

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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In re:	:	Chapter 11
	:	
MODIVCARE INC., <i>et al.</i> ,	:	Case No. 25-90309 (ARP)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
-----	X	

**CERTIFICATE OF NO OBJECTION REGARDING  
EMERGENCY MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL  
ORDERS (A) AUTHORIZING DEBTORS TO (I) CONTINUE EXISTING CASH  
MANAGEMENT SYSTEM, (II) MAINTAIN EXISTING BUSINESS FORMS,  
AND (III) CONTINUE INTERCOMPANY TRANSACTIONS;  
AND (B) GRANTING RELATED RELIEF  
[Relates to Docket No. 16, 59]**

Pursuant to the Procedures for Complex Cases in the Southern District of Texas (the “**Complex Case Procedures**”), the undersigned hereby certifies as follows:

1. On August 20, 2025, the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) filed the *Emergency Motion of Debtors for Entry of Interim and Final Orders (A) Authorizing Debtors to (I) Continue Existing Cash Management System, (II) Maintain Existing Business Forms, and (III) Continue Intercompany Transactions; and (B) Granting Related Relief* [Docket No. 16] (the “**Motion**”).

2. On August 21, 2025, the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Court**”) entered an interim order granting the relief sought in the Motion on an interim basis [Docket No. 59] (the “**Interim Order**”).

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”) and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.veritaglobal.net/ModivCare>. Debtor ModivCare Inc.’s principal place of business and the Debtors’ service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.



3. As set forth in the Interim Order, the deadline to object to entry of the proposed final order granting the relief sought in the Motion [Docket No. 16-4] (the “***Proposed Final Order***”) was **September 10, 2025, at 5:00 p.m. (prevailing Central Time)** (the “***Objection Deadline***”), which was extended solely as to the Official Committee of Unsecured Creditors (the “***Committee***”) until **September 25, 2025, at 4:00 p.m. (prevailing Central Time)**.

4. The Objection Deadline passed, and in accordance with paragraph 44 of the Complex Case Procedures, the undersigned represents to the Court that counsel has reviewed the Court’s docket and no objections or other responses to the Motion have been filed on the Court’s docket, and the Debtors are unaware of any other objection to the Motion.

5. In advance of the Objection Deadline, the Debtors’ counsel received informal comments from the Committee. The Debtors attach hereto a revised version of the Proposed Final Order (the “***Revised Proposed Final Order***”) and a redline comparing the Revised Proposed Final Order to the Proposed Final Order. The revisions reflected in the attached redline resolve all comments.

6. Accordingly, the Debtors respectfully request that the Court enter the Revised Proposed Final Order attached hereto.

Dated: September 25, 2025  
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

**HUNTON ANDREWS KURTH LLP**

Timothy A. ("Tad") Davidson II (Texas Bar No. 24012503)

Catherine A. Rankin (Texas Bar No. 24109810)

Brandon Bell (Texas Bar No. 24127019)

600 Travis Street, Suite 4200

Houston, TX 77002

Telephone: (713) 220-4200

Email: taddavidson@hunton.com

crankin@hunton.com

bbell@hunton.com

- and -

**LATHAM & WATKINS LLP**

Ray C. Schrock (NY Bar No. 4860631)

Keith A. Simon (NY Bar No. 4636007)

George Klidonas (NY Bar No. 4549432)

Jonathan J. Weichselbaum (NY Bar No. 5676143)

1271 Avenue of the Americas

New York, NY 10020

Telephone: (212) 906-1200

Email: ray.schrock@lw.com

keith.simon@lw.com

george.klidonas@lw.com

jon.weichselbaum@lw.com

*Proposed Co-Counsel for the Debtors  
and Debtors in Possession*

**Certificate of Service**

I certify that on September 25, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II

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Debtors. <sup>1</sup>	:	(Jointly Administered)
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**FINAL ORDER (A) AUTHORIZING DEBTORS TO  
(I) CONTINUE EXISTING CASH MANAGEMENT SYSTEM,  
(II) MAINTAIN EXISTING BUSINESS FORMS, AND (III) CONTINUE  
INTERCOMPANY TRANSACTIONS; AND (B) GRANTING RELATED RELIEF  
[Relates to Docket Nos. 16 & 59]**

