sale, or other transaction fees of any investment banker retained by the Debtors in these Cases, that are incurred prior to the delivery by the DIP Agent (at the direction of the Required DIP Lenders) of a Carve-Out Trigger Notice (as defined below) (the date on which any such Carve-Out Trigger Notice is delivered, the "Carve-Out Trigger Date") and that are allowed at any time pursuant to an order of the Court under sections 327, 328, 330, or 363 of the Bankruptcy Code, whether allowed before or after the Carve-Out Trigger Date (and solely to the extent allowed by the Court), and remain unpaid after application of any retainers being held by such professionals, provided that the Debtors' Professionals may carry forward and carry backward budgeted but unused disbursements set forth in the Approved Budget for such Debtors' Professionals for any week for use in any prior or subsequent week; provided further, that notwithstanding anything herein to the contrary, prior to the Carve-Out Trigger Date, all fees and expenses of Jefferies LLC, solely to the extent (1) provided in its engagement letter with the Debtors and approved by this Court and (2) allowed by the Court at any time (whether allowed before or after the Carve-Out Trigger Date), shall be deemed included as part of the Approved Budget; (iv) subject to the terms and conditions of this Final Order and the Approved Budget, the reasonable unpaid fees, costs, and disbursements of professionals retained by the Committee in these Cases (collectively, the "Committee's Professionals") and all reasonable unpaid out-of-pocket expenses of the members of the Committee ("Committee Members") that are incurred prior to the Carve-Out Trigger Date and that are allowed by the Court under sections 328, 330, or 1103 of the Bankruptcy Code, in an aggregate amount (for both Committee Members and the Committee's Professionals); provided that the Committee's Professionals may carry forward and carry backward budgeted but unused disbursements set forth

in the Approved Budget for such Committee's Professionals for any week for use in any prior or subsequent week; (v) the reasonable unpaid fees, costs, and disbursements of the Debtors' Professionals that are incurred after the Carve-Out Trigger Date, that are allowed by the Court under sections 327, 328, 330 or 363 of the Bankruptcy Code, in an aggregate amount not to exceed \$650,000 (inclusive of any unused prepetition retainers held by such professionals) (the "Debtors' Professionals Carve-Out Cap"); and (vi) the reasonable fees, costs, and disbursements of the Committee Professionals and the reasonable expenses of Committee Members that are incurred at any time after the Carve-Out Trigger Date, that are allowed by the Court under sections 328 or 1103 of the Bankruptcy Code, in an aggregate amount (for both Committee Members and the Committee's Professionals) not to exceed \$150,000 (the "Committee Carve-Out Cap" and, together with the Debtors' Professionals Carve-Out Cap, the "Post-Default Carve-Out Cap") (clauses (i), (ii), (iii), (iv), (v), and (vi) collectively, the "Carve-Out"). The term "Carve-Out Trigger Notice" shall mean a written notice delivered by the DIP Agent (at the direction of the Required DIP Lenders) to the Debtors' counsel, the U.S. Trustee, and lead counsel to the Committee, which notice may only be delivered following the occurrence and during the continuation of any Termination Event. After the Carve-Out Trigger Date, upon the later of five (5) Business Days following (x) the liquidation or sale of any DIP Collateral and (y) any order of the Court allowing for payment of unpaid fees, costs and disbursements of the Debtors' Professionals, the Committees' Professionals or the Committee Members that are incurred after the Carve-Out Trigger Date, all such allowed amounts (including any fees, costs, and disbursements of the Case Professionals incurred prior to the Carve-Out Trigger Date, subject in each case to the Approved Budget) shall be paid from the net proceeds of such DIP Collateral to the applicable Debtors' Professional, Committee Professional or Committee Member, provided,

however, that in no circumstance shall the aggregate amounts paid with proceeds of DIP Collateral and/or Prepetition Collateral on account of such fees, costs and disbursements incurred after the Carve-Out Trigger Date exceed, as applicable, the Debtors' Professionals Carve-Out Cap or the Committee Carve-Out Cap. No amounts set forth in this subparagraph (a) with respect to the Post-Default Carve-Out Cap may be modified without the prior written consent of the Required DIP Lenders and the Required Prepetition Lenders.

(b) Case Professionals Reserve Account. Before the Carve-Out Trigger Date, but after the consummation of each sale of the Debtors' assets pursuant to the bidding procedures contemplated by the Milestones (each, an "Approved Sale"), the Debtors shall fund a trust account (the "Case Professionals Reserve Account") equal to the amounts set forth in the Approved Budget for the Debtors' Professionals and Committee's Professionals (collectively, the "Case Professionals") for the sole purpose of paying the fees and expenses of the Case Professionals, provided that the funds in the Case Professional Reserve Account shall be disbursed to pay the approved fees and costs of each Case Professional in an amount not to exceed the aggregate amount budgeted for such Case Professional in the Approved Budget. To the extent that the actual amount held in the Case Professionals Reserve Account exceeds the actual amount of the Case Professionals' fees and expenses incurred through and including the Carve-Out Trigger Date, the Carve-Out shall be reduced by such excess amount dollar-for-dollar. The Case Professionals Reserve Account and all amounts therein shall not be DIP Collateral and shall not be subject to the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, or the Adequate Protection Superpriority Claims; provided, however, any amounts in the Case Professionals Reserve Account after payment of all allowed professional fees of the Case Professionals (after all

hearings on the final fee applications have been completed) shall be returned to the Debtors and shall be DIP Collateral.

(c) Carve-Out Reserve. On the Carve-Out Trigger Date, the Carve-Out Trigger Notice shall constitute a demand to the Debtors to use all cash on hand as of such date any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Carve-Out. The Debtors shall deposit and hold such amounts in a segregated account (the “Carve-Out Reserve Account”) in trust at an institution designated by the DIP Agent. All funds in the Carve-Out Reserve Account shall be used (i) to pay the obligations set forth in Paragraph 8(a)(i)–(iv) and then (ii) to pay the obligations set forth in Paragraph 8(a)(v)–(vi), and solely with respect to this clause (ii) up to the Post-Default Carve-Out Cap. Any amounts in the Carve-Out Reserve Account after the payment of the obligations set forth in Paragraph 8(a)(i)–(vi) shall be returned to the Debtors and shall be DIP Collateral.

(d) No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees. Subject to their obligations under Paragraph 8(a) hereof, nothing in this Final Order or otherwise shall be construed (i) to obligate the Prepetition Agent or any other Prepetition Secured Party in any way to pay compensation to, or to reimburse expenses of, any of the Case Professionals, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement or (ii) to increase the Carve-Out if actual allowed fees and expenses of any of the Case Professionals incurred after the delivery of a Carve-Out Trigger Notice are higher in fact than the Post-Default Carve-Out Cap. The respective Prepetition Secured Parties’ liens and claims shall be subject to the Carve-Out as set forth in this Final Order. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, the Committee, any other official or unofficial committee in these Cases, or of any other person or entity, or shall

affect the right of any DIP Secured Party or any Prepetition Secured Party to object to the allowance and payment of such fees and expenses.

(e) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Prior to the occurrence of the Termination Declaration Date, the Debtors shall be permitted to pay (or to fund to the Case Professionals Reserve Account to the extent permitted herein), subject to this Final Order, allowed fees of the Case Professionals, subject to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any interim compensation procedures order entered by this Court.

9. **Waiver of 506(c) Claims.** As a further condition of the DIP Facility and any obligation of the DIP Secured Parties to make credit extensions pursuant to the DIP Loan Documents and as a condition to the respective Prepetition Secured Parties consenting to the priming set forth herein and to the use of Cash Collateral (and all such parties' consent to the payment of the Carve-Out to the extent provided herein), no costs or expenses of administration of the Chapter 11 Cases or any Successor Cases shall be charged against or recovered from or against any or all of the Prepetition Secured Parties, the Prepetition Collateral, and the Cash Collateral pursuant to section 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition Agent (at the direction of the Required Prepetition Lenders), as the case may be, and no such consent shall be implied from any other action, inaction, or acquiescence of any or all of the Prepetition Secured Parties.

10. **Protection of DIP Secured Parties' Rights.**

(a) Unless the requisite DIP Secured Parties under the DIP Loan Documents shall have provided their prior written consent or all DIP Obligations have been Paid in Full, there shall not be entered in these proceedings, or in any Successor Cases, any order which authorizes

any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other Lien on all or any portion of the DIP Collateral and/or that is entitled to administrative priority status, in each case which is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the other DIP Protections and the Adequate Protection Liens and Adequate Protection Superpriority Claims granted pursuant to this Final Order (and effective as of entry of the Interim Order) to the DIP Secured Parties and the Prepetition Secured Parties, as applicable; or (ii) the use of Cash Collateral for any purpose other than to Pay in Full the DIP Obligations or as otherwise permitted in the DIP Loan Documents and this Final Order.

(b) The Debtors (and/or their legal and financial advisors in the case of clauses (ii) through (iv) below) will (i) maintain books, records, and accounts to the extent and as required by the DIP Loan Documents and the Prepetition Loan Documents, (ii) reasonably cooperate, consult with, and provide to the DIP Secured Parties and the Prepetition Secured Parties all such information and documents as required or allowed under the DIP Loan Documents or the provisions of this Final Order or the Prepetition Loan Documents, as applicable, (iii) permit representatives of each of the DIP Agent, Required DIP Lenders, the Prepetition Agent, and the Required Prepetition Lenders such rights to visit and inspect any of the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to conduct a collateral audit and analysis of their respective inventory and accounts, to tour the Debtors' business premises and other properties, and to discuss, and provide advice with respect to, their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, and independent public accountants as and to the extent provided in the DIP Loan Documents and/or the Prepetition Loan Documents, as applicable, and (iv) permit

the DIP Agent, the Required DIP Lenders, the Prepetition Agent, and the Required Prepetition Lenders, and their respective representatives to consult with the Debtors' management and advisors on matters concerning the general status of the Debtors' businesses, financial condition, and operations. Notwithstanding anything to the contrary contained herein, nothing in this Final Order shall require the Debtors to waive any right to attorney-client, work product, or similar privilege, and nothing in this Final Order shall require the Debtors to provide the DIP Agent, the Required DIP Lenders, the Prepetition Agent, the Prepetition Required Lenders, the Committee or their respective financial advisors with any information subject to attorney-client privilege or consisting of attorney work product.

11. **Proceeds of Subsequent Financing.** Without limiting the provisions and protections of Paragraph 10 above, if at any time prior to the Payment in Full of all the DIP Obligations (including subsequent to the confirmation but prior to the effective date of any chapter 11 plan or plans with respect to any of the Debtors), the Debtors' estates, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed shall obtain credit or incur debt pursuant to sections 364(b), 364(c), 364(d), or any other provision of the Bankruptcy Code in violation of the DIP Loan Documents, then all of the cash proceeds derived from such credit or debt and all Cash Collateral shall immediately be turned over to the DIP Agent until Payment in Full of the DIP Obligations in accordance with the terms herein.

12. **Cash Collection.** From and after the date of the entry of this Final Order, all collections and proceeds of any DIP Collateral (or, after the DIP Obligations have been Paid in Full, the Prepetition Collateral) or services provided by any Debtor and all Cash Collateral which shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall be promptly deposited in the same bank

accounts into which the collections and proceeds of the Prepetition Collateral were deposited under the Prepetition Loan Documents (or in such other accounts as are designated by (x) the DIP Agent (at the direction of the Required DIP Lenders) from time to time or (y) after the DIP Obligations have been Paid in Full, the Prepetition Agent (at the direction of the Required Prepetition Lenders) (collectively, the “Cash Collection Accounts”), which accounts shall be subject to the sole dominion and control of the DIP Agent or Prepetition Agent (following Payment in Full of the DIP Obligations) (and the funds in such accounts may be used by the Debtors to the extent provided in this Final Order and the DIP Loan Documents). Unless otherwise agreed to in writing by the Required DIP Lenders and the Required Prepetition Lenders, the Debtors shall maintain no accounts except those identified in the Court’s order approving the Debtors’ continued operation of their cash management system.

13. **Rights and Remedies Upon Termination Event.** Any automatic stay otherwise applicable to the DIP Secured Parties or the Prepetition Secured Parties, is hereby modified, without requiring prior notice to or authorization of this Court, to the extent necessary to permit the DIP Secured Parties and/or the Prepetition Secured Parties, as applicable, to exercise the following rights and remedies upon the occurrence and during the continuance of any Termination Event (as set forth in Paragraph 2(g) of this Final Order):

(a) At any time after written notice of any Termination Event by the DIP Agent (at the direction of the Required DIP Lenders), and, upon Payment in Full of the DIP Obligations the Prepetition Agent (at the direction of the Required Prepetition Lenders), as applicable, to the Debtors, the Committee, or the Prepetition Agent, as applicable, and the U.S. Trustee (such notice shall be referred to herein as a “Termination Declaration,” and the earliest date on which a Termination Declaration is provided shall be referred to herein as the “Termination Declaration”



Date”), and provided such Termination Event is not cured by the Debtors on or before five (5) Business Days following a Termination Declaration Date, the DIP Secured Parties, and, upon Payment in Full of the DIP Obligations, the Prepetition Secured Parties, as applicable, shall have the right to: (i) terminate any or all of the DIP Loans; (ii) terminate the DIP Facility; and (iii) declare a termination, reduction, or restriction on the ability of the Debtors to use any proceeds of the DIP Facility or DIP Collateral, including Cash Collateral (except to pay payroll and other expenses critical to avoid immediate and irreparable harm to the Debtors’ business and assets (but in no event in violation of the Budget Covenants))).

(b) Five (5) Business Days following a Termination Declaration Date (provided that the Debtors have not cured the existing Termination Events during such period), the DIP Secured Parties, and, upon payment in Full of the DIP Obligations and/or the Prepetition Secured Parties, as applicable, shall have further relief from the automatic stay, without further order of this Court, to the extent necessary to (i) declare the principal amount then outstanding of, and the accrued interest on, any or all of the DIP Obligations and all other amounts payable by the Debtors under the DIP Loan Documents to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest, or other formalities of any kind, all of which are hereby expressly waived by the Debtors, (ii) foreclose on all or any portion of the DIP Collateral or Prepetition Collateral, as applicable, or (iii) otherwise exercise remedies against the DIP Collateral or Prepetition Collateral, as applicable, permitted by applicable nonbankruptcy law. Unless during such period the Court enters an order or otherwise directs the parties to the contrary, the automatic stay, as to applicable party noticing such Termination Event, shall automatically terminate at the end of such five (5) Business Day period, without further notice or order.

(c) All proceeds realized in connection with the exercise of the rights and remedies of the DIP Secured Parties shall be turned over to the DIP Agent for application to the other DIP Obligations under, and in accordance with, the provisions of the DIP Loan Documents until Payment in Full of the DIP Obligations; provided, that in the event of the liquidation of the Debtors' estates after the occurrence and during the continuance of a Termination Event, the Carve-Out shall be funded into a segregated account.

(d) Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Agent or the other DIP Secured Parties contained in this Final Order or the DIP Loan Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Loan Documents, upon five (5) Business Days' written notice to the Debtors and any landlord, lienholder, licensor, or other third party owner of any leased or licensed premises or intellectual property that a Termination Event has occurred and is continuing, the DIP Agent (at the direction of the Required DIP Lenders) or its designee (i) may enter upon any leased or licensed premises of the Debtors for the purpose of exercising any remedy with respect to Collateral located thereon and (ii) shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the applicable license and to use any and all trademarks, trade names, copyrights, licenses, patents, or any other similar assets of the Debtors, which are owned by or subject to a Lien of any third party and which are used by Debtors in their businesses, in either the case of subparagraph (i) or (ii) of this Paragraph 13(d) without interference from lienholders or licensors thereunder, subject to such lienholders' or licensors' rights under applicable law; provided, however, that the DIP Agent, on behalf of the DIP Secured Parties, shall pay only rent and additional rent, fees, royalties, or other obligations of the Debtors that first arise after the written notice referenced above from the DIP Agent and that accrue during the period of

such occupancy or use by such DIP Agent calculated on a *per diem* basis. Nothing herein shall require the Debtors, the DIP Agent, or the other DIP Secured Parties to assume any lease or license under section 365(a) of the Bankruptcy Code as a precondition to the rights afforded to the DIP Agent and the other DIP Secured Parties in this Paragraph 13(d). Notwithstanding anything to the contrary herein, the DIP Agent and the other DIP Secured Parties may only enter upon a leased premises of the Debtors after a Termination Event in accordance with (i) a separate written agreement among the DIP Agent, the other DIP Secured Parties, and the applicable landlord for the leased premises, (ii) pre-existing rights of the DIP Agent or the other DIP Secured Parties under applicable non-bankruptcy law, (iii) written consent of the applicable landlord for the leased premises, or (iv) entry of an order by this Court approving such access to the leased premises after notice and an opportunity to be heard for the applicable landlord for the leased premises.

(e) The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified pursuant to the terms of this Final Order and the DIP Loan Documents as necessary to (i) permit the Debtors to grant the Adequate Protection Liens and the DIP Liens and to incur all liabilities and obligations to the Prepetition Secured Parties and the DIP Secured Parties under the DIP Loan Documents, the DIP Facility, and this Final Order, (ii) authorize the DIP Secured Parties and the Prepetition Secured Parties to retain and apply payments hereunder; and (iii) otherwise to the extent necessary to implement and effectuate the provisions of this Final Order.