Upon the emergency motion (the “*Motion*”)<sup>2</sup> of the Debtors for entry of a final order (this “*Final Order*”) (a) authorizing, but not directing, the Debtors to (i) continue operating their existing Cash Management System, including, without limitation, to continue to maintain their existing accounts and business forms, (ii) implement changes to the Cash Management System in the ordinary course of business insofar as such changes relate to the Debtors’ participation in, or control of, the Cash Management System, including, without limitation, opening new or closing existing accounts owned by the Debtors, (iii) continue to perform under and honor intercompany transactions among Debtors and non-Debtor affiliates in the ordinary course of business, (iv) provide administrative expense priority for postpetition Intercompany Claims against the Debtors, (v) honor and pay all prepetition and postpetition Account Fees payable by the Debtors,

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning assigned to them in the Motion.

and (vi) continue utilizing the Corporate Card Programs in the ordinary course and pay prepetition amounts thereunder; (b) waiving, on a conditional 60-day basis, certain requirements under section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines; (c) authorizing and directing the financial institutions at which the Debtors maintain various Accounts to (i) continue to maintain, service, and administer the Accounts and (ii) debit the Accounts in the ordinary course of business on account of (I) electronic transfers (including wire transfers, book transfers, and ACH transfers) or checks drawn on the Accounts and (II) all amounts owed to the Banks for maintenance of the Accounts, including, without limitation, any account fees, credit card procession fees, service charges and other fees, costs, charges, chargebacks, and expenses associated with the Accounts and the Cash Management System, whether arising before or after the commencement of the Chapter 11 Cases; and (d) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion, the First Day Declaration, and the Interim Order entered on August 21, 2025; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Motion

is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Debtors are authorized, but not directed, to continue to maintain, and manage their cash pursuant to, the Cash Management System; to collect, concentrate, and disburse cash in accordance with the Cash Management System, including Intercompany Transactions; and to make ordinary course changes to their Cash Management System without further order of the Court.

2. The Debtors are authorized, but not directed, to (a) designate, maintain, and continue to use any or all of their existing Accounts, including those listed on **Exhibit B** to the Motion, in the names and with the account numbers existing immediately before the Petition Date, (b) to the extent of available funds, deposit funds in, and withdraw funds from, such accounts by all usual means, including, without limitation, checks, wire transfers, ACH transfers, and other debits, (c) pay any Account Fees or other charges associated with the Accounts, whether arising before, on, or after the Petition Date, and (d) treat their prepetition Accounts for all purposes as debtor in possession accounts. For the avoidance of doubt, postpetition Account Fees are entitled to administrative expense priority pursuant to Section 503(b) of the Bankruptcy Code.

3. The Debtors are authorized, but not directed, to (a) open new Accounts and close any existing Accounts in the ordinary course of business as they may deem necessary and appropriate, and any relevant bank is authorized to honor the Debtors' requests to open or close such Accounts and (b) enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided*, that all accounts opened by any of the Debtors on or after the Petition Date at any bank, shall, for

purposes of this Final Order, be deemed an Account as if it had been listed on **Exhibit A** to the Motion; *provided, further*, that all new accounts that are opened within the United States shall be at depositories that are designated as an approved depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines; *provided, further*, that the Debtors shall provide prior written notice to the extent reasonably practicable, email notice being sufficient, to the U.S. Trustee, and counsel to the Official Committee of Unsecured Creditors (the “***Committee***”), email notice being sufficient, of such opening or closing any Account and such opening or closing shall be timely reported in the Debtors’ monthly operating reports.

4. To the extent practicable, the Debtors shall provide notice within five (5) business days to the Committee prior to making any material change to the Cash Management System and consult with the Committee in respect to such change.

5. The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to such obligations as set forth herein, to the extent that sufficient funds are on deposit in available funds in the applicable accounts to cover such payments. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

6. The Debtors are authorized, but not directed, to continue the Corporate Card Programs in the ordinary course and using, and performing their obligations under, the Corporate Card Programs, including, without limitation, paying any obligations related thereto regardless of whether such obligations arose prior to or after the Petition Date. All prepetition charges and fees

due and owing under any agreements between the Credit Card Providers and the Debtors are authorized to be paid to the Credit Card Providers, as applicable pursuant to the terms of such agreements.

7. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Chapter 11 Cases with respect to any prepetition amounts that are authorized to be paid pursuant to this Final Order.

8. Each of the Debtor's Banks is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to, on, or after the Petition Date; (ii) all checks or other items deposited in one of Debtors' accounts with such Bank prior to, on, or after the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition and postpetition amounts outstanding, owed to any Bank as service charges for the maintenance of the Cash Management System; and that any of the Debtors' Banks may rely on the representations of the Debtor with respect to whether any check or other payment order drawn or issued by the Debtors prior to, on, or after the Petition Date should be honored pursuant to this Order or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.



9. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition or postpetition checks, drafts, wires, electronic funds transfers, ACH transfers, or other items in a good faith belief or upon a representation by the Debtors that the Court has authorized such check, draft, wire, transfers, or other items; or (c) an innocent mistake made despite implementation of reasonable handling procedures.

10. Those certain existing deposit agreements between the Debtors and their existing Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, without the need for further Court order. Either the Debtors or the Banks may, without further order of this Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of Accounts.

11. The Debtors are authorized but not directed to operate under existing merchant services agreements (the “***Merchant Services Agreements***”) with certain credit card processors. The Debtors are authorized to pay or reimburse such credit card processors for the fees, charges, refunds, chargebacks, reserves, and other amounts due and owing from the Debtors to the credit card processors (the “***Merchant Services Obligations***”), whether such obligations are incurred prepetition or postpetition; *provided*, that, Merchant Services Obligations arising postpetition shall be entitled to, in addition to any other lien, collateral, or payment priority rights in support thereof, administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code. The credit card processors are authorized to receive or obtain payment for such Merchant Services

Obligations, as provided under, and in the manner set forth in, the Merchant Services Agreements, including, without limitation, by way of recoupment or setoff without further order of the Court.

12. The Debtors are authorized pursuant to sections 363(c) and 364(a) of the Bankruptcy Code to continue to perform under and honor Intercompany Transactions in the ordinary course of business, so long as such Intercompany Transactions are materially consistent with the Debtors' operation of their business in the ordinary course during the prepetition period; *provided* that the Debtors shall maintain accurate and detailed records of all Intercompany Transactions and the payment of Intercompany Claims so that all transactions, including Intercompany Transactions and the payment of Intercompany Claims, may be readily traced, ascertained, distinguished, and recorded properly on applicable intercompany accounts (if any) and distinguished between prepetition and postpetition transactions for the purposes of determining administrative expense status, which records shall be provided to the First Lien Agent, counsel to the Committee, and Consenting Creditor Counsel upon reasonable request. Further, the Debtors shall maintain a report setting forth all Intercompany Transactions that constitute cash payments, both between Debtors and between Debtors and non-Debtor affiliates, and shall provide a copy of such report on a weekly basis to First Lien Agent, Consenting Creditor Counsel and counsel to the Committee beginning with the second week following the entry of this Final Order. To the extent that the transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors.

13. To the extent practicable, the Debtors shall provide notice within five (5) business days to the Committee prior to making any transfer of assets greater than \$750,000 from a Debtor to a Non-Debtor Affiliate.

14. All Intercompany Claims against one Debtor held by another Debtor arising after the Petition Date as a result of Intercompany Transactions shall be accorded administrative expense priority status in accordance with section 503(b) of the Bankruptcy Code. For the avoidance of doubt, the relief granted in this Final Order with respect to the postpetition Intercompany Transactions and the Intercompany Claims resulting therefrom shall not constitute a finding as to the validity, priority, or status or any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen, and the Debtors and any other party in interest expressly reserve any and all rights with regard to the validity, priority, or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen.

15. To the extent that any of the Debtors' Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines, the Debtors shall have until October 2, 2025, without prejudice to seeking an additional extension or extensions, to come into compliance with section 345(b) of the Bankruptcy Code. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order; *provided*, that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

16. Notwithstanding the foregoing, a non-Debtor affiliate shall not setoff any postpetition obligations owed to a Debtor against any prepetition obligations owed by a Debtor to a non-Debtor affiliate to the disadvantage of the Debtors.

17. The Debtors shall maintain accurate records of all transfers within the Cash Management System, including transfers between Debtors, so that all postpetition transfers and

transactions shall be adequately and promptly documented in, and readily ascertainable from, their books and records, to the same extent maintained by the Debtors before the Petition Date and such records shall be made available upon reasonable request by counsel to the Consenting Creditors and counsel to the Committee. To the extent that the transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors.