14. **Restriction on Use of Proceeds**. Notwithstanding anything herein to the contrary (including, without limitation, in Paragraph 8 hereof), no loans and/or proceeds from the DIP Facility, DIP Collateral, Cash Collateral (including any prepetition retainer held by any professionals for the below-referenced parties), Prepetition Collateral, or any portion of the Carve-

Out may be used by (a) any Debtor, the Committee or trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases (or to pay any professional fees and disbursements incurred in connection therewith) prosecute any Challenge or any other litigation in connection with the value of the Prepetition Collateral or the DIP Collateral; and (b) any of the Debtors, the Committee, and any trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases (or to pay any professional fees and disbursements incurred in connection therewith) (i) assert, join, commence, support, or prosecute any action for any claim, counter-claim, action, proceeding, or other contested matter seeking any order, judgment, determination, or similar relief against any or all of the DIP Secured Parties, the Prepetition Secured Parties, and their respective officers, directors, employees, agents, attorneys, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, (A) any Challenges and any Avoidance Actions or other actions arising under chapter 5 of the Bankruptcy Code; (B) any action with respect to the validity, enforceability, priority, and extent of the DIP Obligations and/or the respective Prepetition Obligations, or the validity, extent, and priority of the DIP Liens, the Prepetition Liens, or the Adequate Protection Liens; (C) any action seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Liens, the other DIP Protections, the Prepetition Liens, the Adequate Protection Liens, or the other Prepetition Adequate Protection; (D) except to contest in good faith the occurrence or continuance of any Termination Event as permitted in Paragraph 13, any action seeking, or having the effect of, preventing, hindering, or otherwise delaying any or all of the DIP Secured Parties' (and, after the Payment in Full of the DIP Obligations, the Prepetition Secured Parties') assertion, enforcement, or realization on the Cash Collateral or the DIP Collateral in accordance with the DIP Loan

Documents, the Prepetition Loan Documents, as applicable, or this Final Order; and/or (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties or the Prepetition Secured Parties hereunder or under the DIP Loan Documents, or the Prepetition Loan Documents, as applicable; provided, that only up to \$100,000 in the aggregate of the Carve-Out, any DIP Collateral, any Prepetition Collateral, any Cash Collateral or proceeds of the DIP Facility may be used by the Committee to investigate (but not prosecute) the extent, validity, and priority of the Prepetition Obligations, the Prepetition Liens, or any other claims against the Prepetition Secured Parties so long as such investigation occurs within the Challenge Period; (iii) pay any fees or similar amounts to any person (other than the Prepetition Secured Parties) who has proposed or may propose to purchase interests in any of the Debtors without the prior written consent of the Required DIP Lenders; or (iv) use or seek to use Cash Collateral or sell or otherwise dispose of DIP Collateral, unless otherwise permitted hereby, without the consent of the DIP Secured Parties or the Prepetition Secured Parties, as applicable.

15. **Proofs of Claim.** The Prepetition Secured Parties are not required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claim allowed herein. The Debtors' Stipulations are deemed to constitute a timely filed proof of claim for the Prepetition Secured Parties. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or Successor Cases to the contrary, the Prepetition Agent, for the benefit of itself and the other Prepetition Secured Parties, is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement, as they see fit) a proof of claim and/or single consolidated master proof of claim in the Chapter 11 Cases or Successor Cases (including for the avoidance of doubt, in the lead case of AFH Air Pros, LLC)

and such master proof of claim shall be deemed to constitute the filing of such proof of claim in each of the Chapter 11 Cases of all Debtors against whom a claim may be asserted.

16. **Preservation of Rights Granted Under this Final Order.**

(a) No Non-Consensual Modification or Extension of Final Order. The Debtors irrevocably waive any right to seek any amendment, modification, or extension of this Final Order without the prior written consent of the Required DIP Lenders and the Required Prepetition Lenders, and no such consent shall be implied by any other action, inaction, or acquiescence of the DIP Secured Parties or any of the Prepetition Secured Parties. Based on the findings set forth in this Final Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility contemplated by this Final Order, in the event any or all of the provisions of this Final Order are hereafter reversed, modified, vacated, or stayed by a subsequent order of this Court or any other court, the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to the protections provided in section 364(e) of the Bankruptcy Code.

(b) Dismissal. If any order dismissing any of the Chapter 11 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), to the fullest extent permitted by law, that (i) the DIP Protections and the Prepetition Adequate Protection shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations have been Paid in Full and the Prepetition Obligations have been Paid in Full (and that all DIP Protections and the Prepetition Adequate Protection shall, notwithstanding such dismissal, remain binding on all parties in interest), and (ii) this Court shall retain jurisdiction,

notwithstanding such dismissal, for the purposes of enforcing such DIP Protections and the Prepetition Adequate Protection.

(c) Survival of Final Order. The provisions of this Final Order and the DIP Loan Documents, any actions taken pursuant hereto or thereto, and all of the DIP Protections, the Prepetition Adequate Protection, and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties shall survive, and shall not be modified, impaired, or discharged by, the entry of any order confirming any plan of reorganization in any Case, converting any Case to a case under chapter 7, dismissing any of the Chapter 11 Cases, withdrawing of the reference of any of the Chapter 11 Cases or any Successor Cases or providing for abstention from handling or retaining of jurisdiction of any of the Chapter 11 Cases in this Court, or terminating the joint administration of these Cases or by any other act or omission except as otherwise provided therein. The terms and provisions of this Final Order, including all of the DIP Protections, the Prepetition Adequate Protection, and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties, shall continue in full force and effect notwithstanding the entry of any such order, and such DIP Protections and Prepetition Adequate Protection shall continue in these proceedings and in any Successor Cases, and shall maintain their respective priorities as provided by this Final Order. Subject to the provisions of this Final Order and the DIP Loan Documents that permit the treatment of the DIP Obligations under the DIP Facility pursuant to a chapter 11 plan with respect to any of the Debtors, the DIP Obligations shall not be discharged by the entry of an order confirming a chapter 11 plan, the Debtors having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code.

17. **Credit Bidding.** Subject to section 363(k) of the Bankruptcy Code, the DIP Agent (or its assignee, which may be an acquisition vehicle) (at the direction of the Required DIP Lenders) shall have the right to credit bid up to the full amount of the outstanding DIP Obligations including any accrued interest and expenses, in any sale of DIP Collateral, whether such sale is effectuated through sections 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, and the Prepetition Agent (or its assignee, which may be an acquisition vehicle) (at the direction of the Required Prepetition Lenders), subject to the Challenge rights in Paragraph 7 hereof, shall have the unqualified right to credit bid up to the full amount of any remaining Prepetition Obligations in any sale of Prepetition Collateral, whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, subject, in each case, to the satisfaction of the DIP Obligations, or as otherwise consented to by the Required DIP Lenders. For the avoidance of doubt, no credit bid of DIP Obligations on account of the New Money Loans shall be subject to challenge for “cause” or otherwise.

18. **Disposition of DIP Collateral and Prepetition Collateral.** Except as contemplated by the DIP Documents, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or Prepetition Collateral other than in the ordinary course of business without the prior written consent of the Required DIP Lenders and the Required Prepetition Lenders (and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties).

19. **Insurance Policies.** The DIP Secured Parties, and the Prepetition Secured Parties are deemed to be named as additional insureds and loss payees on each insurance policy



maintained by the Debtors which in any way relates to the Collateral, subject in all respects to the relative priorities set forth therein and in this Final Order.

20. **Other Rights and Obligations.**

(a) Expenses. As and to the extent provided in the DIP Loan Documents, and to the extent set forth in the Approved Budget, the applicable Debtors will pay all reasonable fees of the DIP Agent and all reasonable expenses incurred by the DIP Agent and DIP Lenders (including, without limitation, the reasonable fees and disbursements of all counsel for the DIP Agent and DIP Lenders and any internal or third-party appraisers, consultants, and auditors advising the DIP Agent).

(b) Notice of Professional Fees. Professionals for the DIP Secured Parties and the Prepetition Secured Parties (collectively, the “Lender Professionals”) shall not be required to comply with the U.S. Trustee fee rules or guidelines or submit invoices to the Court, U.S. Trustee, the Committee or any other party-in-interest absent further court order. Copies of summary invoices shall be submitted to the Debtors, the U.S. Trustee and counsel for the Committee by such Lender Professionals. The summary invoices shall be sufficiently detailed to enable a determination as to the reasonableness of such fees and expenses; provided, however, that such summary invoices may be redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such summary invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine. If the Debtors, U.S. Trustee, or counsel for the Committee object to the reasonableness of the fees and expenses of any of the Lender Professionals and cannot resolve such objection, the Debtors, U.S. Trustee, or the Committee, as the case may be, shall file with the Court and serve on such

Lender Professionals an objection (the “Fee Objection”) limited to the issue of the reasonableness of such fees and expenses within ten (10) days of receipt of such invoices. Any hearing on an objection to payment of any fees, costs, and expenses set forth in a professional fee invoice shall be limited to the reasonableness or necessity of the particular items or categories of the fees, costs, and expenses that are the subject of such objection. The Debtors shall timely pay in accordance with the terms and conditions of this Final Order the undisputed fees, costs, and expenses reflected on any invoice irrespective of whether a Fee Objection has been timely filed. The Debtors shall indemnify the DIP Agent and the DIP Lenders (and other applicable parties) to the extent set forth in the DIP Loan Documents, including, without limitation, as provided in Section 9.05 of the DIP Credit Agreement. All such unpaid fees, costs, expenses, charges, and indemnities of the DIP Agent that have not been disallowed by this Court on the basis of an objection filed by the U.S. Trustee or the Committee (or any subsequent trustee of the Debtors’ estates) in accordance with the terms hereof shall constitute DIP Obligations and shall be secured by the DIP Collateral as specified in this Final Order.

(c) Binding Effect. Subject to Paragraph 7 above, the provisions of this Final Order, including all findings herein, and the DIP Loan Documents are binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, the Committee, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary or responsible person appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), whether in any of the Chapter 11 Cases, in any Successor Cases, or upon dismissal of any such Case or Successor Case; provided,

however, that the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 or chapter 11 trustee or other responsible person appointed for the estates of the Debtors in any Case or Successor Case.

(d) No Waiver. Neither the failure of the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under the Interim Order, this Final Order, the Prepetition Loan Documents, or otherwise (or any delay in seeking or exercising same), nor the failure of the DIP Secured Parties to seek relief or otherwise exercise their respective rights and remedies under the Interim Order, this Final Order, the DIP Loan Documents, or otherwise (or any delay in seeking or exercising same), shall constitute a waiver of any of such parties' rights hereunder, thereunder, or otherwise. Nothing contained in this Final Order (including, without limitation, the authorization of the use of any Cash Collateral) shall impair or modify any rights, claims, or defenses available in law or equity to any Prepetition Secured Party or any DIP Secured Party, including, without limitation, rights of a party to a swap agreement, securities contract, commodity contract, forward contract, or repurchase agreement with a Debtor to assert rights of setoff or other rights with respect thereto as permitted by law (or the right of a Debtor to contest such assertion). Except as prohibited by this Final Order, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, the ability of the Prepetition Secured Parties or the DIP Secured Parties under the Bankruptcy Code or under non-bankruptcy law to (i) request conversion of the Chapter 11 Cases to cases under chapter 7, dismissal of the Chapter 11 Cases, or the appointment of a trustee in the Chapter 11 Cases, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, any chapter 11 plan or plans with respect to any of the Debtors, or (iii) except as expressly provided herein,

exercise any of the rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Secured Parties or the Prepetition Secured Parties, respectively.

(e) No Third Party Rights. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary. None of the DIP Agent or the DIP Lenders shall be, solely by reason of having made loans under the DIP Facility, (i) deemed to be in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (a such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute) or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

(f) No Marshaling. Except as expressly set forth herein, neither the DIP Secured Parties nor the Prepetition Secured Parties shall be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral, as applicable.

(g) Amendments. The Debtors are authorized and empowered, without further notice and hearing or approval of this Court, to amend, modify, supplement, or waive any non-material provision of the DIP Loan Documents in accordance with the provisions thereof; *provided, however*, that any such amendment or other modification to the DIP Loan Documents shall take effect automatically five (5) days after the Committee’s receipt of written notice of such amendment or other modification (or such earlier time as agreed by the Committee), unless, prior to the expiration of such five (5) day period, the Committee provides to the Debtors and the DIP Agent a written objection, in which case, such amendment or other modification shall only take

effect upon the Court's approval thereof or upon a consensual resolution of the Committee's objection. No waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by or on behalf of all the Debtors and the DIP Agent (at the direction of Required DIP Lenders) and, except as provided herein, approved by this Court. Notwithstanding the foregoing, no waiver, modification or amendment of any of the provisions of this Final Order or the DIP Loan Documents that would directly and adversely affect the rights or interests of the Prepetition Secured Parties shall be effective unless also consented to in writing by the Prepetition Agent (at the direction of the Required Prepetition Lenders).

(h) Inconsistency. Notwithstanding anything to the contrary contained in any other orders of this Court, any payment made or to be made under such orders, any authorization contained in such orders, or any claim for which payment is authorized under such orders shall be subject to the requirements imposed on the Debtors under this Final Order, the Approved Budget, and the DIP Loan Documents.

(i) Enforceability. This Final Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052. 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 Final Order shall be immediately effective and enforceable upon its entry.

(j) Reservation of Rights. Nothing in this Final Order shall be deemed to constitute the consent of the DIP Secured Parties and the Prepetition Secured Parties, and each of the foregoing expressly reserve the right to object, to entry of any Order of the Court that provides for the sale of all or substantially all of the assets of the Debtors to any party unless, in connection and concurrently with any such event, the proceeds of such sale are or will be sufficient to Pay in

Full the DIP Obligations, the Prepetition Obligations, and the Prepetition Adequate Protection, and all of the foregoing are Paid in Full on the closing date of such sale.

(k) Headings. Paragraph headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in, interpreting this Final Order.

21. **Broward County**. Notwithstanding any other language in this Final Order, nothing herein shall prime or otherwise alter the Broward County Tax Collector's existing statutory tax liens on the Debtors' property to the extent such tax liens are valid, senior, perfected, and unavoidable. All parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Broward County Tax Collector are fully preserved.

22. **Texas Taxing Authorities**. Notwithstanding any provision in the Interim Order or this Final Order, to the extent that any Texas Taxing Authorities have valid, senior, perfected, enforceable and unavoidable liens as of the Petition Date for prepetition ad valorem taxes arising under state law on any DIP Collateral (the "Texas Tax Authority Liens"), then, for the avoidance of doubt, the Texas Tax Authority Liens shall be considered Prepetition Prior Liens, and the DIP Liens and Adequate Protection Liens shall not prime such Texas Tax Authority Liens. All parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Taxing Authorities are fully preserved. The "Texas Taxing Authorities" is defined as the following Texas ad valorem tax entities: Eagle Mountain-Saginaw ISD, Plano ISD, Richardson ISD, Cypress-Fairbanks ISD, Harris County ESD #9, Lone Star College System, Dallas County, and Tarrant County.

23. **Final Order Controls**. Except as specifically amended, superseded, or modified hereby, the provisions of the Interim Order and any actions taken by the Debtors, the DIP Secured

Parties, or the Prepetition Secured Parties in accordance therewith shall remain in effect and are hereby ratified by this Final Order. In the event of any inconsistency between the terms and conditions of the DIP Loan Documents, the Interim Order, or this Final Order, the provisions of this Final Order shall govern and control.

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

END OF DOCUMENT

*Prepared and presented by:*

**GREENBERG TRAURIG, LLP**

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)

Matthew A. Petrie (Ga. Bar No. 227556)

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com

petriem@gtlaw.com

*Counsel for the Debtors and  
Debtors in Possession*



**Exhibit A**

**DIP Credit Agreement**

(see attached)

## **Exhibit B**

### **Milestones**

In the case of each of the following Milestones, the terms and conditions, and all relevant documentation, including, for the avoidance of doubt, any asset purchase agreement or order approving the sale of the Debtors' assets under section 363 of the Bankruptcy Code, shall be in a form and substance acceptable to the Required DIP Lenders and the Required Prepetition Lenders.

<b>Date</b>	<b>Milestone</b>
March 16, 2025	▪ The Debtors shall have filed voluntary chapter 11 petitions.
March 18, 2025	▪ The Debtors shall have filed a motion to approve the DIP Facility and use of cash collateral. ▪ The Debtors shall have filed a motion to approve the bidding procedures and stalking horse purchase agreements.
March 19, 2025	▪ An interim order approving the DIP Facility and use of cash collateral shall have been entered.
April 16, 2025	▪ An order approving the bidding procedures and entry into the stalking horse asset purchase agreements shall have been entered.
April 24, 2025	▪ A final order approving the DIP Facility and use of cash collateral shall have been entered.
May 12, 2025	▪ One or more auctions for the sale of all or substantially all of the Debtors' assets shall have occurred (if necessary).
May 19, 2025	▪ One or more orders for the sale of all or substantially all of the Debtors' assets shall have been entered.
June 6, 2025	▪ The Debtors shall have filed a motion to approve solicitation procedures concurrently with a proposed combined plan and disclosure statement.
June 16, 2025	▪ One or more sales for all or substantially all of the Debtors' assets shall have closed and the proceeds used to repay the DIP Obligations and Prepetition Obligations. ▪ The DIP Obligations shall have been paid in full.
June 24, 2025	▪ An order conditionally approving the disclosure statement and solicitation procedures shall have been entered.
July 16, 2025	▪ Any transition services agreement period shall expire.
August 1, 2025	▪ An order confirming a plan of liquidation of the Debtors shall have been entered.
August 15, 2025	▪ The effective date of a plan of liquidation of the Debtors shall have occurred.