18. The Debtors are authorized to continue using, as such forms were in existence immediately before the Petition Date, the Business Forms, without reference to any Debtors' status as a debtor in possession; *provided*, that once the Debtors have exhausted their existing stock of checks, the Debtors shall ensure that any new checks are clearly labeled "Debtor In Possession" as soon as it is reasonably practicable to do so; *provided further*, that with respect to any Business Forms that exist or are generated electronically, the Debtors shall use reasonable efforts to ensure that such electronic Business Forms are labeled "Debtor In Possession" within fifteen (15) days following entry of this Final Order, without prejudice to seeking an additional extension of such deadline. The Debtors may obtain a further extension of the 15-day time period referenced in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

19. Nothing in the Motion or this Final Order, or any payment made pursuant to this Final Order, is intended to be or shall be deemed as (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in

interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (h) an admission that any lien satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to this Final Order is not intended to be and should not be construed as an admission to the validity of any claim or waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

20. Nothing contained in this Final Order shall (a) create or perfect any rights in favor of or enhance the priority of any claim held by any party as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien, in favor of any person or entity, that existed as of the Petition Date. Further, nothing in this Final Order shall encumber assets that are unencumbered on or after the Petition Date.

21. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "***DIP Order***"). To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

22. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

23. Notice of the Motion is adequate under Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules.

24. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Final Order shall be effective and enforceable immediately upon entry hereof.

25. The Debtors are further authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Final Order.

26. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Signed: \_\_\_\_\_, 2025  
Houston, Texas

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UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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In re:	:	Chapter 11
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MODIVCARE INC., <i>et al.</i> ,	:	Case No. 25-90309 (ARP)
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Debtors. <sup>1</sup>	:	(Jointly Administered)
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**FINAL ORDER (A) AUTHORIZING  
DEBTORS TO  
(I) CONTINUE EXISTING  
CASH MANAGEMENT SYSTEM,  
(II) MAINTAIN EXISTING BUSINESS  
FORMS, AND (III) CONTINUE INTERCOMPANY TRANSACTIONS;  
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[Relates to Docket ~~No~~Nos. ~~—~~16 & 59]**

Upon the emergency motion (the “*Motion*”)<sup>2</sup> of the Debtors for entry of a final order (this “*Final Order*”) (a) authorizing, but not directing, the Debtors to (i) continue operating their existing Cash Management System, including, without limitation, to continue to maintain their existing accounts and business forms, (ii) implement changes to the Cash Management System in the ordinary course of business insofar as such changes relate to the Debtors’ participation in, or control of, the Cash Management System, including, without limitation, opening new or closing existing accounts owned by the Debtors, (iii) continue to perform under and honor intercompany transactions among Debtors and non-Debtor affiliates in the ordinary course of

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business, (iv) provide administrative expense priority for postpetition Intercompany Claims against the Debtors, (v) honor and pay all prepetition and postpetition Account Fees payable by the Debtors, and (vi) continue utilizing the Corporate Card Programs in the ordinary course and pay prepetition amounts thereunder; (b) waiving, on a conditional 60-day basis, certain requirements under section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines; (c) authorizing and directing the financial institutions at which the Debtors maintain various Accounts to (i) continue to maintain, service, and administer the Accounts and (ii) debit the Accounts in the ordinary course of business on account of (I) electronic transfers (including wire transfers, book transfers, and ACH transfers) or checks drawn on the Accounts and (II) all amounts owed to the Banks for maintenance of the Accounts, including, without limitation, any account fees, credit card procession fees, service charges and other fees, costs, charges, chargebacks, and expenses associated with the Accounts and the Cash Management System, whether arising before or after the commencement of the Chapter 11 Cases; and (d) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion, the First Day Declaration, and the Interim Order entered on ~~1-1-2025~~ August 21, 2025; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court



having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Debtors are authorized, but not directed, to continue to maintain, and manage their cash pursuant to, the Cash Management System; to collect, concentrate, and disburse cash in accordance with the Cash Management System, including Intercompany Transactions; and to make ordinary course changes to their Cash Management System without further order of the Court.