**Exhibit B**

**Blackline**

(see attached)

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket ~~No~~Nos. 17, 18, 32

~~INTERIM~~FINAL ORDER (A) AUTHORIZING THE ~~DEBTORS~~  
DEBTORS TO OBTAIN POSTPETITION FINANCING  
AND TO USE CASH  
COLLATERAL, (B) GRANTING LIENS AND  
SUPERPRIORITY CLAIMS, (C) GRANTING ADEQUATE PROTECTION,  
(D) MODIFYING THE AUTOMATIC  
STAY, AND (E) ~~SCHEDULING FINAL HEARING, AND (F)~~ GRANTING RELATED  
RELIEF

Upon the motion (the “Motion”) of the above-captioned debtors and debtors in  
possession (collectively, the “Debtors”) in the above-referenced chapter 11 cases (the “Chapter

<sup>1</sup> The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

11 Cases”) seeking entry of ~~an interim~~ final order (this “~~Interim~~ Final Order”) pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(e), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 507 and 552 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 7007-1, 9013-1, 9013-2, and 9014-2 of the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), and *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”), that, among other things:

(i) authorizes Debtor Air Pros Solutions, LLC (the “DIP Borrower”) to obtain, and the other Debtors, as guarantors (each, a “Guarantor”), to guarantee on a joint and several basis, a senior secured priming and superpriority postpetition financing (the “DIP Facility”) in the aggregate principal amount of \$20,000,000, composed of (a) a “new money” multiple delayed draw term loan facility in an aggregate principal amount of \$10,000,000 (the “New Money Loans”), all of which (~~x~~) ~~\$4,000,000 (the “Initial DIP Loans” to the extent not previously drawn)~~ will be made available to be drawn upon entry of this ~~Interim Order, and (y) an additional amount of up to \$6,000,000 (the “Final DIP Loans”) will be made available upon entry of the~~ Final Order (~~as defined below~~), and (b) a “rollup” (or conversion) of \$10,000,000 of Prepetition Obligations (as defined below) (the “Rollup Loans” and, together with the New Money Loans, the “DIP Loans”), all of which (~~x~~) ~~up to \$4,000,000 will be rolled up on a dollar-for-dollar basis immediately upon each funding of the Initial DIP Loans following entry of the Interim Order and (y) the remainder to the extent not previously rolled up)~~ will be rolled up immediately upon the first funding of ~~Final DIP~~ the New Money Loans following entry of ~~the~~ this Final Order (~~as defined below~~), in each case of the foregoing clauses (a) and

(b), subject to the terms and conditions of that certain *Senior Secured Priming and Superpriority Debtor-in-Possession Credit Agreement*, dated as of March 18, 2025, among the DIP Borrower, Air Pros Solutions Holdings, LLC (as Holdings), the Guarantors, Alter Domus (US) LLC, as disbursing agent and collateral agent (the “DIP Agent”), and financial institutions from time to time party thereto as lenders (the “DIP Lenders” and, together with the DIP Agent, the “DIP Secured Parties”) substantially in the form attached hereto as **Exhibit BA** (as such agreement may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms and the terms of the DIP Orders, the “DIP Credit Agreement”<sup>2</sup> and, together with the schedules and exhibits attached thereto and all agreements, documents, instruments, and amendments executed and delivered in connection therewith, including the “Loan Documents” as defined in the DIP Credit Agreement, the “DIP Documents”);

(ii) authorizes the Debtors to execute and deliver the DIP Documents and to perform such other acts as may be necessary, advisable, or appropriate in connection therewith and to incur, guarantee, pay, comply with, and perform all obligations owing thereunder to the DIP Secured Parties and granting the DIP Secured Parties allowed superpriority administrative expense claims in an amount of the DIP Obligations (as defined below) in each of the Chapter 11 Cases and in any Successor Case (as defined below), subject to the Carve-Out (as defined below);

(iii) grants to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, (x) liens on all of the DIP Collateral (as defined below) pursuant to sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code, which liens shall be senior to the Primed Liens (as

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the DIP Credit Agreement.

defined below) and shall be junior solely to any valid, enforceable, and non-avoidable liens that are (A) in existence on the Petition Date, (B) either perfected as of the Petition Date or perfected subsequent to the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code, and (C) senior in priority to the Prepetition Liens (as defined below) after giving effect to any intercreditor or subordination agreement, each as amended, restated, supplemented or otherwise modified from time to time prior to the Petition Date (all such liens, collectively, the “Prepetition Prior Liens”); provided, however, that the term “Prepetition Prior Liens” as used herein shall exclude the Prepetition Liens (as defined below); provided, further, for the avoidance of doubt, the term “Prepetition Prior Liens” shall include the valid, perfected, first priority security interest of American Express Travel Related Services Company, Inc. in that certain Certificate of Deposit account in the amount of \$460,000 obtained by Debtor East Coast Mechanical, LLC from American Express National Bank, and (y) pursuant to section 364(c)(1) of the Bankruptcy Code, superpriority administrative expense claims having recourse to all prepetition and postpetition property of the Debtors’ estates, now owned or hereafter acquired, ~~including, upon entry of the Final Order,~~ any Debtors’ rights under section 506(c) of the Bankruptcy Code and the proceeds thereof;

(iv) authorizes the Debtors to use “cash collateral,” as such term is defined in section 363 of the Bankruptcy Code (the “Cash Collateral”), including Cash Collateral in which the Prepetition Secured Parties (as defined below) and/or the DIP Secured Parties have a lien or other interest, in each case whether existing on the Petition Date, arising pursuant to ~~this~~the Interim Order (as defined below), this Final Order, or otherwise;

(v) authorizes the Debtors to provide the Prepetition Secured Parties (as defined below) the Prepetition Adequate Protection (as defined below) as set forth herein;

(vi) ~~ing~~es certain stipulations by the Debtors with respect to the Prepetition Credit Documents and the Prepetition Collateral (each as defined herein) as set forth herein;

(vii) modifies the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents ~~and this, the~~ Interim Order, and this Final Order; and

~~(viii) schedules a final hearing (the “Final Hearing”) on the Motion to be held on or prior to the Interim Period Outside Date (as defined below) to consider entry of a final order (the “Final Order,” and together with the Interim Order, the “DIP Orders”), which grants all of the relief requested in the Motion on a final basis and which final order shall be in form and substance (including with respect to any subsequent modifications to the form or substance made in response to objections of other creditors or the Court) acceptable to (a) the Required DIP Lenders, (b) the Required Prepetition Lenders (as defined below), (c) to the extent that any modifications to the form and substance of the Final Order shall affect the rights or duties of the Prepetition Agent, the Prepetition Agent, and (d) to the extent that any modifications to the form and substance of the Final Order shall affect the rights or duties of the DIP Agent, the DIP Agent; and~~

(viii) ~~(ix)~~ waives any applicable stay (including under Bankruptcy Rule 6004) and provides for immediate effectiveness of this ~~Interim~~Final Order.

This Court having considered the Motion, the DIP Credit Agreement, the *Declaration of Andrew D.J. Hede in Support of Chapter 11 Filings and First Day Pleadings* [Docket No. 8] (the “First Day Declaration”), the *Declaration of Jeffrey Finger in Support of the Emergency Motion of the Debtors for Entry of Interim and Final Orders (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and*



*Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, (E) Scheduling Final Hearing, and (F) Granting Related Relief [Docket No. 18]* (the “DIP Declaration”) and the evidence submitted ~~or proffered~~ and arguments made at the interim hearing on this ~~Interim~~ Final Order held on March 18, 2025 (the “Interim Hearing”); ~~an Interim~~ and the Court having entered the Interim Order (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, (E) Scheduling Final Hearing, and (F) Granting Related Relief [Docket No. 32] (the “Interim Order”), scheduled the final hearing (the “Final Hearing”) to consider entry of this Final Order on April 14, 2025, and the Final Hearing having been held and concluded on ~~March 18~~ April 23, 2025; and it appearing that approval of the ~~interim~~ relief requested in the Motion ~~is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing and otherwise~~ is fair and reasonable and in the best interests of the Debtors, their creditors, their estates and all parties in interest, and is essential for the continued operation of the Debtors’ business; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

**THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

**A. Petition Date.** On March 16, 2025 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Georgia (this “Court”). The Debtors have continued to manage and operate their businesses and properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. ~~As of the date hereof, no~~

~~statutory committee of unsecured creditors (if such committee is appointed, the~~  
~~“Committee”), trustee, or examiner has been appointed in the Chapter 11 Cases.~~ On March  
16, 2025, this Court entered an order directing joint administration of the Chapter 11 Cases.  
[Docket No. 4] (as amended by Docket No. 85). On March 31, 2025, the Office of the  
United States Trustee for the Northern District of Georgia (the “U.S. Trustee”) appointed a  
statutory committee of unsecured creditors (the “Committee”) [Docket No. 111].

**B. Jurisdiction and Venue.** This Court has core jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue for the Chapter 11 Cases and proceedings on the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, Local Rules 7007-1, 9013-1, 9013-4, and 9014-2, and Section G of the Complex Case Procedures.

~~C. Notice. The Interim Hearing was held pursuant to the authorization of~~  
~~Bankruptcy Rule 4001. Pursuant to Bankruptcy Rule 4001(b), (c) and (d), notice of the~~  
~~Interim Hearing and the emergency relief requested in the Motion has been provided by~~  
~~the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to~~  
~~certain parties in interest, including: (i) the Office of the United States Trustee for the~~  
~~Northern District of Georgia (the “U.S. Trustee”), (ii) those entities or individuals included~~  
~~on the Debtors’ list of 30 largest unsecured creditors on a consolidated basis, (iii) the~~  
~~Prepetition Agent (as defined below), (iv) the DIP Agent, and (v) counsel to the Prepetition~~  
~~Agent and the DIP Agent.~~

C. Notice. Notice of the Motion, the relief requested therein, and the Final Hearing has been provided in accordance with Local Rule 9007-2, and no other further notice of the Motion or entry of this Final Order shall be required. Under the circumstances, the notice given by the Debtors of the final relief requested in the Motion and of the Final Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 2002, 4001(b) and (c) and 9014, and Procedure D of the Complex Case Procedures, and no further notice of the relief sought at the Final Hearing is necessary or required.

**D. Debtors' Stipulations Regarding the Prepetition Obligations.** Without prejudice to the rights of the Committee and other parties in interest solely to the extent set forth in Paragraph 7 below, the Debtors admit, stipulate, acknowledge, and agree (and this Paragraph D hereof shall be referred to herein collectively as the "Debtors' Stipulations") as follows:

(i) Prepetition Obligations. Pursuant to that certain Credit Agreement, dated as of October 31, 2022 (as amended, restated, supplemented or otherwise modified from time to time in accordance with terms prior to the Petition Date, the "Prepetition Credit Agreement" and, collectively with any other agreements, documents, or instruments executed or delivered in connection therewith, and all other "Loan Documents" as defined therein, each as may be amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition Loan Documents"), among Air Pros Solutions Holdings, LLC ("Holdings"), Air Pros Solutions, LLC ("Borrower") and the Subsidiary Guarantors (as defined in the Prepetition Credit Agreement, together with Holdings and the Borrower, the "Prepetition Loan Parties"), the Lenders (as defined in the Prepetition Credit Agreement, the "Prepetition Lenders"), and Alter Domus (US) LLC, as disbursing agent and collateral agent (in such capacity, the "Prepetition

Agent” and, together with the Prepetition Lenders, the “Prepetition Secured Parties”), the Prepetition Lenders agreed to extend certain loans and make other financial accommodations to the Prepetition Loan Parties. All liabilities and other obligations of the Debtors arising under the Prepetition Loan Documents and applicable law and all other “Obligations” (as defined in the Prepetition Credit Agreement) shall collectively be referred to herein as the “Prepetition Obligations.”

(ii) Prepetition Liens and Prepetition Collateral. Pursuant to the Security Documents (as defined in the Prepetition Credit Agreement) (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “Prepetition Security Documents”), by and among each of the Prepetition Loan Parties and the Prepetition Agent, each Prepetition Loan Party granted to the Prepetition Agent, in its capacity as collateral agent, for the benefit of itself and the other Prepetition Secured Parties, to secure the Prepetition Obligations, a security interest in and continuing lien (the “Prepetition Liens”) on substantially all of the Prepetition Loan Parties’ assets and properties (including Cash Collateral). All “Collateral,” as defined in the Prepetition Credit Agreement, granted or pledged by the Prepetition Loan Parties pursuant to any Prepetition Security Document or any other Prepetition Loan Document shall collectively be referred to herein as the “Prepetition Collateral.” As of the Petition Date, (I) the Prepetition Liens (a) are valid, binding, enforceable, and perfected liens, (b) were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value, (c) are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law (except for the priming contemplated herein), and (d) are subject and subordinate only to (1) the DIP Liens (as defined below), (2) the Carve-Out (as defined below),

and (3) the Prepetition Prior Liens, and (II) (x) the Prepetition Obligations constitute legal, valid, and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Prepetition Loan Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (y) no setoffs, recoupments, offsets, defenses, or counterclaims to any of the Prepetition Obligations exist, and (z) no portion of the Prepetition Obligations or any transfers made to any or all of the Prepetition Secured Parties are subject to avoidance, recharacterization, recovery, subordination, attack, recoupment, offset, counterclaim, defense, or “claim” (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except for the priming contemplated herein.

(iii) Amounts Owed under Prepetition Loan Documents. As of the Petition Date, the Debtors owed the Prepetition Secured Parties, pursuant to the Prepetition Loan Documents, without defense, counterclaim, or offset of any kind, in respect of Loans (as defined in the Prepetition Credit Agreement) made by the Prepetition Secured Parties, an aggregate principal amount of not less than \$220,406,882.85, *plus* any other Prepetition Obligations, including all accrued and hereafter accruing and unpaid interest thereon and any additional fees, expenses (including any reasonable attorneys’, accountants’, appraisers’, and financial advisors’ fees and expenses that are chargeable or reimbursable under the Prepetition Loan Documents), and other amounts now or hereafter due under the Prepetition Loan Documents and applicable law.

(iv) Release of Claims. Subject to ~~entry of the Final Order, and to~~ the reservation of rights set forth in Paragraph 7 below, each Debtor and its estate ~~shall be~~ are deemed to have forever waived, discharged, and released each of the Prepetition Secured Parties and their respective affiliates, assigns or successors and the respective members, managers,

equity security holders, affiliates, agents, attorneys, financial advisors, consultants, officers, directors, employees and other representatives of the foregoing (all of the foregoing, collectively, the “Prepetition Secured Party Releasees”) from any and all “claims” (as defined in the Bankruptcy Code), counterclaims, causes of action (including, without limitation, causes of action in the nature of “lender liability” and causes of action for usury or penalty or damages therefor, from any advances or loans, or from the contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate), defenses, setoff, recoupment, other offset rights, and other rights of disgorgement or recovery against any and all of the Prepetition Secured Party Releasees, whether arising at law or in equity, relating to and/or otherwise in connection with the Prepetition Loan Documents, the Prepetition Obligations, the Prepetition Liens, or the debtor-creditor relationship between any of the Prepetition Secured Parties, on the one hand, and any of the Prepetition Loan Parties and/or their affiliates, on the other hand, including, without limitation, (i) any recharacterization, subordination, avoidance, disallowance, 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 non-bankruptcy law and (ii) any right, basis, or action to challenge or object to the amount, validity, or enforceability of the Prepetition Obligations or any transfers made on account of the Prepetition Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition Liens.

**E. Findings Regarding the DIP Facility.**

(i) Need for Postpetition Financing. The Debtors have an urgent and immediate need to obtain the DIP Facility and to use Cash Collateral to, among other things, permit the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers, and customers, to make payroll, to make capital

expenditures, to satisfy other working capital and operational needs, to complete the Debtors' marketing and sale process, and to otherwise preserve and maximize the value of the Debtors' estates. The Debtors' access to sufficient working capital and liquidity through the use of Cash Collateral and borrowing under the DIP Facility is vital to a successful sale and/or to otherwise preserve the enterprise value of the Debtors' estates. Immediate and irreparable harm will be caused to the Debtors and their estates if immediate financing is not obtained and permission to use Cash Collateral is not granted, in each case in accordance with the terms of this ~~Interim~~Final Order and the DIP Loan Documents.

(ii) No Credit Available on More Favorable Terms. As set forth in the Motion, the First Day Declaration and the DIP Declaration, the Debtors have determined, at the time hereof, that no acceptable financing on more favorable terms is available. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit on terms acceptable to the Debtors allowable only under sections 364(c)(1), 364(c)(2), or 364(c)(3) of the Bankruptcy Code. The Debtors are unable to obtain secured credit under section 364(d)(1) of the Bankruptcy Code without (a) granting to the DIP Secured Parties the rights, remedies, privileges, benefits, and protections provided herein and in the DIP Loan Documents, including, without limitation, the DIP Liens and the DIP Superpriority Claims (each as defined below), (b) allowing the DIP Lenders to provide (or to permit to remain outstanding, as applicable) the loans, letters of credit, and other financial accommodations under the DIP Facility on the terms set forth herein and in the DIP Loan Documents (all of the foregoing described in clauses (a) and (b) above, including, without limitation, the DIP Liens and the DIP Superpriority Claims,

collectively, the “DIP Protections”), and (c) providing the respective Prepetition Secured Parties the adequate protection more fully described in Paragraph 4 below.

(iii) Adequacy of the Approved Budget. As set forth in the DIP Loan Documents, the Debtors have prepared and delivered to the DIP Secured Parties, ~~the a~~ Supplemental Approved Budget, ~~a summary copy of which is attached as Exhibit A hereto (it being understood that the budget summarized on Exhibit A hereto has already been so approved). The Approved~~ which constitutes an Approved Budget.<sup>3</sup> Such Approved Budget has been reviewed by the Debtors, their management, and their advisors. The Debtors, their management, and their advisors believe the Approved Budget and the estimate of administrative expenses due or accruing during the period covered by the Approved Budget were developed using reasonable assumptions, and based on those assumptions, the Debtors believe there should be sufficient available assets to pay all administrative expenses due or accruing during the period covered by the Approved Budget. As a condition to ~~entry into the DIP Credit Agreement,~~ ~~the~~ the additional extensions of credit under the DIP Facility, and the continued authorization to use Cash Collateral, the DIP Secured Parties require, and the Debtors have agreed, that proceeds of the DIP Facility and the Cash Collateral shall be used in a manner consistent with the terms and conditions of the DIP Loan Documents and this ~~Interim~~ Final Order and in accordance with the Approved Budget (subject to Permitted Variances (as defined herein)).

F. Adequate Protection for Prepetition Secured Parties. Based on the record at the Interim Hearing and the Final Hearing, the Prepetition Secured Parties have negotiated in

<sup>3</sup> Notwithstanding anything to the contrary contained in the Approved Budget in effect at the time of this Final Order, the line item for the Committee’s Professional fees and expenses for the budget period ending on July 18, 2025 (the “July 18 Budget Period”), shall be \$850,000 in the aggregate (which amount shall not be reduced without the Committee’s consent). In addition, the Committee’s professional fees and expenses set forth in any subsequent Approved Budget covering the July 18 Budget Period shall not be reduced without the Committee’s prior consent.



good faith regarding the Debtors' use of the Prepetition Collateral (including the Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses. The Prepetition Agent (on behalf of and at the direction of the Prepetition Secured Parties)<sup>34</sup> has agreed to permit the Debtors to use the Prepetition Collateral, including the Cash Collateral, ~~during the Interim Period (as defined below)~~, subject to the terms and conditions set forth herein, including the protections afforded a party acting in "good faith" under section 364(e) of the Bankruptcy Code. In addition, the DIP Facility contemplated hereby provides for a priming of the Prepetition Liens pursuant to section 364(d) of the Bankruptcy Code. The Prepetition Secured Parties are entitled to adequate protection as set forth herein, including, with respect to the Rollup Loans (as defined below) ~~upon entry of the Final Order~~, pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code. Based on the Motion and the record presented to the Court at the Interim Hearing and the Final Hearing, the terms of the proposed adequate protection arrangements, use of the Cash Collateral of the Prepetition Secured Parties, and the DIP Facility contemplated hereby are fair and reasonable, reflect the Debtors' prudent exercise of business judgment, and constitute reasonably equivalent value and fair consideration for the consent of the Prepetition Secured Parties.

G. Section 552. ~~Subject to entry of the Final Order, in~~In light of the subordination of their liens and superpriority administrative expense claims (i) in the case of the DIP Secured Parties, to the Carve-Out (as defined below) and (ii) in the case of the Prepetition Secured Parties, to the Carve-Out, the DIP Superpriority Claims (as defined below), and the DIP Liens, each of the DIP Secured Parties and the respective Prepetition Secured Parties is hereby

<sup>34</sup> Prepetition Secured Parties holding 100% of the Prepetition Obligations have expressly consented to the entry of this ~~Interim~~Final Order and the relief provided herein. For avoidance of doubt, the Prepetition Secured Parties expressly consented to the terms of the DIP Credit Agreement and the other DIP Loan Documents and the entry of the DIP Orders, subject to the terms herein.

entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception shall not apply.

**H. Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) Based on the record at the Interim Hearing [and the Final Hearing](#), the DIP Lenders are willing to provide the DIP Facility to the Debtors, and the Prepetition Secured Parties are willing to consent to the Debtors’ use of Cash Collateral, in each case ~~during the Interim Period~~ in accordance with, and pursuant to, this ~~Interim~~[Final](#) Order and the DIP Loan Documents, as applicable.

(ii) Based on the record at the Interim Hearing [and the Final Hearing](#), the terms and conditions of the DIP Facility as set forth in the DIP Loan Documents and this ~~Interim~~[Final](#) Order, and the fees, expenses, and other charges paid and to be paid thereunder or otherwise in connection therewith, are fair, reasonable, and the best available under the circumstances, and the Debtors’ agreement to the terms and conditions of the DIP Loan Documents and to the payment of such fees reflect the Debtors’ exercise of prudent business judgment consistent with their fiduciary duties. Such terms and conditions are supported by reasonably equivalent value and fair consideration.

(iii) Based on the record at the Interim Hearing [and the Final Hearing](#), the DIP Facility and the DIP Loan Documents were negotiated in good faith and at arm’s length among the Debtors and the DIP Secured Parties with the assistance and counsel of their respective advisors, and all of the DIP Obligations (as defined below) shall be deemed to have been extended by the DIP Secured Parties and their affiliates for valid business purposes and uses and in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code or this

~~Interim~~Final Order, and the DIP Liens, the DIP Superpriority Claims and the other DIP Protections ~~shall be~~are entitled to the full protection of section 364(e) of the Bankruptcy Code.

**I. Relief Essential; Best Interest.** For the reasons stated above, the Debtors have requested immediate entry of this ~~Interim~~Final Order pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2), and the Local Rules. Absent granting the relief set forth in this ~~Interim~~Final Order, the Debtors' estates and their ability to successfully sell their assets or otherwise preserve the enterprise value of the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Facility on a final basis and authorization of the continued use of Cash Collateral in accordance with this ~~Interim~~Final Order and the DIP Loan Documents is therefore in the best interests of the Debtors' estates and consistent with their fiduciary duties.

**NOW, THEREFORE**, on the Motion and the record before this Court with respect to the Motion, and with the consent of the Debtors, the Prepetition Agent (on behalf of the Prepetition Secured Parties), and the DIP Agent (on behalf of the DIP Secured Parties) to the form and entry of this ~~Interim~~Final Order, and good and sufficient cause appearing therefor,

**IT IS ORDERED that:**

1. **Motion Granted.** The Motion is hereby granted in accordance with the terms and conditions set forth in this ~~Interim~~Final 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.

2. **DIP Loan Documents and DIP Protections.**

(a) **Approval of DIP Loan Documents.** The Debtors are expressly and immediately authorized to ~~establish~~consummate the DIP Facility on a final basis, to ~~execute, deliver, and~~ perform under the DIP Loan Documents and this ~~Interim~~Final Order, to incur the

remaining DIP Obligations (including the Rollup Loans) in accordance with, and subject to, the terms of this ~~Interim~~Final Order and the DIP Loan Documents, and to execute, deliver, and perform under all other instruments, certificates, agreements, and documents which may be required or necessary for the performance by the Debtors under the DIP Loan Documents and the creation and perfection of the DIP Liens described in, and provided for, by this ~~Interim~~Final Order and the DIP Loan Documents. The Debtors are hereby authorized to do and perform all acts and pay the principal, interest, fees, expenses, and other amounts described in the DIP Loan Documents as such become due pursuant to the DIP Loan Documents and this ~~Interim~~Final Order, including, without limitation, all closing fees, arranger fees, commitment fees, and reasonable attorneys', financial advisors', and accountants' fees, and disbursements arising under the DIP Loan Documents ~~and this, the~~ Interim Order, and this Final Order, which amounts shall not be subject to further approval of this Court, shall be non-refundable and shall not otherwise be subject to a Challenge (as defined below) pursuant to Paragraph 7 hereof or otherwise; provided, however, that the fees and expenses of Lender Professionals (as defined below) shall be subject to Paragraph 20(b) hereof. ~~Upon their execution and delivery, the~~The DIP Loan Documents ~~shall~~ represent valid and binding obligations of the applicable Debtors enforceable against such Debtors in accordance with their terms. Each officer of a Debtor is authorized execute and deliver each of the DIP Loan Documents, such execution and delivery to be conclusive evidence of such officer's respective authority to act in the name of and on behalf of the Debtors. Notwithstanding anything to the contrary contained herein, the DIP Secured Parties shall not exercise any Board Observer rights set forth in Section 5.15 of the DIP Credit Agreement.

(b) DIP Obligations. For purposes of this ~~Interim~~Final Order, the term “DIP Obligations” shall mean all amounts and other obligations and liabilities owing by the Debtors under the DIP Loan Documents (including, without limitation, all “Obligations” as defined in the DIP Credit Agreement and obligations and liabilities owing by the Debtors on account of the Rollup Loans) and shall include, without limitation, the principal of, interest on, fees, costs, expenses, and other charges owing in respect of, such amounts (including, without limitation, any reasonable attorneys’, accountants’, financial advisors’, and other fees, costs, and expenses that are chargeable or reimbursable under the DIP Loan Documents and/or this ~~Interim~~Final Order), and any obligations in respect of indemnity claims, whether contingent or otherwise; provided, however, payment of any fees and expenses of Lender Professionals shall be subject to Paragraph 20(b) hereof.

(c) Authorization to Incur DIP Obligations. To enable the Debtors to continue to operate their business, ~~during the period from the entry of this Interim Order through and including the earliest to occur of (i) the entry of the Final Order, (ii) April 16, 2025, (iii) the Termination Declaration Date (as defined below), in each case unless extended by written agreement of the Debtors and the Required DIP Lenders without further order of this Court (such earliest date, as may be extended pursuant to this Paragraph 2(c), the “Interim Period Outside Date” and, the period from the entry of this Interim Order through and including Interim Period Outside Date, the “Interim Period”),~~ and subject to the terms and conditions of this ~~Interim~~Final Order and the DIP Loan Documents, including, without limitation, the Budget Covenants as defined and contained in Paragraph 2(f) below, the DIP Borrower is hereby authorized to borrow New Money Loans in an aggregate principal amount of up to \$410,000,000. ~~Upon entry of a Final Order, the~~The DIP

Borrower ~~shall~~is, subject to the terms of the DIP Loan Documents, the Approved Budget, and ~~such~~this Final Order, ~~be~~-entitled to borrow all New Money Loan amounts under the DIP Facility and use Cash Collateral to fund the Debtors' working capital and other general corporate needs and pay such other amounts required or allowed to be paid pursuant to the DIP Loan Documents, the Approved Budget, ~~the~~this Final Order, and any other orders of this Court.

(d) Rollup Loans. ~~Following entry of this Interim Order,~~ Prepetition Obligations in the aggregate amount of up to \$410,000,000 less the amount previously converted into Rollup Loans under the Interim Order shall immediately and automatically be deemed to have been converted on a dollar-for-dollar basis into DIP Obligations and incurred as Rollup Loans under the DIP Facility concurrently with ~~each funding of the Initial DIP Loans, and subject to and only following entry of a Final Order, Prepetition Obligations in the amount of \$10,000,000 less the amount previously converted into Rollup Loans under the Interim DIP Order shall immediately and automatically be deemed to have been converted into DIP Obligations and incurred as Rollup Loans under the DIP Facility concurrently with~~ the first funding of the ~~Final DIP~~New Money Loans pursuant to this Final Order; provided that the Rollup Loans shall be subject to challenge during the Challenge Period. The Rollup Loans shall be authorized as compensation for, and in consideration for, and solely on account of, the agreement of Prepetition Lenders to, among other things, provide liquidity relief and permit access to Cash Collateral, and the agreement of the DIP Lenders to provide new-money liquidity and permit access to Cash Collateral, and not as payments under, adequate protection for, or otherwise on account of, any Prepetition Obligations. The Prepetition Lenders would not have otherwise consented to the use of their Cash Collateral or the subordination of their liens to the DIP Liens, and the DIP Secured Parties would not be willing

to provide new-money liquidity, without the inclusion of the Rollup Loans in the DIP Obligations upon entry of ~~this~~the Interim Order ~~or the~~and this Final Order, ~~as applicable~~.

(e) Approved Budget.

(i) ~~Attached hereto as Exhibit A is a 13-week cash flow budget~~  
~~(the “Initial Approved Budget”)~~. Commencing on April 9, 2025, and continuing every fourth Wednesday thereafter (i.e., every four weeks), the Debtors did and shall continue to prepare and deliver to the DIP Agent, DIP Lenders, and the Prepetition Agent an updated “rolling” 13-week cash flow budget, substantially in the form of the 13-week cash flow budget attached as Exhibit A to the Interim Order (the “Initial Approved Budget”), that sets forth projected aggregate cash receipts and operating disbursements on a weekly basis, which, once approved in writing by the DIP Lenders constituting Required Lenders under, and as defined in, the DIP Credit Agreement (collectively, the “Required DIP Lenders”), the Required Prepetition Lenders, each in their respective sole discretion, did and shall continue to supplement and replace the Initial Approved Budget or Supplemental Approved Budget, as applicable, ~~then~~therefore in effect (each such updated budget that has been approved in writing by the Required DIP Lenders and the Required Prepetition Lenders, a “Supplemental Approved Budget”) without further notice, motion, or Court order; provided, however, that unless and until the Required DIP Lenders and the Required Prepetition Lenders have approved such updated budget in writing, the Debtors shall remain subject to and be governed by the terms of the Initial Approved Budget or Supplemental Approved Budget, as applicable, then in effect, and none of the DIP Secured Parties and Prepetition Secured Parties shall, as applicable, have any obligation to fund such updated “rolling budget” or permit the use of Cash Collateral

with respect thereto, as applicable. Any Supplemental Approved Budget shall be promptly provided to the Committee. The Initial Approved Budget and any Supplemental Approved Budget, whichever is then in effect, shall constitute the “Approved Budget.”

(ii) Beginning the second full week following the Petition Date, not later than 11:59 p.m. (prevailing Eastern Time) on Wednesday of each week, the Debtors did and shall continue to deliver to the Required DIP Lenders and the Required Prepetition Lenders (with concurrent copies to the Committee ~~(if appointed)~~ and the U.S. Trustee) a cash flow reconciliation and variance report in form and detail acceptable to the Required DIP Lenders and Required Prepetition Lenders (a “Variance Report”) that shows (a) comparisons of actual results on an aggregate basis against the Approved Budget for the prior periods ended and (b) for the Variance Report delivered following the end of the second full week following the Petition Date and every second week thereafter, a report setting forth compliance or non-compliance with the Permitted Variance for such Testing Period (as defined herein). The first testing period (this and each subsequent testing period, a “Testing Period”) ~~shall be~~ was the period from the Petition Date through the end of the second full week after the end of the Petition Date, the second Testing Period shall be the period from the Petition Date through the end of fourth full week after the Petition Date, and each Testing Period thereafter shall be the rolling four-week period ending two weeks after the last day of the previous Testing Period. As used herein, “Permitted Variance” means: (x) the cumulative total of actual cash operating disbursements on an aggregate basis during the applicable Testing Period does not exceed 115.0% of the total sum of budgeted operating disbursements during the



same period, and (y) for each cash receipts line item, the cumulative total of actual cash receipts is not less than 85.0% of the total budgeted amount for such line item during the same period. The Variance Report shall also provide a commercially reasonable narrative explanation of each variance. For the avoidance of doubt, the cash disbursements considered for determining compliance with the Approved Budget shall exclude (i) the Debtors' disbursements in respect of professional fees paid to professionals of the Debtors and the Committee ~~(if appointed)~~, and (ii) fees, costs and expenses of the DIP Secured Parties and Prepetition Secured Parties (collectively, "Restructuring Fees").

(iii) The Debtors' payment of any expenses or other disbursements other than those set forth in the Approved Budget (subject to Permitted Variances) or otherwise permitted by the DIP Documents or this ~~Interim~~Final Order, in each case without the written consent of the Required DIP Lenders or the Required Prepetition Lenders, shall constitute a Termination Event; provided, further, that in the case of the Restructuring Fees, the Debtors shall pay such fees, costs and expenses in accordance with the DIP Documents and the DIP Orders, without being limited by the Approved Budget or constituting a Termination Event. The foregoing budget-related covenants set forth in this Paragraph 2(e) are collectively referred to herein as the "Budget Covenants."

(f) Termination Events. The occurrence of any of the following events, unless waived in writing by the Required DIP Lenders and the Prepetition Lenders constituting "Required Lenders" under the Prepetition Credit Agreement (the "Required Prepetition Lenders") shall constitute a termination event under this ~~Interim~~Final Order and the DIP Loan Documents (each, a "Termination Event"):

(i) the occurrence of any Event of Default (as defined in the DIP Credit Agreement);

- (ii) the failure of the Debtors to comply with any of the Budget Covenants that has not been waived in writing by the Required DIP Lenders or the Required Prepetition Lenders after two days (which waiver may be done via email);
- (iii) the failure of the Debtors to meet any of the milestones and related deadlines set forth on Exhibit CB to this InterimFinal Order (as the same may be extended by the Required DIP Lenders and the Required Prepetition Lenders in writing, the “Milestones”), or the filing of any motion or other pleading by the Debtors seeking relief inconsistent with the Milestones, or any terms and conditions or relevant documentation contemplated by the Milestones, including, for the avoidance of doubt, any asset purchase agreement or order approving the sale of the Debtors’ assets under section 363 of the Bankruptcy Code, are not in a form and substance acceptable to the Required DIP Lenders and the Required Prepetition Lenders;
- (iv) obtaining, after the Petition Date, credit or incurring indebtedness that is (A) secured by a security interest, mortgage or other lien on all or any portion of the Prepetition Collateral which is equal or senior to any security interest, mortgage or other lien of the DIP Agent and/or the Prepetition Agent, as applicable, or (B) entitled to priority administrative status which is equal or senior to that granted to the DIP Agent and/or the Prepetition Agent, as applicable, pursuant to this InterimFinal Order, unless used to indefeasibly repay the DIP Obligations and/or the Prepetition Obligations, as applicable;
- (v) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto by the Debtors in the Chapter 11 Cases, or the entry of an order (A) to obtain additional financing under Section 364(c) or Section 364(d) of the Bankruptcy Code from any person other than the DIP Lenders not otherwise permitted by this this InterimFinal Order or the DIP Loan Documents, or (B) except as provided in this InterimFinal Order, to grant any lien other than Permitted Encumbrances (as defined in the DIP Credit Agreement) upon or affecting any DIP Collateral or Prepetition Collateral;
- (vi) the dismissal of any of the Chapter 11 Cases or the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;
- (vii) any failure by the Debtors to make adequate protection payments or other payments to the Prepetition Agent, and/or the Prepetition Secured Parties, as applicable, as set forth in this InterimFinal Order when due;
- (viii) the entry of an order which has not been withdrawn, dismissed or reversed (A) appointing an interim or permanent trustee in the Chapter 11 Cases or the appointment of an examiner or other responsible person with expanded powers in the Chapter 11 Cases, (B) granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code (x) to allow any creditor to execute upon or enforce a lien on or security interest in any DIP Collateral and/or Prepetition

Collateral in excess of \$100,000 or (y) with respect to any lien of or the granting of any lien on any DIP Collateral and/or Prepetition Collateral to any state or local environmental or regulatory agency or authority, (in each case with a value in excess of \$250,000), or (C) amending, supplementing, staying, reversing, vacating or otherwise modifying any of this **InterimFinal** Order, or the DIP Agent's or the DIP Lenders', the Prepetition Agents', and/or the Prepetition Secured Parties' rights, benefits, privileges or remedies under this **InterimFinal** Order, as applicable;

- (ix) the Debtors consolidating or combining with any other person except pursuant to a confirmed plan of reorganization;
- (x) the reversal, vacatur, or modification (without the express prior written consent of the Required DIP Lenders and the Required Prepetition Lenders) of this **InterimFinal** Order or any provision thereof, or reversal, vacatur, or modification (without the express prior written consent of the DIP Agent and the DIP Lenders, the Prepetition Agent and the Prepetition Lenders) of any provision of this **InterimFinal** Order directly and adversely affecting the rights of the DIP Secured Parties or Prepetition Secured Parties;
- (xi) the use, remittance or the application of the Prepetition Collateral or proceeds of the Prepetition Collateral in contravention of the terms of this **InterimFinal** Order;
- (xii) without the prior written consent of the Required DIP Lenders and/or Required Prepetition Lenders, as applicable, the Debtors incurring, creating, assuming, suffering to exist or permitting any superpriority claim in the Chapter 11 Cases that is pari passu with or senior to the claims of the DIP Secured Parties and/or Prepetition Secured Parties, as applicable, other than the Carve-Out; or
- (xiii) the termination ~~or modification of each of any~~ Debtor's<sup>2</sup> ~~exclusivity as to the proposal set forth under the~~ right to file a plan of reorganization or liquidation under section 1121 of the Bankruptcy Code.

(g) Interest, Fees, Costs and Expenses. The DIP Obligations shall bear interest at the rates, and be due and payable (and paid), as set forth in, and in accordance with the terms and conditions of, this **InterimFinal** Order and the DIP Loan Documents, in each case without further notice, motion, or application to, order of, or hearing before, this Court. The Debtors shall pay on demand all fees, costs, expenses (including, subject to Paragraph 20(b) hereof, reasonable fees of the DIP Agent and the reasonable out-of-pocket legal and other

professional fees and expenses of the DIP Agent and DIP Lenders) and other charges in accordance with the terms of the DIP Loan Documents. Notwithstanding any provision herein to the contrary, all fees described in the DIP Credit Agreement are fully earned, all paid portions of such fees are finally allowed and non-refundable, all unpaid portions of such fees shall be immediately payable by the Debtors upon entry of this ~~Interim~~Final Order, and the payment of such fees, costs, and expenses shall not be subject to Challenge pursuant to Paragraph 7 hereof or otherwise.

(h) Use of DIP Facility Proceeds and Proceeds of DIP Collateral. The Debtors shall use the proceeds of all DIP Collateral (as defined below) and the DIP Loans solely in accordance with this ~~Interim~~Final Order and the applicable provisions of the DIP Loan Documents. Without limiting the foregoing, the Debtors shall not be permitted to use the proceeds of the DIP Collateral and the DIP Loans to make any payments on account of any prepetition debt or obligation prior to the effective date of a chapter 11 plan or plans with respect to any of the Debtors, except with respect to (i) the Prepetition Obligations as set forth in ~~this~~the Interim Order and ~~a~~this Final Order; (ii) as provided in the orders granting the relief requested in the various motions filed by the Debtors on the Petition Date; (iii) as provided in other motions, proposed orders, and requests for relief, each in form and substance acceptable to the Required DIP Lenders; or (iv) as otherwise provided in the DIP Credit Agreement; provided, however, that nothing in this Paragraph 2(h) shall be construed to restrict the Debtors' authority to file any motion, proposed order, or request for relief that the Debtors, in consultation with their advisors, determine is necessary in exercise of their fiduciary duties.

(i) Conditions Precedent. The DIP Secured Parties and Prepetition Secured Parties each have no obligation to extend credit under the DIP Facility or permit use of any DIP

Collateral proceeds, including Cash Collateral, as applicable, ~~during the Interim Period~~ unless and until all conditions precedent to the extension of credit and/or use of DIP Collateral or proceeds thereof under the DIP Loan Documents and this ~~Interim~~Final Order have been satisfied in full or waived by the requisite DIP Secured Parties and the Prepetition Secured Parties in accordance with the DIP Loan Documents and this ~~Interim~~Final Order. In accordance with the DIP Loan Documents, the Debtors are authorized and directed to deposit all proceeds of the DIP Loans in an account at Bank of America (the “DIP Proceeds Account”), which DIP Proceeds Account and the funds therein shall be used by the Debtors in accordance with the Approved Budget (subject to Permitted Variances).

(j) DIP Liens. As security for the DIP Obligations, effective as of entry of the Interim Order, the following security interests and liens are hereby granted to the DIP Agent, for its own benefit and the ratable benefit of the DIP Secured Parties, on all property of the Debtors, now existing or hereinafter acquired, including, without limitation, all cash and cash equivalents (whether maintained with the DIP Agent or otherwise), money, inventory, goods, accounts receivable, contract rights, other rights to payment, intercompany loans and other investments, investment property, contracts, contract rights, properties, plants, equipment, rolling stock, machinery, general intangibles, payment intangibles, accounts, deposit accounts, documents, instruments, chattel paper, securities (whether or not marketable), franchise rights, documents of title, letters of credit, letter of credit rights, supporting obligations, leases and other interests in leaseholds (provided, however, with respect to the Debtors’ non-residential real property leases, no liens or encumbrances shall be granted or extend to such leases themselves under this ~~Interim~~Final Order, except as permitted in the applicable lease, but rather any liens granted shall extend only to the proceeds realized upon the sale, assignment, termination or other

disposition of such leases, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds), real property, fixtures, patents, copyrights, trademarks, trade names, other intellectual property, intellectual property licenses, capital stock of subsidiaries, tax and other refunds, insurance proceeds, ~~commercial tort claims~~, all other Collateral (as defined in the DIP Loan Documents), and all other “property of the estate” (as defined in section 541 of the Bankruptcy Code) of any kind or nature, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, and all rents, products, substitutions, accessions, profits, replacements, and cash and non-cash proceeds of all of the foregoing, excluding claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (“Avoidance Actions”), ~~but, subject to entry of the Final Order,~~ and commercial tort claims, but including any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions and commercial tort claims, whether by judgment, settlement or otherwise (all of the foregoing collateral collectively referred to as the “DIP Collateral” and, all such liens granted to the DIP Agent for the benefit of the DIP Secured Parties pursuant to ~~this~~the Interim Order, this Final Order, and the DIP Loan Documents, the “DIP Liens”):

(i) pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority Lien on all unencumbered DIP Collateral;

(ii) pursuant to section 364(c)(3) of the Bankruptcy Code, a junior Lien on all DIP Collateral that is subject solely to the Prepetition Prior Liens; and

(iii) pursuant to section 364(d)(1) of the Bankruptcy Code, a first priority, senior priming lien on all DIP Collateral (including, without limitation, Cash Collateral) that is senior to the Adequate Protection Liens (as defined below) and senior and priming to (x) the Prepetition Liens, and (y) Liens that are junior to the Prepetition Liens and the Adequate Protection Liens, after giving effect to any intercreditor or subordination agreements (the liens referenced in clauses (x) and (y), collectively, the

“Primed Liens”); provided, however, that the liens described in this clause (iii) shall be junior solely to the Carve-Out and the Prepetition Prior Liens;

provided, however, that the DIP Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions and/or commercial tort claims before seeking any recovery from the proceeds of Avoidance Actions and/or commercial tort claims with respect to such DIP Liens.

(k) DIP Lien Priority. For the avoidance of doubt, the DIP Liens granted to the DIP Agent for the ratable benefit of the DIP Secured Parties shall in each and every case be first priority senior liens that (i) are subject only to the Prepetition Prior Liens, and to the extent provided in the provisions of this ~~Interim~~Final Order and the DIP Loan Documents, shall also be subject to the Carve-Out, and (ii) except as provided in sub-clause (i) of this subsection (k), are senior to all prepetition and postpetition liens of any other person or entity (including, without limitation, the Primed Liens and the Adequate Protection Liens). The DIP Liens and the DIP Superpriority Claims (as defined below) (A) ~~subject to entry of the Final Order, shall not~~ bear not subject to sections 506(c), 510, 549, 550, or 551 of the Bankruptcy Code or the “equities of the case” exception of section 552 of the Bankruptcy Code, (B) with respect to the DIP Liens, ~~shall~~are not ~~be~~ subordinate to, or *pari passu* with, (x) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (y) any intercompany or affiliate liens or claims of the Debtors, and (C) ~~shall bear~~are valid and enforceable against any trustee or any other estate representative appointed or elected in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each, a “Successor Case”), and/or upon the dismissal of any of the Chapter 11 Cases to the maximum extent permitted by law.

(l) Enforceable Obligations. ~~Subject to Paragraph 7 of this Interim Order and entry of a Final Order, the~~The DIP Loan Documents shall constitute and evidence the valid and binding DIP Obligations of the Debtors, which DIP Obligations ~~shall be~~are enforceable against the Debtors, their estates and any successors thereto (including, without limitation, any trustee or other estate representative in any Successor Case), and their creditors, in accordance with their terms. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Loan Documents, or this ~~Interim~~Final Order shall be stayed (except as provided in an order by a court of competent jurisdiction issuing a stay of this ~~Interim~~Final Order pending appeal), restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, 547, 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

(m) Superpriority Administrative Claim Status. In addition to the DIP Liens granted herein, ~~(effective immediately upon~~as of entry of ~~this~~the Interim Order ~~(and subject to Paragraph 7 and entry of the Final Order~~herein solely with respect to the Rollup Loans), all of the DIP Obligations ~~shall~~ constitute allowed superpriority administrative expense claims of the DIP Secured Parties pursuant to section 364(c)(1) of the Bankruptcy Code, which shall have priority, subject only to the payment of the Carve-Out, over all administrative expense claims, adequate protection and other diminution claims (including the Adequate Protection



Superpriority Claims (as defined below)), unsecured claims, and all other claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses or other claims of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546, 726, 1113, and 1114 or any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment (the “DIP Superpriority Claims”). The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, shall be against each Debtor on a joint and several basis, and shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof; provided, however, that the DIP Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions and/or commercial tort claims before seeking any recovery from the proceeds of Avoidance Actions and/or commercial tort claims with respect to such DIP Superpriority Claims. Other than as provided in the DIP Credit Agreement and this ~~Interim~~Final Order with respect to the Carve-Out, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Cases, and no priority claims are, or will be, senior to, prior to, or on a parity with the DIP Superpriority Claims or the DIP Obligations, or with any other claims of the DIP Secured Parties arising hereunder.

3. **Authorization to Use Cash Collateral and Proceeds of the DIP Facility.**

Subject to, and solely in accordance with, the terms and conditions of this ~~Interim~~Final Order

and the DIP Loan Documents, including without limitation, the Budget Covenants set forth in Paragraph 2(e) hereof and Paragraph 16 hereof, (a) the Debtors are authorized to use proceeds of credit extended under the DIP Facility, and (b) the Debtors are authorized to use Cash Collateral, in each case subject to the Approved Budget and as otherwise agreed between the Debtors, the ~~DIP~~ Required DIP Lenders, and the Prepetition Required Lenders.

4. **Adequate Protection for Prepetition Secured Parties.** In consideration for the use of the Prepetition Collateral (including Cash Collateral) and the priming of the Prepetition Liens, the Prepetition Secured Parties shall receive the following adequate protection (collectively referred to as the “Prepetition Adequate Protection”):

(a) **Adequate Protection Liens.** To the extent there is a diminution in value of the interests of the Prepetition Secured Parties in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date (the “Diminution in Value of the Prepetition Collateral”) (provided, however, that Diminution in Value of Prepetition Collateral does not mean diminution in value of the interests of the Prepetition Secured Parties in the Prepetition Collateral resulting from a successful Challenge), the Prepetition Agent, for the benefit of the Prepetition Secured Parties, is hereby granted, subject to the terms and conditions set forth below, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, liens upon all of the DIP Collateral (such adequate protection replacement liens, the “Adequate Protection Liens”), which Adequate Protection Liens on such DIP Collateral (A) shall be subject and subordinate only to the DIP Liens, the Prepetition Prior Liens, and the Carve-Out, and (B) shall be senior in priority to the Prepetition Liens; provided, however, that the Prepetition Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions and/or commercial tort claims before seeking recovery

from proceeds of Avoidance Actions and/or commercial tort claims with respect to such Adequate Protection Liens. The Adequate Protection Liens and the Adequate Protection Superpriority Claims (as defined below) (A) shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code or, ~~subject to entry of the Final Order,~~ section 506(c) of the Bankruptcy Code or the “equities of the case” exception of section 552 of the Bankruptcy Code, (B) shall be senior in priority and right of payment to (x) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code and (y) any intercompany or affiliate liens or claims of the Debtors, and (C) shall be valid and enforceable against any trustee or any other estate representative appointed in the Chapter 11 Cases or any Successor Cases, and/or upon the dismissal of any of the Chapter 11 Cases.

(b) Adequate Protection Superpriority Claims. To the extent of Diminution in Value of the Prepetition Collateral, the Prepetition Secured Parties are hereby further granted allowed superpriority administrative expense claims (such adequate protection superpriority claims, the “Adequate Protection Superpriority Claims”), pursuant to section 507(b) of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114 and any other provision of the Bankruptcy Code, subject and subordinate only to the DIP Superpriority Claims and the Carve-Out to the extent provided herein and in the DIP Loan Documents, and payable from and having recourse to all of the DIP Collateral; provided, however, that the Prepetition Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the

Adequate Protection Superpriority Claims unless and until all DIP Obligations have been Paid in Full (as defined below); provided, further, that the Prepetition Secured Parties shall use commercially reasonable efforts to first seek recovery from Prepetition Collateral other than proceeds of Avoidance Actions and/or commercial tort claims before seeking any recovery from the proceeds of Avoidance Actions and/or commercial tort claims with respect to such Adequate Protection Superpriority Claims. Subject to the relative priorities set forth above, the Adequate Protection Superpriority Claims shall be against each Debtor on a joint and several basis. For purposes of this ~~Interim~~Final Order, the terms “Pay in Full,” “Paid in Full,” and “Payment in Full” shall mean, with respect to any referenced DIP Obligations and/or Prepetition Obligations, (i) the indefeasible payment in full in cash of such obligations; (ii) the termination of all credit commitments under the DIP Loan Documents and/or Prepetition Loan Documents, as applicable, and (iii) the absence of any contingent indemnification claim arising from any pending or potential Challenge. Notwithstanding anything to the contrary herein, any payment by the Debtors on account of the Prepetition Obligations shall be subject to the Challenge rights in Paragraph 7 hereof (other than, for the avoidance of doubt, reasonable attorneys’ fees and costs paid in accordance with this Final Order).

(c) Further Adequate Protection. As further adequate protection, the Debtors (A) have committed, as set forth in this ~~Interim~~Final Order, to timely comply with the Milestones and to grant the Prepetition Secured Parties the customary releases and waivers set forth herein, and (B) shall simultaneously provide copies of any reports sent to the DIP Secured Parties under this ~~Interim~~Final Order or the DIP Credit Agreement to the Prepetition Secured Parties.

(d) Interest and Professional Fees. As further adequate protection, and without limiting any rights of the Prepetition Secured Parties under section 506(b) of the Bankruptcy Code which are hereby preserved, and in consideration, and as a requirement, for obtaining the consent of the Prepetition Secured Parties to the entry of this ~~Interim~~Final Order and the Debtors' consensual use of Cash Collateral as provided herein, the Debtors shall (i) pay or reimburse currently the Prepetition Secured Parties for any and all of their accrued and past-due fees, costs, expenses, and charges to the extent, and at the times, payable under the Prepetition Loan Documents, (ii) subject to section 506(b) of the Bankruptcy Code, on the last day of each calendar month commencing after the Petition Date, pay to the Prepetition Agent for prompt distribution to the applicable Prepetition Secured Parties any and all of the interest accruing on the Prepetition Obligations under the Prepetition Credit Agreement at the default rate provided for in the Prepetition Credit Agreement (which, for the avoidance of doubt, shall be paid in kind with respect to the Prepetition Obligations and added to the principal amount owing under the Prepetition Loan Documents), and (iii) subject to Paragraph 20(b) hereof, pay currently all reasonable fees and out-of-pocket costs and expenses of the Prepetition Secured Parties (including without limitation reasonable attorneys' fees and costs and reasonable consulting, accounting, appraisal, investment banking and similar professional fees and charges) in accordance with the Prepetition Loan Documents, in the case of each of sub-clauses (i), (ii), and (iii) above, all whether accrued prepetition or postpetition and whether or not budgeted in the Approved Budget, and without further notice (except as provided in Paragraph 20(b) below with respect to postpetition professional fees, costs, and expenses), motion, or application to, order of, or hearing before, this Court; provided, however, that such payments shall be without prejudice to whether any such payments should be recharacterized or reallocated as payments of

principal or disgorged, in the event that a successful Challenge to the Prepetition Liens results in the Prepetition Secured Parties holding partially or wholly unsecured claims in respect of the Prepetition Obligations.

(e) Consent to Priming and Adequate Protection. The Prepetition Agent, on behalf of the Prepetition Secured Parties, consents to the Prepetition Adequate Protection and the priming provided for herein; provided, however, that such consent of the Prepetition Agent, on behalf of the Prepetition Secured Parties, to the priming of the Prepetition Liens, the use of Cash Collateral, and the sufficiency of the Prepetition Adequate Protection provided for herein is expressly conditioned upon the entry of this ~~Interim~~Final Order, and such consent shall not be deemed to extend to any other Cash Collateral usage or other replacement financing or debtor-in-possession financing other than the DIP Facility provided under the DIP Loan Documents; and provided, further, that such consent shall be of no force and effect in the event this ~~Interim Order is not entered or is entered and~~Final Order subsequently reversed, modified, stayed, or amended (unless such reversal, modification, stay, or amendment is acceptable to the Required Prepetition Lenders) or the DIP Loan Documents and DIP Facility as set forth herein are not approved.

(f) 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 herein to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of the Prepetition Collateral of the interests of the Prepetition Secured Parties in the Prepetition Collateral during the Chapter 11 Cases or any Successor Cases; provided, however, any such additional section 507(b) claims shall be subject to the same

relative priority as such party's Adequate Protection Superpriority Claims, as provided in this ~~Interim~~Final Order.

5. **Automatic Postpetition Lien Perfection.** This ~~Interim~~Final Order ~~shall be~~is sufficient and conclusive evidence of the validity, enforceability, perfection, priority and non-avoidability of the DIP Liens and the Adequate Protection Liens without the necessity of (a) filing or recording any financing statement, deed of trust, mortgage, control agreement, or other instrument or document which may otherwise be required under the law of any jurisdiction or (b) taking any other action to validate or perfect the DIP Liens and the Adequate Protection Liens or to entitle the DIP Liens and the Adequate Protection Liens with the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agent and the Prepetition Agent (in the latter case, solely with respect to the Adequate Protection Liens) may, each in their sole discretion (acting at the direction of the Required DIP Lenders or Required Prepetition Lenders, as applicable), enter into and file, as applicable, financing statements, mortgages, security agreements, notices of liens, and other similar documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, security agreements, notices, and other agreements or documents shall be deemed to have been filed or recorded at the time and on the Petition Date. The applicable Debtors are authorized to execute and deliver to the DIP Agent and the Prepetition Agent, as applicable, all such financing statements, mortgages, notices, and other documents as such parties may reasonably request to evidence and confirm the contemplated priority of, the DIP Liens and the Adequate Protection Liens, as applicable, granted pursuant hereto. Without limiting the foregoing, each of the DIP Agent and the Prepetition Agent, each in its discretion, may file a photocopy of this ~~Interim~~Final Order as a financing statement with any recording

officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property, and in such event, the subject filing or recording officer shall be authorized to file or record such copy of this ~~Interim Order.~~ ~~Subject to the entry of the~~ Final Order, ~~any.~~ Any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the payment of any fees or obligations to any non-governmental entity in order for the Debtors to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest, the proceeds thereof or other DIP Collateral shall have no force or effect. To the extent that the Prepetition Agent is the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, financing statement, or account control agreements, listed as loss payee under any of the Debtors' insurance policies, or is the secured party under any of the Prepetition Loan Documents, the DIP Agent shall also be deemed to be the secured party under such account control agreements, loss payee under the Debtors' insurance policies, and the secured party under each such Prepetition Loan Document, shall have all rights and powers attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received first, for the benefit of the DIP Secured Parties in accordance with the DIP Loan Documents, second, subsequent to Payment in Full of all DIP Obligations, with respect to Prepetition Collateral, for the benefit of the Prepetition Secured Parties. The Prepetition Agent shall serve as agent for the DIP Agent for purposes of perfecting its respective liens on all DIP Collateral that is of a type such that perfection of a lien therein may be accomplished only by possession or control by a secured party.



6. **Priority of Liens.** Notwithstanding anything to the contrary in this ~~Interim~~Final Order or the DIP Loan Documents, and for the avoidance of doubt:

- (a) the Prepetition Prior Liens, shall have priority, after giving effect to any intercreditor or subordination agreement, over the DIP Liens, the Adequate Protection Liens, the Prepetition Liens, and the Carve-Out;
- (b) the Carve-Out shall have priority over the DIP Liens, the Adequate Protection Liens, and the Prepetition Liens;
- (c) the DIP Liens shall have priority over any lien on the DIP Collateral, subject only to the Prepetition Prior Liens and, to the extent provided in the provisions of this ~~Interim~~Final Order and the DIP Loan Documents, the Carve-Out;
- (d) the Adequate Protection Liens shall have priority over any lien on the Prepetition Collateral, subject only to the Prepetition Prior Liens, the Carve-Out, and the DIP Liens; and
- (e) the Prepetition Liens shall have priority over any lien upon the Prepetition Collateral, subject only to the Prepetition Prior Liens, the Carve-Out, the DIP Liens, and the Adequate Protection Liens.

7. **Reservation of Certain Third Party Rights and Bar of Challenges and Claims.** ~~Except with respect to the releases set forth above at Paragraph D(iv), which shall remain subject to entry of the Final Order, the~~The Debtors' Stipulations ~~shall be~~are binding upon the Debtors in all circumstances upon entry of this ~~Interim~~Final Order. The Debtors' Stipulations ~~shall be~~are binding upon all other parties in interest, including the Committee, unless such Committee or any other party in interest (including any chapter 11 trustee or chapter 7 trustee in a Successor Case, as provided herein) other than the Debtors *first*, commences, by the earliest of (x) with respect to the Committee, ~~if appointed, sixty (60) calendar days from the formation of the Committee~~June 16, 2025, (y) with respect to all parties in interest with standing other than the Debtors, ~~seventy-five (75) calendar days following the date of entry of the Interim Order~~June 2, 2025, or (z) as otherwise agreed to among the Debtors, Required DIP

Lenders, Required Prepetition Lenders, and the Committee to the extent of an extension of such period ~~ea~~ffecting the Prepetition Secured Parties, if any (such time period established by the earliest of clauses (x), (y), and (z), as the same may be extended in accordance with this Paragraph 7, shall be referred to as the “Challenge Period,” and the date that is the next calendar day after the termination of the Challenge Period in the event that either (i) no Challenge is raised during the Challenge Period or (ii) with respect only to those parties who commence a Challenge during the Challenge Period, such Challenge is fully and finally adjudicated, shall be referred to as the “Challenge Period Termination Date”), (A) a contested matter, adversary proceeding, or other action or “claim” (as defined in the Bankruptcy Code) challenging or otherwise objecting to the admissions, stipulations, findings, or releases included in the Debtors’ Stipulations, or (B) a contested matter, adversary proceeding, or other action against any or all of the Prepetition Secured Parties in connection with or related to the Prepetition Obligations (including, without limitation, Prepetition Obligations converted into DIP Obligations pursuant to the Rollup Loans), or the actions or inactions of any of the Prepetition Secured Parties arising out of or related to the Prepetition Obligations or otherwise, including, without limitation, any claim against any or all of the Prepetition Secured Parties in the nature of a “lender liability” cause of action, setoff, counterclaim, or defense to the Prepetition Obligations and any rights under section 552(a) of the Bankruptcy Code, including that the Prepetition Liens are cut-off with respect to postpetition services or the proceeds thereof or any other after-acquired property (clauses (A) and (B) collectively, the “Challenges” and, each individually, a “Challenge”), and *second*, obtains a final, non-appealable order in favor of such party in interest sustaining any such Challenge in any such contested matter, adversary proceeding, or other action to which such Challenge is subject. If the Committee files a motion

for standing to bring a Challenge by the Challenge Period Termination Date, such Challenge Period Termination Date shall be tolled with respect to such Challenge until one (1) Business Day following the date on which this Court rules on such motion, provided, however, that the Committee must attach to such motion a copy of its complaint detailing its Challenge. If a chapter 7 trustee or a chapter 11 trustee is appointed during the Challenge Period, the Challenge Period Termination Date with respect to such trustee only, shall be the later of (i) the last day of the Challenge Period and (ii) the date that is thirty (30) days after the date on which such trustee is appointed. Except as otherwise expressly provided herein, upon the Challenge Period Termination Date and for all purposes in these Cases and any Successor Cases, (i) all payments made to or for the benefit of the Prepetition Secured Parties pursuant to, or otherwise authorized by, this ~~Interim~~Final Order or otherwise (whether made prior to, on, or after the Petition Date) shall be indefeasible and not be subject to counterclaim, set-off, subordination, recharacterization, defense, or avoidance; (ii) any and all such Challenges by any party in interest shall be deemed to be forever barred; (iii) the Prepetition Obligations shall be deemed to be fully allowed secured claims within the meaning of section 506 of the Bankruptcy Code; and (iv) the Debtors' Stipulations, including the release provisions therein, shall be binding on all parties in interest, including ~~any~~the Committee. Notwithstanding the foregoing, to the extent any Challenge is asserted in accordance with this ~~Interim~~Final Order, the Debtors' Stipulations and the other provisions in clauses (i) through (iv) in the immediately preceding sentence shall nonetheless remain binding and preclusive on ~~any~~the Committee and on any other party in interest from and after the Challenge Period Termination Date, except to the extent that such Debtors' Stipulations or the other provisions in clauses (i) through (iv) of the immediately preceding sentence have been challenged in such adversary proceeding, contested matter, or

other action. The Challenge Period may be extended (x) with the written consent of the Prepetition Agent (at the direction of the Required Prepetition Lenders) with respect to any Challenge against the Prepetition Secured Parties, in each case in their sole discretion or (y) by this Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Period. The Prepetition Secured Parties stipulate and agree that each of the Prepetition Secured Parties will not raise as a defense in connection with any Challenge the ability of the Committee to file derivative suits on behalf of limited liability companies under the Delaware Limited Liability Company Act or other applicable state law; provided, for the avoidance of doubt, that all other standing arguments and defenses shall be preserved. Notwithstanding any provision to the contrary herein, nothing in this ~~Interim~~Final Order shall be construed to grant standing on any party in interest, including ~~any~~the Committee, to bring any Challenge on behalf of the Debtors' estates.

8. **Carve-Out.** Subject to the terms and conditions contained in this Paragraph 8, each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve-Out (as defined below):

(a) **Carve-Out.** For purposes of this ~~Interim~~Final Order, "Carve-Out" means (i) all unpaid fees required to be paid in these Cases to the clerk of the Court (including any noticing agent appointed by the Court) and to the U.S. Trustee under 28 U.S.C. § 1930(a); (ii) all reasonable fees and expenses up to \$10,000 incurred by a trustee and payable under section 726(b) of the Bankruptcy Code; (iii) subject to the terms and conditions of this ~~Interim~~Final Order and the Approved Budget, the unpaid fees, costs, and disbursements of professionals retained by the Debtors in these Cases and the Debtors' ordinary course professionals

(collectively, the “Debtors’ Professionals”), including, when earned, any monthly, restructuring, sale, or other transaction fees of any investment banker retained by the Debtors in these Cases, that are incurred prior to the delivery by the DIP Agent (at the direction of the Required DIP Lenders) of a Carve-Out Trigger Notice (as defined below) (the date on which any such Carve-Out Trigger Notice is delivered, the “Carve-Out Trigger Date”) and that are allowed at any time pursuant to an order of the Court under sections 327, 328, 330, or 363 of the Bankruptcy Code, whether allowed before or after the Carve-Out Trigger Date (and solely to the extent allowed by the Court), and remain unpaid after application of any retainers being held by such professionals, provided that the Debtors’ Professionals may carry forward and carry backward budgeted but unused disbursements set forth in the Approved Budget for such Debtors’ Professionals for any week for use in any prior or subsequent week; provided further, that notwithstanding anything herein to the contrary, ~~for purposes of the foregoing~~, prior to the Carve-Out Trigger Date, all fees and expenses of Jefferies LLC, solely to the extent (1) provided in its engagement letter with the Debtors and approved by this Court and (2) allowed by the Court at any time (whether allowed before or after the Carve-Out Trigger Date), shall be deemed included as part of the Approved Budget; (iv) subject to the terms and conditions of this ~~Interim~~Final Order and the Approved Budget, the reasonable unpaid fees, costs, and disbursements of professionals retained by the Committee in these Cases (collectively, the “Committee’s Professionals”) and all reasonable unpaid out-of-pocket expenses of the members of ~~any~~the Committee (“Committee Members”) that are incurred prior to the Carve-Out Trigger Date and that are allowed by the Court under sections 328, 330, or 1103 of the Bankruptcy Code, in an aggregate amount (for both Committee Members and the Committee’s Professionals); provided that the Committee’s Professionals may carry forward and carry backward

budgeted but unused disbursements set forth in the Approved Budget for such Committee's Professionals for any week for use in any prior or subsequent week; (v) the reasonable unpaid fees, costs, and disbursements of the Debtors' Professionals that are incurred after the Carve-Out Trigger Date, that are allowed by the Court under sections 327, 328, 330 or 363 of the Bankruptcy Code, in an aggregate amount not to exceed \$650,000 (inclusive of any unused prepetition retainers held by such professionals) (the "Debtors' Professionals Carve-Out Cap"); and (vi) the reasonable fees, costs, and disbursements of the Committee Professionals and the reasonable expenses of Committee Members that are incurred at any time after the Carve-Out Trigger Date, that are allowed by the Court under sections 328 or 1103 of the Bankruptcy Code, in an aggregate amount (for both Committee Members and the Committee's Professionals) not to exceed ~~\$7150~~\$50,000 (the "Committee Carve-Out Cap" and, together with the Debtors' Professionals Carve-Out Cap, the "Post-Default Carve-Out Cap") (clauses (i), (ii), (iii), (iv), (v), and (vi) collectively, the "Carve-Out"). The term "Carve-Out Trigger Notice" shall mean a written notice delivered by the DIP Agent (at the direction of the Required DIP Lenders) to the Debtors' counsel, the U.S. Trustee, and lead counsel to ~~anythe~~the Committee ~~appointed in these Cases~~, which notice may only be delivered following the occurrence and during the continuation of any Termination Event. After the Carve-Out Trigger Date, upon the later of five (5) Business Days following (x) the liquidation or sale of any DIP Collateral and (y) any order of the Court allowing for payment of unpaid fees, costs and disbursements of the Debtors' Professionals, the Committees' Professionals or the Committee Members that are incurred after the Carve-Out Trigger Date, all such allowed amounts (including any fees, costs, and disbursements of the Case Professionals incurred prior to the Carve-Out Trigger Date, subject in each case to the Approved Budget) shall be paid from the net proceeds of such DIP Collateral to

the applicable Debtors' Professional, Committee Professional or Committee Member, provided,  
however, that in no circumstance shall the aggregate amounts paid with proceeds of DIP  
Collateral and/or Prepetition Collateral on account of such fees, costs and disbursements  
incurred after the Carve-Out Trigger Date exceed, as applicable, the Debtors' Professionals  
Carve-Out Cap or the Committee Carve-Out Cap. No amounts set forth in this subparagraph (a)  
with respect to the Post-Default Carve-Out Cap may be modified without the prior written  
consent of the Required DIP Lenders and the Required Prepetition Lenders.

(b) Case Professionals Reserve Account. Before the Carve-Out Trigger Date,  
but after the consummation of each sale of the Debtors' assets pursuant to the bidding  
procedures contemplated by the Milestones (each, an "Approved Sale"), the Debtors shall fund a  
trust account (the "Case Professionals Reserve Account") equal to the amounts set forth in the  
Approved Budget for the Debtors' Professionals ~~(excluding any investment banker retained~~  
~~by the Debtors)~~ and Committee's Professionals (collectively, the "Case Professionals") for the  
sole purpose of paying the fees and expenses of the Case Professionals, provided that the funds  
in the Case Professional Reserve Account shall be disbursed to pay the approved fees and costs  
of each Case Professional in an amount not to exceed the aggregate amount budgeted for such  
Case Professional in the Approved Budget; ~~provided, however, for the avoidance of doubt, no~~  
~~funds in the Case Professionals Reserve Account shall be disbursed to pay the fees and~~  
~~costs of any investment banker retained by the Debtors~~. To the extent that the actual amount  
held in the Case Professionals ~~Trust~~ Reserve Account exceeds the actual amount of the Case  
Professionals' fees and expenses incurred through and including the Carve-Out Trigger Date, the  
Carve-Out shall be reduced by such excess amount dollar-for-dollar. The Case Professionals  
Reserve Account and all amounts therein shall not be DIP Collateral and shall not be subject to

the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, or the Adequate Protection Superpriority Claims; provided, however, any amounts in the Case Professionals Reserve Account after payment of all allowed professional fees of the Case Professionals (after all hearings on the final fee applications have been completed) shall be returned to the Debtors and shall be DIP Collateral.

(c) Carve-Out Reserve. On the Carve-Out Trigger Date, the Carve-Out Trigger Notice shall constitute a demand to the Debtors to use all cash on hand as of such date any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Carve-Out. The Debtors shall deposit and hold such amounts in a segregated account (the “Carve-Out Reserve Account”) in trust at an institution designated by the DIP Agent. All funds in the Carve-Out Reserve Account shall be used (i) to pay the obligations set forth in Paragraph 8(a)(i)–(iv) and then (ii) to pay the obligations set forth in Paragraph 8(a)(v)–(vi), and solely with respect to this clause (ii) up to the Post-Default Carve-Out Cap. Any amounts in the Carve-Out Reserve Account after the payment of the obligations set forth in Paragraph 8(a)(i)–(vi) shall be returned to the Debtors and shall be DIP Collateral.

(d) No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees. Subject to their obligations under Paragraph 8(a) hereof, nothing in this ~~Interim~~Final Order or otherwise shall be construed (i) to obligate the Prepetition Agent or any other Prepetition Secured Party in any way to pay compensation to, or to reimburse expenses of, any of the Case Professionals, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement or (ii) to increase the Carve-Out if actual allowed fees and expenses of any of the Case Professionals incurred after the delivery of a Carve-Out Trigger Notice are higher in fact than the Post-Default Carve-Out Cap. The respective Prepetition



Secured Parties' liens and claims shall be subject to the Carve-Out as set forth in this ~~Interim~~Final Order. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, ~~any~~the Committee, any other official or unofficial committee in these Cases, or of any other person or entity, or shall affect the right of any DIP Secured Party or any Prepetition Secured Party to object to the allowance and payment of such fees and expenses.

(e) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Prior to the occurrence of the Termination Declaration Date, the Debtors shall be permitted to pay (or to fund to the ~~Trust~~Case Professionals Reserve Account to the extent permitted herein), subject to this ~~Interim~~Final Order, allowed fees of the Case Professionals, subject to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any interim compensation procedures order entered by this Court.

9. Waiver of 506(c) Claims. ~~Subject to the entry of the Final Order, as~~As a further condition of the DIP Facility and any obligation of the DIP Secured Parties to make credit extensions pursuant to the DIP Loan Documents and as a condition to the respective Prepetition Secured Parties consenting to the priming set forth herein and to the use of Cash Collateral (and all such parties' consent to the payment of the Carve-Out to the extent provided herein), no costs or expenses of administration of the Chapter 11 Cases or any Successor Cases shall be charged against or recovered from or against any or all of the Prepetition Secured Parties, the Prepetition Collateral, and the Cash Collateral pursuant to section 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition Agent (at the direction of the Required Prepetition Lenders), as the case may be, and no such consent shall be

implied from any other action, inaction, or acquiescence of any or all of the Prepetition Secured Parties.

10. **Protection of DIP Secured Parties' Rights.**

(a) Unless the requisite DIP Secured Parties under the DIP Loan Documents shall have provided their prior written consent or all DIP Obligations have been Paid in Full, there shall not be entered in these proceedings, or in any Successor Cases, any order which authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other Lien on all or any portion of the DIP Collateral and/or that is entitled to administrative priority status, in each case which is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the other DIP Protections and the Adequate Protection Liens and Adequate Protection Superpriority Claims granted pursuant to this **Final Order (and effective as of entry of the Interim Order)** to the DIP Secured Parties and the Prepetition Secured Parties, as applicable; or (ii) the use of Cash Collateral for any purpose other than to Pay in Full the DIP Obligations or as otherwise permitted in the DIP Loan Documents and this ~~Interim~~**Final** Order.

(b) The Debtors (and/or their legal and financial advisors in the case of clauses (ii) through (iv) below) will (i) maintain books, records, and accounts to the extent and as required by the DIP Loan Documents **and the Prepetition Loan Documents**, (ii) reasonably cooperate, consult with, and provide to the DIP Secured Parties and the Prepetition Secured Parties all such information and documents as required or allowed under the DIP Loan Documents or the provisions of this ~~Interim~~**Final** Order or the Prepetition Loan Documents, as applicable, (iii) permit representatives of each of the DIP Agent~~and~~, **Required DIP Lenders**, the Prepetition Agent, **and the Required Prepetition Lenders** such rights to visit and inspect

any of the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to conduct a collateral audit and analysis of their respective inventory and accounts, to tour the Debtors' business premises and other properties, and to discuss, and provide advice with respect to, their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, and independent public accountants as and to the extent provided in the DIP Loan Documents and/or the Prepetition Loan Documents, as applicable, and (iv) permit the DIP Agent ~~and~~, the Required DIP Lenders, the Prepetition Agent, and the Required Prepetition Lenders, and their respective representatives to consult with the Debtors' management and advisors on matters concerning the general status of the Debtors' businesses, financial condition, and operations. Notwithstanding anything to the contrary contained herein, nothing in this ~~Interim~~Final Order shall require the Debtors to waive any right to attorney-client, work product, or similar privilege, and nothing in this ~~Interim~~Final Order shall require the Debtors to provide the DIP Agent ~~or~~, the Required DIP Lenders, the Prepetition Agent, the Prepetition Required Lenders, the Committee or their respective financial advisors with any information subject to attorney-client privilege or consisting of attorney work product.

11. **Proceeds of Subsequent Financing.** Without limiting the provisions and protections of Paragraph 10 above, if at any time prior to the Payment in Full of all the DIP Obligations (including subsequent to the confirmation but prior to the effective date of any chapter 11 plan or plans with respect to any of the Debtors), the Debtors' estates, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed shall obtain credit or incur debt pursuant to sections 364(b), 364(c), 364(d), or any other provision of the Bankruptcy Code in violation of the DIP Loan Documents, then all of the cash proceeds

derived from such credit or debt and all Cash Collateral shall immediately be turned over to the DIP Agent until Payment in Full of the DIP Obligations in accordance with the terms herein.

12. **Cash Collection.** From and after the date of the entry of this ~~Interim~~Final Order, all collections and proceeds of any DIP Collateral (or, after the DIP Obligations have been Paid in Full, the Prepetition Collateral) or services provided by any Debtor and all Cash Collateral which shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall be promptly deposited in the same bank accounts into which the collections and proceeds of the Prepetition Collateral were deposited under the Prepetition Loan Documents (or in such other accounts as are designated by (x) the DIP Agent (at the direction of the Required DIP Lenders) from time to time or (y) after the DIP Obligations have been Paid in Full, the Prepetition Agent (at the direction of the Required Prepetition Lenders) (collectively, the “Cash Collection Accounts”), which accounts shall be subject to the sole dominion and control of the DIP Agent or Prepetition Agent (following Payment in Full of the DIP Obligations) (and the funds in such accounts may be used by the Debtors to the extent provided in this ~~Interim~~Final Order and the DIP Loan Documents). Unless otherwise agreed to in writing by the Required DIP Lenders and the Required Prepetition Lenders, the Debtors shall maintain no accounts except those identified in the Court’s order approving the Debtors’ continued operation of their cash management system.

13. **Rights and Remedies Upon Termination Event.** Any automatic stay otherwise applicable to the DIP Secured Parties or the Prepetition Secured Parties, is hereby modified, without requiring prior notice to or authorization of this Court, to the extent necessary to permit the DIP Secured Parties and/or the Prepetition Secured Parties, as applicable, to exercise the

following rights and remedies upon the occurrence and during the continuance of any Termination Event (as set forth in Paragraph 2(g) of this ~~Interim~~Final Order):

(a) At any time after written notice of any Termination Event by the DIP Agent (at the direction of the Required DIP Lenders), and, upon Payment in Full of the DIP Obligations the Prepetition Agent (at the direction of the Required Prepetition Lenders), as applicable, to the Debtors, the Committee, or the Prepetition Agent, as applicable, and the U.S. Trustee (such notice shall be referred to herein as a “Termination Declaration,” and the earliest date on which a Termination Declaration is provided shall be referred to herein as the “Termination Declaration Date”), and provided such Termination Event is not cured by the Debtors on or before five (5) Business Days following a Termination Declaration Date, the DIP Secured Parties, and, upon Payment in Full of the DIP Obligations, the Prepetition Secured Parties, as applicable, shall have the right to: (i) terminate any or all of the DIP Loans; (ii) terminate the DIP Facility; and (iii) declare a termination, reduction, or restriction on the ability of the Debtors to use any proceeds of the DIP Facility or DIP Collateral, including Cash Collateral (except to pay payroll and other expenses critical to avoid immediate and irreparable harm to the Debtors’ business and assets (but in no event in violation of the Budget Covenants)).

(b) Five (5) Business Days following a Termination Declaration Date (provided that the Debtors have not cured the existing Termination Events during such period), the DIP Secured Parties, and, upon payment in Full of the DIP Obligations and/or the Prepetition Secured Parties, as applicable, shall have further relief from the automatic stay, without further order of this Court, to the extent necessary to (i) declare the principal amount then outstanding of, and the accrued interest on, any or all of the DIP Obligations and all other amounts payable by the Debtors under the DIP Loan Documents to be forthwith due and payable, whereupon such

amounts shall be immediately due and payable without presentment, demand, protest, or other formalities of any kind, all of which are hereby expressly waived by the Debtors, (ii) foreclose on all or any portion of the DIP Collateral or Prepetition Collateral, as applicable, or (iii) otherwise exercise remedies against the DIP Collateral or Prepetition Collateral, as applicable, permitted by applicable nonbankruptcy law. Unless during such period the Court enters an order or otherwise directs the parties to the contrary, the automatic stay, as to applicable party noticing such Termination Event, shall automatically terminate at the end of such five (5) Business Day period, without further notice or order.

(c) All proceeds realized in connection with the exercise of the rights and remedies of the DIP Secured Parties shall be turned over to the DIP Agent for application to the other DIP Obligations under, and in accordance with, the provisions of the DIP Loan Documents until Payment in Full of the DIP Obligations; provided, that in the event of the liquidation of the Debtors' estates after the occurrence and during the continuance of a Termination Event, the Carve-Out shall be funded into a segregated account ~~exclusively (i) first, from proceeds of any unencumbered assets of the Debtors, and (ii) then from Cash Collateral received by the DIP Agent subsequent to the date of termination of the DIP Obligations and prior to the distribution of any such Cash Collateral to any other parties in interest.~~

(d) ~~Subject to entry of the Final Order, and n~~Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Agent or the other DIP Secured Parties contained in this ~~Interim~~Final Order or the DIP Loan Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Loan Documents, upon five (5) Business Days' written notice to the Debtors and any landlord, lienholder, licensor, or other third party owner of any leased or licensed premises or intellectual

property that a Termination Event has occurred and is continuing, the DIP Agent (at the direction of the Required DIP Lenders) or its designee (i) may enter upon any leased or licensed premises of the Debtors for the purpose of exercising any remedy with respect to Collateral located thereon and (ii) shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the applicable license and to use any and all trademarks, trade names, copyrights, licenses, patents, or any other similar assets of the Debtors, which are owned by or subject to a Lien of any third party and which are used by Debtors in their businesses, in either the case of subparagraph (i) or (ii) of this Paragraph 13(d) without interference from lienholders or licensors thereunder, subject to such lienholders' or licensors' rights under applicable law; provided, however, that the DIP Agent, on behalf of the DIP Secured Parties, shall pay only rent and additional rent, fees, royalties, or other obligations of the Debtors that first arise after the written notice referenced above from the DIP Agent and that accrue during the period of such occupancy or use by such DIP Agent calculated on a *per diem* basis. Nothing herein shall require the Debtors, the DIP Agent, or the other DIP Secured Parties to assume any lease or license under section 365(a) of the Bankruptcy Code as a precondition to the rights afforded to the DIP Agent and the other DIP Secured Parties in this Paragraph 13(d). Notwithstanding anything to the contrary herein, the DIP Agent and the other DIP Secured Parties may only enter upon a leased premises of the Debtors after a Termination Event in accordance with (i) a separate written agreement among the DIP Agent, the other DIP Secured Parties, and the applicable landlord for the leased premises, (ii) pre-existing rights of the DIP Agent or the other DIP Secured Parties under applicable non-bankruptcy law, (iii) written consent of the applicable landlord for the leased premises, or (iv) entry of an order by this Court approving such access to the leased

premises after notice and an opportunity to be heard for the applicable landlord for the leased premises.

(e) The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified pursuant to the terms of this ~~Interim~~Final Order and the DIP Loan Documents as necessary to (i) permit the Debtors to grant the Adequate Protection Liens and the DIP Liens and to incur all liabilities and obligations to the Prepetition Secured Parties and the DIP Secured Parties under the DIP Loan Documents, the DIP Facility, and this ~~Interim~~Final Order, (ii) authorize the DIP Secured Parties and the Prepetition Secured Parties to retain and apply payments hereunder; and (iii) otherwise to the extent necessary to implement and effectuate the provisions of this ~~Interim~~Final Order.

14. **Restriction on Use of Proceeds.** Notwithstanding anything herein to the contrary (including, without limitation, in Paragraph 8 hereof), no loans and/or proceeds from the DIP Facility, DIP Collateral, Cash Collateral (including any prepetition retainer held by any professionals for the below-referenced parties), Prepetition Collateral, or any portion of the Carve-Out may be used by (a) any Debtor, ~~any~~the Committee or trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases (or to pay any professional fees and disbursements incurred in connection therewith) prosecute any Challenge or any other litigation in connection with the value of the Prepetition Collateral or the DIP Collateral; and (b) any of the Debtors, ~~any~~the Committee, and any trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases (or to pay any professional fees and disbursements incurred in connection therewith) (i) assert, join, commence, support, or prosecute any action for any claim, counter-claim, action, proceeding, or other contested matter seeking any order, judgment, determination, or similar relief against any or all



of the DIP Secured Parties, the Prepetition Secured Parties, and their respective officers, directors, employees, agents, attorneys, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, (A) any Challenges and any Avoidance Actions or other actions arising under chapter 5 of the Bankruptcy Code; (B) any action with respect to the validity, enforceability, priority, and extent of the DIP Obligations and/or the respective Prepetition Obligations, or the validity, extent, and priority of the DIP Liens, the Prepetition Liens, or the Adequate Protection Liens; (C) any action seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Liens, the other DIP Protections, the Prepetition Liens, the Adequate Protection Liens, or the other Prepetition Adequate Protection; (D) except to contest in good faith the occurrence or continuance of any Termination Event as permitted in Paragraph 13, any action seeking, or having the effect of, preventing, hindering, or otherwise delaying any or all of the DIP Secured Parties' (and, after the Payment in Full of the DIP Obligations, the Prepetition Secured Parties') assertion, enforcement, or realization on the Cash Collateral or the DIP Collateral in accordance with the DIP Loan Documents, the Prepetition Loan Documents, as applicable, or this ~~Interim~~Final Order; and/or (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties or the Prepetition Secured Parties hereunder or under the DIP Loan Documents, or the Prepetition Loan Documents, as applicable; provided, that only up to ~~\$75~~\$100,000 in the aggregate of the Carve-Out, any DIP Collateral, any Prepetition Collateral, any Cash Collateral or proceeds of the DIP Facility may be used by the Committee ~~(to the extent such committee is appointed)~~ to investigate (but not prosecute) the extent, validity, and priority of the Prepetition Obligations, the Prepetition Liens, or any other

claims against the Prepetition Secured Parties so long as such investigation occurs within the Challenge Period; (iii) pay any fees or similar amounts to any person (other than the Prepetition Secured Parties) who has proposed or may propose to purchase interests in any of the Debtors without the prior written consent of the Required DIP Lenders; or (iv) use or seek to use Cash Collateral or sell or otherwise dispose of DIP Collateral, unless otherwise permitted hereby, without the consent of the DIP Secured Parties or the Prepetition Secured Parties, as applicable.

15. **Proofs of Claim.** ~~Upon entry of the Final Order, the~~The Prepetition Secured Parties ~~will~~are not ~~be~~ required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claim allowed herein. The Debtors' Stipulations ~~shall~~be deemed to constitute a timely filed proof of claim for the Prepetition Secured Parties. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or Successor Cases to the contrary, the Prepetition Agent, for the benefit of itself and the other Prepetition Secured Parties, is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement, as they see fit) a proof of claim and/or single consolidated master proof of claim in the Chapter 11 Cases or Successor Cases (including for the avoidance of doubt, in the lead case of AFH Air Pros, LLC) and such master proof of claim shall be deemed to constitute the filing of such proof of claim in each of the Chapter 11 Cases of all Debtors against whom a claim may be asserted.

16. **Preservation of Rights Granted Under** ~~the Interim~~this Final **Order.**

(a) **No Non-Consensual Modification or Extension of** ~~Interim~~Final **Order.**

The Debtors irrevocably waive any right to seek any amendment, modification, or extension of this ~~Interim~~Final Order without the prior written consent of the Required DIP Lenders and the Required Prepetition Lenders, and no such consent shall be implied by any other action, inaction,

or acquiescence of the DIP Secured Parties or any of the Prepetition Secured Parties. Based on the findings set forth in this **InterimFinal** Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility contemplated by this **InterimFinal** Order, in the event any or all of the provisions of this **InterimFinal** Order are hereafter reversed, modified, vacated, or stayed by a subsequent order of this Court or any other court, the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to the protections provided in section 364(e) of the Bankruptcy Code.

(b) Dismissal. If any order dismissing any of the Chapter 11 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), to the fullest extent permitted by law, that (i) the DIP Protections and the Prepetition Adequate Protection shall continue in full force and effect and shall maintain their priorities as provided in this **InterimFinal** Order until all DIP Obligations have been Paid in Full and the Prepetition Obligations have been Paid in Full (and that all DIP Protections and the Prepetition Adequate Protection shall, notwithstanding such dismissal, remain binding on all parties in interest), and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing such DIP Protections and the Prepetition Adequate Protection.

(c) Survival of **InterimFinal** Order. The provisions of this **InterimFinal** Order and the DIP Loan Documents, any actions taken pursuant hereto or thereto, and all of the DIP Protections, the Prepetition Adequate Protection, and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties shall survive, and shall not be modified, impaired, or discharged by, the entry of any order confirming any plan of reorganization in any Case,

converting any Case to a case under chapter 7, dismissing any of the Chapter 11 Cases, withdrawing of the reference of any of the Chapter 11 Cases or any Successor Cases or providing for abstention from handling or retaining of jurisdiction of any of the Chapter 11 Cases in this Court, or terminating the joint administration of these Cases or by any other act or omission except as otherwise provided therein. The terms and provisions of this ~~Interim~~Final Order, including all of the DIP Protections, the Prepetition Adequate Protection, and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties, shall continue in full force and effect notwithstanding the entry of any such order, and such DIP Protections and Prepetition Adequate Protection shall continue in these proceedings and in any Successor Cases, and shall maintain their respective priorities as provided by this ~~Interim~~Final Order. Subject to the provisions of this ~~Interim~~Final Order and the DIP Loan Documents that permit the treatment of the DIP Obligations under the DIP Facility pursuant to a chapter 11 plan with respect to any of the Debtors, the DIP Obligations shall not be discharged by the entry of an order confirming a chapter 11 plan, the Debtors having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code, ~~subject to entry of the Final Order.~~

17. **Credit Bidding.** Subject to section 363(k) of the Bankruptcy Code, the DIP Agent (or its assignee, which may be an acquisition vehicle) (at the direction of the Required DIP Lenders) shall have the right to credit bid up to the full amount of the outstanding DIP Obligations including any accrued interest and expenses, in any sale of DIP Collateral, whether such sale is effectuated through sections 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, and the Prepetition Agent (or its assignee, which may be an acquisition vehicle) (at the direction of the Required Prepetition

Lenders), subject to the Challenge rights in Paragraph 7 hereof, shall have the unqualified right to credit bid up to the full amount of any remaining Prepetition Obligations in any sale of Prepetition Collateral, whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, subject, in each case, to the satisfaction of the DIP Obligations, or as otherwise consented to by the Required DIP Lenders. For the avoidance of doubt, no credit bid of DIP Obligations on account of the New Money Loans shall be subject to challenge for “cause” or otherwise.

18. **Disposition of DIP Collateral and Prepetition Collateral.** Except as contemplated by the DIP Documents, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or Prepetition Collateral other than in the ordinary course of business without the prior written consent of the Required DIP Lenders and the Required Prepetition Lenders (and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties).

19. **Insurance Policies.** ~~Subject to entry of the Final Order, the~~The DIP Secured Parties, and the Prepetition Secured Parties ~~shall be~~are deemed to be named as additional insureds and loss payees on each insurance policy maintained by the Debtors which in any way relates to the Collateral, subject in all respects to the relative priorities set forth therein and in this ~~Interim~~Final Order.

20. **Other Rights and Obligations.**

(a) **Expenses.** As and to the extent provided in the DIP Loan Documents, and to the extent set forth in the Approved Budget, the applicable Debtors will pay all reasonable fees of the DIP Agent and all reasonable expenses incurred by the DIP Agent and DIP Lenders

(including, without limitation, the reasonable fees and disbursements of all counsel for the DIP Agent and DIP Lenders and any internal or third-party appraisers, consultants, and auditors advising the DIP Agent).

(b) Notice of Professional Fees. Professionals for the DIP Secured Parties and the Prepetition Secured Parties (collectively, the “Lender Professionals”) shall not be required to comply with the U.S. Trustee fee rules or guidelines or submit invoices to the Court, U.S. Trustee, ~~any~~the Committee or any other party-in-interest absent further court order. Copies of summary invoices shall be submitted to the Debtors, the U.S. Trustee and counsel for ~~any~~the Committee by such Lender Professionals. The summary invoices shall be sufficiently detailed to enable a determination as to the reasonableness of such fees and expenses; provided, however, that such summary invoices may be redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such summary invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine. If the Debtors, U.S. Trustee, or counsel for ~~any~~the Committee object to the reasonableness of the fees and expenses of any of the Lender Professionals and cannot resolve such objection, the Debtors, U.S. Trustee, or the Committee, as the case may be, shall file with the Court and serve on such Lender Professionals an objection (the “Fee Objection”) limited to the issue of the reasonableness of such fees and expenses within ten (10) days of receipt of such invoices. Any hearing on an objection to payment of any fees, costs, and expenses set forth in a professional fee invoice shall be limited to the reasonableness or necessity of the particular items or categories of the fees, costs, and expenses that are the subject of such objection. The Debtors shall timely pay in accordance with the terms and conditions of this ~~Interim~~Final Order the

undisputed fees, costs, and expenses reflected on any invoice irrespective of whether a Fee Objection has been timely filed. The Debtors shall indemnify the DIP Agent and the DIP Lenders (and other applicable parties) to the extent set forth in the DIP Loan Documents, including, without limitation, as provided in Section 9.05 of the DIP Credit Agreement. All such unpaid fees, costs, expenses, charges, and indemnities of the DIP Agent that have not been disallowed by this Court on the basis of an objection filed by the U.S. Trustee or the Committee (or any subsequent trustee of the Debtors' estates) in accordance with the terms hereof shall constitute DIP Obligations and shall be secured by the DIP Collateral as specified in this ~~Interim~~Final Order.

(c) Binding Effect. Subject to Paragraph 7 above, the provisions of this ~~Interim~~Final Order, including all findings herein, and the DIP Loan Documents ~~shall bear~~ binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, ~~any~~the Committee, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary or responsible person appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), whether in any of the Chapter 11 Cases, in any Successor Cases, or upon dismissal of any such Case or Successor Case; provided, however, that the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 or chapter 11 trustee or other responsible person appointed for the estates of the Debtors in any Case or Successor Case. ~~Notwithstanding any other~~

~~provision of the Interim Order, in the event a Final Order is entered, the terms and conditions of the Final Order shall control over this Interim Order.~~

(d) No Waiver. Neither the failure of the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under ~~this~~the Interim Order, this Final Order, the Prepetition Loan Documents, or otherwise (or any delay in seeking or exercising same), nor the failure of the DIP Secured Parties to seek relief or otherwise exercise their respective rights and remedies under ~~this~~the Interim Order, this Final Order, the DIP Loan Documents, or otherwise (or any delay in seeking or exercising same), shall constitute a waiver of any of such parties' rights hereunder, thereunder, or otherwise. Nothing contained in this ~~Interim~~Final Order (including, without limitation, the authorization of the use of any Cash Collateral) shall impair or modify any rights, claims, or defenses available in law or equity to any Prepetition Secured Party or any DIP Secured Party, including, without limitation, rights of a party to a swap agreement, securities contract, commodity contract, forward contract, or repurchase agreement with a Debtor to assert rights of setoff or other rights with respect thereto as permitted by law (or the right of a Debtor to contest such assertion). Except as prohibited by this ~~Interim~~Final Order, the entry of this ~~Interim~~Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, the ability of the Prepetition Secured Parties or the DIP Secured Parties under the Bankruptcy Code or under non-bankruptcy law to (i) request conversion of the Chapter 11 Cases to cases under chapter 7, dismissal of the Chapter 11 Cases, or the appointment of a trustee in the Chapter 11 Cases, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, any chapter 11 plan or plans with respect to any of the Debtors, or (iii) except as expressly provided herein, exercise



any of the rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Secured Parties or the Prepetition Secured Parties, respectively.

(e) No Third Party Rights. Except as explicitly provided for herein, this ~~Interim~~Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary. None of the DIP Agent or the DIP Lenders shall be, solely by reason of having made loans under the DIP Facility, (i) ~~subject to entry of the Final Order,~~ deemed to be in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (a such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute) or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

(f) No Marshaling. ~~Subject to the entry of the Final Order~~Except as expressly set forth herein, neither the DIP Secured Parties nor the Prepetition Secured Parties shall be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral, as applicable.

(g) Amendments. The Debtors are authorized and empowered, without further notice and hearing or approval of this Court, to amend, modify, supplement, or waive any non-material provision of the DIP Loan Documents in accordance with the provisions thereof; provided, however, that any such amendment or other modification to the DIP Loan Documents shall take effect automatically five (5) days after the Committee’s receipt of written notice of such amendment or other modification (or such earlier time as agreed by the Committee), unless, prior to the expiration of such five (5) day period, the Committee

provides to the Debtors and the DIP Agent a written objection, in which case, such amendment or other modification shall only take effect upon the Court's approval thereof or upon a consensual resolution of the Committee's objection. No waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by or on behalf of all the Debtors and the DIP Agent (at the direction of Required DIP Lenders) and, except as provided herein, approved by this Court. Notwithstanding the foregoing, no waiver, modification or amendment of any of the provisions of this ~~Interim~~Final Order or the DIP Loan Documents that would directly and adversely affect the rights or interests of the Prepetition Secured Parties shall be effective unless also consented to in writing by the Prepetition Agent (at the direction of the Required Prepetition Lenders).

(h) Inconsistency. ~~In the event of any inconsistency between the terms and conditions of the DIP Loan Documents and of this Interim Order, the provisions of this Interim Order shall govern and control.~~ Notwithstanding anything to the contrary contained in any other orders of this Court, any payment made or to be made under such orders, any authorization contained in such orders, or any claim for which payment is authorized under such orders shall be subject to the requirements imposed on the Debtors under this ~~Interim~~Final Order, the Approved Budget, and the DIP Loan Documents.

(i) Enforceability. This ~~Interim~~Final Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 ~~and shall take effect and be fully enforceable nunc pro tunc to the Petition Date immediately upon execution 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~~Final Order shall be immediately effective and enforceable upon its entry.

(j) Reservation of Rights. Nothing in this ~~Interim~~Final Order shall be deemed to constitute the consent of the DIP Secured Parties and the Prepetition Secured Parties, and each of the foregoing expressly reserve the right to object, to entry of any Order of the Court that provides for the sale of all or substantially all of the assets of the Debtors to any party unless, in connection and concurrently with any such event, the proceeds of such sale are or will be sufficient to Pay in Full the DIP Obligations, the Prepetition Obligations, and the Prepetition Adequate Protection, and all of the foregoing are Paid in Full on the closing date of such sale.

(k) Headings. Paragraph 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~~Final Order.

21. Broward County. Notwithstanding any other language in this Final Order, nothing herein shall prime or otherwise alter the Broward County Tax Collector's existing statutory tax liens on the Debtors' property to the extent such tax liens are valid, senior, perfected, and unavoidable. All parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Broward County Tax Collector are fully preserved.

22. Texas Taxing Authorities. Notwithstanding any provision in the Interim Order or this Final Order, to the extent that any Texas Taxing Authorities have valid, senior, perfected, enforceable and unavoidable liens as of the Petition Date for prepetition ad valorem taxes arising under state law on any DIP Collateral (the "Texas Tax Authority Liens"), then, for the avoidance of doubt, the Texas Tax Authority Liens shall be considered Prepetition Prior Liens, and the DIP Liens and Adequate Protection Liens shall not prime such Texas Tax Authority Liens. All parties' rights to object to the priority,

validity, amount, and extent of the claims and liens asserted by the Texas Taxing Authorities are fully preserved. The “Texas Taxing Authorities” is defined as the following Texas ad valorem tax entities: Eagle Mountain-Saginaw ISD, Plano ISD, Richardson ISD, Cypress-Fairbanks ISD, Harris County ESD #9, Lone Star College System, Dallas County, and Tarrant County.

23. Final Order Controls. Except as specifically amended, superseded, or modified hereby, the provisions of the Interim Order and any actions taken by the Debtors, the DIP Secured Parties, or the Prepetition Secured Parties in accordance therewith shall remain in effect and are hereby ratified by this Final Order. In the event of any inconsistency between the terms and conditions of the DIP Loan Documents, the Interim Order, or this Final Order, the provisions of this Final Order shall govern and control.

#### 21. Final Hearing

~~(a) Final Hearing Date and Time. The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for April 14, 2025 at 10:00 a.m. (prevailing Eastern Time) at the United States Bankruptcy Court for the Northern District Georgia, Courtroom 1202 in the Richard B. Russell Federal Building & United States Courthouse, 75 Ted Turner Drive, S.W., Atlanta, Georgia 30303.<sup>4</sup>If no objections to~~

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~~<sup>4</sup> Parties may attend the Final Hearing in Courtroom 1202 in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303 or virtually via Judge Baisier’s Virtual Hearing Room. The link for the Virtual Hearing Room can be found on Judge Baisier’s webpage at <https://www.ganb.uscourts.gov/content/honorable-paul-m-baisier> and is best used on a desktop or laptop computer but may be used on a phone or tablet. Participants’ devices must have a camera and audio. You may also join the Virtual Hearing Room through the “Dial In and Virtual Bankruptcy Hearing Information” link at the top of the homepage of the Court’s website, [www.ganb.uscourts.gov](http://www.ganb.uscourts.gov). Please review “Instructions for Appearing by Telephone and Video Conference” located under the “Hearing Information” tab on the judge’s webpage prior to the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position unless you are speaking or until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge’s webpage.~~

~~the relief sought in the Final Hearing are filed and served in accordance with this Interim Order, no Final Hearing may be held, and a separate Final Order may be presented by the Debtors and entered by this Court.~~

~~(b) Final Hearing Notice. Within three (3) Business Days of the entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on the parties having been given notice of the Interim Hearing and to any other party that has filed a request for notices with this Court and to any Committee after the same has been appointed, or Committee counsel, if the same shall have been appointed. Any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Court no later than April 7, 2025 at 4:00 p.m. (prevailing Eastern time) (the "Objection Deadline"), which objections shall be served so that the same are received on or before such date by:~~

~~(a) counsel for the Debtors, Greenberg Traurig, LLP, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305 Attn: David B. Kurzweil (kurzweild@gtlaw.com) and Matthew A. Petrie (petriem@gtlaw.com); (b) counsel for the DIP Lenders and the Prepetition Lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com) and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com), and Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com);~~

~~(c) counsel to the DIP Agent and the Prepetition Agent, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Gregg Bateman (bateman@sewkis.com) and John Ashmead (ashmead@sewkis.com), and Scroggins, Williamson & Ray, P.C., 4401~~

~~Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson  
(rwilliamson@swlawfirm.com); (d) Office of the United States Trustee for the Northern  
District of Georgia, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia, 30303 (Attn:  
Jonathan S. Adams); and (e) counsel to any Committee, and such objections shall be filed  
with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia,  
in each case to allow actual receipt of the foregoing no later than the Objection Deadline.~~

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

END OF DOCUMENT

*Prepared and presented by:*

**GREENBERG TRAURIG, LLP**

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)

Matthew A. Petrie (Ga. Bar No. 227556)

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com

petriem@gtlaw.com

**~~Proposed~~** *Counsel for the Debtors and  
Debtors in Possession*

Exhibit A

**Initial Approved Budget**  
**(see attached)**



**Exhibit B**

**DIP Credit Agreement**

(see attached)

## Exhibit ~~CB~~

### Milestones

In the case of each of the following Milestones, the terms and conditions, and all relevant documentation, including, for the avoidance of doubt, any asset purchase agreement or order approving the sale of the Debtors' assets under section 363 of the Bankruptcy Code, shall be in a form and substance acceptable to the Required DIP Lenders and the Required Prepetition Lenders.

Date	Milestone
March 16, 2025	<ul style="list-style-type: none"> <li>The Debtors shall have filed voluntary chapter 11 petitions.</li> </ul>
March 18, 2025	<ul style="list-style-type: none"> <li>The Debtors shall have filed a motion to approve the DIP Facility and use of cash collateral.</li> <li>The Debtors shall have filed a motion to approve the bidding procedures and stalking horse purchase agreements.</li> </ul>
March 19, 2025	<ul style="list-style-type: none"> <li>An interim order approving the DIP Facility and use of cash collateral shall have been entered.</li> </ul>
April <del>9</del> <u>16</u> , 2025	<ul style="list-style-type: none"> <li><del>The Debtors shall have filed a motion to approve solicitation procedures concurrently with a proposed plan and a proposed disclosure statement.</del> <u>An order approving the bidding procedures and entry into the stalking horse asset purchase agreements shall have been entered.</u></li> </ul>
April <del>16</del> <u>24</u> , 2025	<ul style="list-style-type: none"> <li>A final order approving the DIP Facility and use of cash collateral shall have been entered.</li> <li><del>An order approving the bidding procedures and entry into the stalking horse asset purchase agreements shall have been entered.</del></li> </ul>
May 12, 2025	<ul style="list-style-type: none"> <li>One or more auctions for the sale of all or substantially all of the Debtors' assets shall have occurred (if necessary).</li> </ul>
May 19, 2025	<ul style="list-style-type: none"> <li>One or more orders for the sale of all or substantially all of the Debtors' assets shall have been entered.</li> </ul>
<del>May 20</del> <u>June 6</u> , 2025	<ul style="list-style-type: none"> <li><del>An order</del> <u>The Debtors shall have filed a motion to approve the disclosure statement and solicitation procedures shall have been entered concurrently with a proposed combined plan and disclosure statement.</u></li> </ul>
June 16, 2025	<ul style="list-style-type: none"> <li>One or more sales for all or substantially all of the Debtors' assets shall have closed and the proceeds used to repay the DIP Obligations and Prepetition Obligations.</li> <li>The DIP Obligations shall have been paid in full.</li> </ul>
<u>June 24, 2025</u>	<ul style="list-style-type: none"> <li><u>An order conditionally approving the disclosure statement and solicitation procedures shall have been entered.</u></li> </ul>
<u>July 16, 2025</u>	<ul style="list-style-type: none"> <li><u>Any transition services agreement period shall expire.</u></li> </ul>
<del>June 24</del> <u>August 1</u> , 2025	<ul style="list-style-type: none"> <li>An order confirming a plan of liquidation of the Debtors shall have been entered.</li> </ul>
<del>July 7</del> <u>August 15</u> , 2025	<ul style="list-style-type: none"> <li>The effective date of a plan of liquidation of the Debtors shall have occurred.</li> </ul>

July 16, 2025

■ ~~Any transition services agreement period shall expire.~~