2. The Debtors are authorized, but not directed, to (a) designate, maintain, and continue to use any or all of their existing Accounts, including those listed on **Exhibit AB** to the Motion, in the names and with the account numbers existing immediately before the Petition Date, (b) to the extent of available funds, deposit funds in, and withdraw funds from, such accounts by all usual means, including, without limitation, checks, wire transfers, ACH transfers, and other debits, (c) pay any Account Fees or other charges associated with the Accounts, whether arising before, on, or after the Petition Date, and (d) treat their prepetition Accounts for all purposes as debtor in possession accounts. For the avoidance of doubt, postpetition Account Fees are entitled to administrative expense priority pursuant to Section 503(b) of the Bankruptcy Code.

3. The Debtors are authorized, but not directed, to (a) open new Accounts and close any existing Accounts in the ordinary course of business as they may deem necessary and appropriate, and any relevant bank is authorized to honor the Debtors' requests to open or close

such Accounts and (b) enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided*, that all accounts opened by any of the Debtors on or after the Petition Date at any bank, shall, for purposes of this Final Order, be deemed an Account as if it had been listed on **Exhibit A** to the Motion; ~~and~~ *provided, further*, that all new accounts that are opened within the United States shall be at depositories that are designated as an approved depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines; *provided, further*, that the Debtors shall provide prior written notice to the extent reasonably practicable, email notice being sufficient, to the U.S. Trustee, and ~~if appointed,~~ counsel to ~~any statutory committee~~ the Official Committee of Unsecured Creditors (the “Committee”), email notice being sufficient, of such opening or closing any Account and such opening or closing shall be timely reported in the Debtors’ monthly operating reports.

4. To the extent practicable, the Debtors shall provide notice within five (5) business days to the Committee prior to making any material change to the Cash Management System and consult with the Committee in respect to such change.

5. ~~4.~~ The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to such obligations as set forth herein, to the extent that sufficient funds are on deposit in available funds in the applicable accounts to cover such payments. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or

transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

6. ~~5.~~ The Debtors are authorized, but not directed, to continue the Corporate Card Programs in the ordinary course and using, and performing their obligations under, the Corporate Card Programs, including, without limitation, paying any obligations related thereto regardless of whether such obligations arose prior to or after the Petition Date. All prepetition charges and fees due and owing under any agreements between the Credit Card Providers and the Debtors are authorized to be paid to the Credit Card Providers, as applicable pursuant to the terms of such agreements.

7. ~~6.~~ The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Chapter 11 Cases with respect to any prepetition amounts that are authorized to be paid pursuant to this Final Order.

8. ~~7.~~ Each of the Debtor's Banks is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to, on, or after the Petition Date; (ii) all checks or other items deposited in one of Debtors' accounts with such Bank prior to, on, or after the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition and postpetition amounts outstanding ~~as of the date hereof, if any~~, owed to any Bank as service charges for the

maintenance of the Cash Management System; and that any of the Debtors' Banks may rely on the representations of the Debtor with respect to whether any check or other payment order drawn or issued by the Debtors prior to, on, or after the Petition Date should be honored pursuant to this Order or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

9. ~~8.~~ The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition or postpetition checks, drafts, wires, electronic funds transfers, ACH transfers, or other items in a good faith belief or upon a representation by the Debtors that the Court has authorized such ~~prepetition~~ check, draft, wire, transfers, or other items; or (c) an innocent mistake made despite implementation of reasonable handling procedures.

10. ~~9.~~ Those certain existing deposit agreements between the Debtors and their existing Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, without the need for further Court order. Either the Debtors or the Banks may, without further order of this Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of Accounts.

11. The Debtors are authorized but not directed to operate under existing merchant services agreements (the "Merchant Services Agreements") with certain credit card processors. The Debtors are authorized to pay or reimburse such credit card

processors for the fees, charges, refunds, chargebacks, reserves, and other amounts due and owing from the Debtors to the credit card processors (the “Merchant Services Obligations”), whether such obligations are incurred prepetition or postpetition; provided, that, Merchant Services Obligations arising postpetition shall be entitled to, in addition to any other lien, collateral, or payment priority rights in support thereof, administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code. The credit card processors are authorized to receive or obtain payment for such Merchant Services Obligations, as provided under, and in the manner set forth in, the Merchant Services Agreements, including, without limitation, by way of recoupment or setoff without further order of the Court.

12. ~~10.~~ The Debtors are authorized pursuant to sections 363(c) and 364(a) of the Bankruptcy Code to continue to perform under and honor Intercompany Transactions in the ordinary course of business, so long as such Intercompany Transactions are materially consistent with the Debtors’ operation of their business in the ordinary course during the prepetition period; *provided* that the Debtors shall maintain accurate and detailed records of all Intercompany Transactions and the payment of Intercompany Claims so that all transactions, including Intercompany Transactions and the payment of Intercompany Claims, may be readily traced, ascertained, distinguished, and recorded properly on applicable intercompany accounts (if any) and distinguished between prepetition and postpetition transactions for the purposes of determining administrative expense status, which records shall be provided to the First Lien Agent, counsel to the Committee, and Consenting Creditor Counsel upon reasonable request. Further, the Debtors shall maintain a report setting forth all Intercompany Transactions that constitute cash payments, both between Debtors and between Debtors and non-Debtor affiliates,

and shall provide a copy of such report on a weekly basis to First Lien Agent ~~and~~, Consenting Creditor Counsel and counsel to the Committee beginning with the second week following the entry of this Final Order. To the extent that the transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors.

13. To the extent practicable, the Debtors shall provide notice within five (5) business days to the Committee prior to making any transfer of assets greater than \$750,000 from a Debtor to a Non-Debtor Affiliate.

14. ~~11.~~ All Intercompany Claims against one Debtor held by another Debtor arising after the Petition Date as a result of Intercompany Transactions shall be accorded administrative expense priority status in accordance with section 503(b) of the Bankruptcy Code. For the avoidance of doubt, the relief granted in this Final Order with respect to the postpetition Intercompany Transactions and the Intercompany Claims resulting therefrom shall not constitute a finding as to the validity, priority, or status or any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen, and the Debtors and any other party in interest expressly reserve any and all rights with regard to the validity, priority, or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen.

15. ~~12.~~ To the extent that any of the Debtors' Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines, the Debtors shall have until October 2, 2025, without prejudice to seeking an additional extension or extensions, to come into compliance with section 345(b) of the Bankruptcy Code. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a

written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order; *provided*, that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

16. ~~13.~~ Notwithstanding the foregoing, a non-Debtor affiliate shall not setoff any postpetition obligations owed to a Debtor against any prepetition obligations owed by a Debtor to a non-Debtor affiliate to the disadvantage of the Debtors.

17. ~~14.~~ The Debtors shall maintain accurate records of all transfers within the Cash Management System, including transfers between Debtors, so that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, their books and records, to the same extent maintained by the Debtors before the Petition Date and such records shall be made available upon reasonable request by counsel to the Consenting Creditors and counsel to the Committee. To the extent that the transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors.

18. ~~15.~~ The Debtors are authorized to continue using, as such forms were in existence immediately before the Petition Date, the Business Forms, without reference to any Debtors' status as a debtor in possession; *provided*, that once the Debtors have exhausted their existing stock of checks, the Debtors shall ensure that any new checks are clearly labeled "Debtor In Possession" as soon as it is reasonably practicable to do so; *provided further*, that with respect to any Business Forms that exist or are generated electronically, the Debtors shall use reasonable efforts to ensure that such electronic Business Forms are labeled "Debtor In Possession" within fifteen (15) days following entry of this Final Order, without prejudice to seeking an additional

extension of such deadline. The Debtors may obtain a further extension of the 15-day time period referenced in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

19. ~~16.~~ Nothing in the Motion or this Final Order, or any payment made pursuant to this Final Order, is intended to be or shall be deemed as (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (h) an admission that any lien satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to this Final Order is not intended to be and should not be construed as an admission to the validity of any claim or waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

20. Nothing contained in this Final Order shall (a) create or perfect any rights in favor of or enhance the priority of any claim held by any party as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security



interest or lien, in favor of any person or entity, that existed as of the Petition Date.  
Further, nothing in this Final Order shall encumber assets that are unencumbered on or  
after the Petition Date.

21. ~~17.~~ Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "***DIP Order***"). To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

22. ~~18.~~ The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

23. ~~19.~~ Notice of the Motion is adequate under Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules.

24. ~~20.~~ Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Final Order shall be effective and enforceable immediately upon entry hereof.

25. ~~21.~~ The Debtors are further authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Final Order.

26. ~~22.~~ The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Signed: \_\_\_\_\_, 2025  
Houston, Texas

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE