

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

OTB HOLDING LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-52415 (SMS)
)
)
) (Jointly Administered)
)
)
) Related to Docket Nos. 17, 50

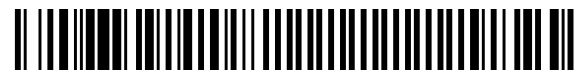
NOTICE OF FILING OF PROPOSED FINAL ORDER

PLEASE TAKE NOTICE that, on March 5, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Emergency Motion for Interim and Final Orders (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 17] (the “Motion”).

PLEASE TAKE FURTHER NOTICE that on March 7, 2025, the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) entered the *Interim Order (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 50] (the “Interim Order”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a proposed form of final order (the “Proposed Final Order”) attached hereto as **Exhibit A**. A redline reflecting the modifications between the Interim Order and the Proposed Final Order is attached hereto as **Exhibit B**.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: OTB Holding LLC (3213), OTB Acquisition LLC (8500), OTB Acquisition of New Jersey LLC (1506), OTB Acquisition of Howard County LLC (9865), Mt. Laurel Restaurant Operations LLC (5100), OTB Acquisition of Kansas LLC (9014), OTB Acquisition of Baltimore County, LLC (6963). OTB Holding LLC’s service address is One Buckhead Plaza, 3060 Peachtree Road, NW, Atlanta, GA 30305.



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PLEASE TAKE FURTHER NOTICE that the hearing to consider the Motion will be held before the Honorable Sage M. Sigler, United States Bankruptcy Judge, in Courtroom 1201, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia, 30303 on **April 3, 2025, at 1:30 p.m. (prevailing Eastern Time).**

PLEASE TAKE FURTHER NOTICE that a copy of each document filed in the above captioned chapter 11 cases can be viewed on the Court's website at www.ganb.uscourts.gov and the website of the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/ontheborder>. Further information may be obtained by using the "Submit an Inquiry" function at <https://www.veritaglobal.net/ontheborder/inquiry>.

Date: April 1, 2025
Atlanta, GA

Respectfully submitted,

KING & SPALDING LLP

/s/ Jeffrey R. Dutson

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Counsel for the Debtors in Possession

Exhibit A

Proposed Final Order

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re)	Chapter 11
)	
)	Case No. 25-54215 (SMS)
OTB HOLDING LLC, <i>et al.</i> , ¹)	
)	(Jointly Administered)
Debtors.)	
)	

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR
SECURED SUPERPRIORITY POSTPETITION FINANCING; (II) GRANTING
(A) LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS AND
(B) ADEQUATE PROTECTION; (III) AUTHORIZING USE OF CASH COLLATERAL;
(IV) MODIFYING THE AUTOMATIC STAY; AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of OTB Acquisition LLC (“OTB”) and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “Chapter 11 Cases”), as debtors and debtors in possession (collectively, the “Debtors”) seeking entry of an interim order (the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: OTB Holding LLC (3213), OTB Acquisition LLC (8500), OTB Acquisition of New Jersey LLC (1506), OTB Acquisition of Howard County LLC (9865), Mt. Laurel Restaurant Operations LLC (5100), OTB Acquisition of Kansas LLC (9014), OTB Acquisition of Baltimore County, LLC (6963). OTB Holding LLC’s service address is One Buckhead Plaza, 3060 Peachtree Road, NW, Atlanta, GA 30305.

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

“Interim DIP Order”) and a final order (this “Final DIP Order”, and together with the Interim DIP Order, the “DIP Orders”) pursuant to sections 105, 361, 362, 363, 364(c), 364(d), 364(e), 503, and 507 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2002-1, 4001-1(b), 4002-1, and 9013-1(i) of the Local rules of the United States Bankruptcy Court for the Northern District of Georgia (the “Local Bankruptcy Rules”), seeking, among other things:

- (i) authorizing the Debtors to incur senior secured postpetition obligations on a superpriority basis in respect of a senior secured superpriority delayed multiple-draw term loan facility in the aggregate principal amount of \$14 million (the “DIP Facility”) (provided that such \$14 million commitment amount excludes all interest, fees and expenses that will be capitalized as part of the aggregate outstanding principal amount under the DIP Facility, and, all amounts extended, deemed extended or capitalized under the DIP Facility, the “DIP Loans”), comprised of: (a) upon entry of the Interim DIP Order, \$11.5 million, including \$7.5 million of new money DIP Loans (the “Interim Advance”), plus a roll-up and conversion into DIP Loans of \$4 million of the outstanding principal balance under the Prepetition Secured Note (as defined below) (the “Roll-Up”), plus capitalization of the DIP Facility Fee (defined below) and (b) upon entry of this Final DIP Order, an additional \$2.5 million of new money DIP Loans (the “Remaining Availability”) (for a total of \$10 million of new money DIP Loans), pursuant to the terms and conditions of the Interim DIP Order, this Final DIP Order, and a Secured Super-Priority Debtor-in-Possession Credit Agreement, a copy of which is attached hereto as **Exhibit 2** (as the same may be amended, restated, supplemented, waived, or otherwise modified from time to time, consistent with the terms of the Interim DIP Order and this Final DIP Order, the “DIP Credit Agreement”), by and among OTB, as borrower (the “DIP Facility Borrower”), and its affiliates who are Debtors in these Chapter 11 Cases, as guarantors (such guarantors together with the DIP Facility Borrower, the “DIP Facility Loan Parties” and, each, a “DIP Facility Loan Party”), and OTB Lender, LLC (the “DIP Lender”);
- (ii) authorizing the Debtors to execute and deliver the DIP Credit Agreement in form and substance consistent with the terms of this Final DIP Order, and any other agreements, instruments, pledge agreements, guarantees, fee letters, control agreements, and other ancillary documents related thereto (including any security agreements, intellectual property security agreements, or notes) (as amended, restated, supplemented, waived, and/or modified from time to time, collectively with the DIP Credit Agreement, the “DIP Loan Documents”) and to perform such

other acts as may be necessary or desirable in connection with the DIP Loan Documents;

- (iii) authorizing the Debtors to borrow a maximum aggregate principal amount of up to \$14 million of the DIP Loans, consisting of new money loans in an aggregate principal amount of \$10 million and the Roll-Up in an aggregate principal amount of \$4 million, with the unfunded portion of the new money DIP Loans to be available from and after the entry of this Final DIP Order as further described in the DIP Credit Agreement and so long as such advance is or advances are determined to be appropriate and supported by the Approved Budget; *provided* that the limitation on the principal amount of the DIP Loans shall not limit the capitalized interest, the capitalized DIP Facility Fee or any other amounts capitalized under the terms of the DIP Credit Agreement;
- (iv) approving upon entry of the Interim DIP Order, an upfront commitment fee in an amount equal to 0.50% of the \$14 million DIP Facility, which such amount was deemed to have been borrowed concurrently with the Interim Advance and such amount was capitalized and added to the principal amount outstanding under the DIP Facility (the “DIP Facility Fee”);
- (v) subject to and subordinate in all respects to the Carve-Out (as defined below), granting the DIP Facility and all obligations owing thereunder and under, or secured by, the DIP Loan Documents, to the DIP Lender (collectively, and including all “Obligations” as defined in the DIP Credit Agreement, the “DIP Obligations”) allowed superpriority administrative expense claim status in each of the Chapter 11 Cases and any Successor Cases (as defined below);
- (vi) subject to the Carve-Out, granting to the DIP Lender automatically and validly perfected security interests in and liens on all of the DIP Collateral (as defined below), including all property constituting Cash Collateral (as defined below);
- (vii) authorizing and directing the Debtors to pay the principal, interest, premiums, fees, expenses, and other amounts payable under the DIP Orders and the DIP Loan Documents as such become earned, due and payable, including the DIP Facility Fee, any administrative agent’s fees, the reasonable and documented fees and disbursements of the DIP Lender’s attorneys (including Porter Hedges LLP), advisors, accountants, and other consultants, all to the extent provided in, and in accordance with, the DIP Order and the DIP Loan Documents;
- (viii) authorizing the Debtors to use the Prepetition Collateral (as defined below), including the Cash Collateral of the Prepetition Bridge Lender (as defined below) under (a) each of the agreements, instruments, and other documents executed in connection with the Prepetition Secured Note; and (b) the Prepetition Secured Note;

- (ix) authorizing the Debtors to use the assets (“CrossFirst Collateral”) subject to junior liens held by CrossFirst Bank (“CrossFirst”), including the cash collateral of CrossFirst, and providing adequate protection to CrossFirst for any diminution in value of the CrossFirst Collateral from and after the Petition Date to the extent such diminution in value occurs on account of the Debtors’ sale, lease or use of the CrossFirst Collateral, the priming of the liens securing the obligations to CrossFirst (the “CrossFirst Liens”), and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (“Diminution in Value”);
- (x) waiving (a) the Debtors’ right to surcharge any collateral pursuant to sections 105(a) and 506(c) of the Bankruptcy Code or otherwise and (b) the equitable doctrine of marshaling and other similar doctrines; and
- (xi) modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents and this Final DIP Order.

This Court having considered the Motion, the exhibits attached thereto, the *Declaration of Jonathan Tibus in Support of Debtors’ Motion for Interim and Final Orders (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief*, the First Day Declaration, and the evidence submitted and arguments made at the final hearing held on April 3, 2025 (the “Final Hearing”); and it appearing that proper and adequate notice of the Motion has been given under the circumstances and no further notice need be provided; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and it appearing that approval of the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and is otherwise fair and reasonable and in the best interests of the Debtors, their creditors, and their estates, and essential for the continued operation of the Debtors’ businesses and maximization of the value of the Debtors’ assets; and it appearing that the Debtors’ entry into the DIP Loan Documents is a sound and prudent

exercise of the Debtors' business judgment; and after due deliberation and consideration; and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. **Petition Date.** On March 4, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Bankruptcy Court for the Northern District of Georgia (the "Court").

B. **Debtors in Possession.** The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. **Jurisdiction and Venue.** This Court has jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for the Chapter 11 Cases and proceedings with respect to the Motion is proper before this Court pursuant to 28 U.S.C. § 1408.

D. **Committee Formation.** On March 17, 2025, the United States Trustee for the Northern District of Georgia (the "U.S. Trustee") appointed an official committee of unsecured creditors in the Chapter 11 Cases (the "Committee") pursuant to section 1102 of the Bankruptcy Code.

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

E. **Notice.** Notice of the Motion and the Final Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, and no other or further notice of the Motion with respect to the relief requested at the Final Hearing or the entry of this Final DIP Order shall be required.

F. **Debtors' Stipulations.** After consultation with their attorneys and financial advisors, and without prejudice to the rights of other parties in interest, including any Committee, the Debtors admit, stipulate, acknowledge, and agree to the statements set forth in this paragraph (collectively, the "Debtors' Stipulations"): (i) on February 14, 2025, OTB Lender, LLC, a Delaware corporation (the "Prepetition Bridge Lender"), entered into that certain Secured Promissory Note dated as of February 14, 2025 (such agreement, as amended, the "Prepetition Secured Note"); (ii) as of the Petition Date, the Debtors were Borrowers (as defined in the Prepetition Secured Note) and thus were justly and lawfully indebted and liable to the Prepetition Bridge Lender, without defense, counterclaim, or offset of any kind, in an aggregate principal amount of not less than \$4 million plus accrued and unpaid interest and all other obligations of whatever nature incurred in connection therewith which are chargeable or otherwise reimbursable under the applicable agreements or applicable law (collectively, the "Prepetition Secured Note Obligations"); (iii) as more fully set forth in the Prepetition Secured Note, prior to the Petition Date, the Debtors granted legal, valid, perfected, binding, enforceable, and nonavoidable liens and security interests on all of the Pledged Collateral (as defined in the Prepetition Secured Note) (excluding any Previously Unencumbered DIP Collateral (as defined below)) (the "Prepetition Collateral") to secure the Prepetition Secured Note Obligations (collectively, the "Prepetition Liens"); (iv) the Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition

Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Bridge Lender for fair consideration and reasonably equivalent value; (b) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to certain liens senior by operation of law, solely to the extent any such liens were, as of the Petition Date, valid, properly perfected (or are perfected subsequent to the Petition Date as permitted by section 546(b)), non-avoidable, and senior in priority to the Prepetition Liens; and (v) no claims or causes of action exist that are held by the Debtors or their estates against, or with respect to, the Prepetition Bridge Lender under the Prepetition Secured Note or any other applicable law. The Debtors and their estates have no valid claims, objections, challenges, causes of action, and/or choses in action against any of the Prepetition Bridge Lender or any of its respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition Secured Note, the Prepetition Secured Note Obligations, or the Prepetition Liens whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents.

G. **Cash Collateral.** All of the Debtors' cash, including any cash in their deposit accounts, wherever located, whether as original collateral or proceeds of other Prepetition Collateral, constitutes or will constitute cash collateral ("Cash Collateral") of the Prepetition Bridge Lender, the DIP Lender, and CrossFirst.

H. **Findings Regarding Postpetition Financing and Use of Cash**

Collateral.

(i) *Request for Postpetition Financing and Use of Cash Collateral.*

The Debtors seek (a) confirmation that entry into the DIP Facility and incurring the DIP Obligations on the terms described in the DIP Credit Agreement and herein are within the Debtors' authority as granted in the Interim DIP Order and (b) authority to use Cash Collateral on the terms described herein, in each case, to administer their Chapter 11 Cases and fund their operations.

(ii) *Priming of the Prepetition Liens.*

The consensual priming of the CrossFirst Liens under section 364(d) of the Bankruptcy Code, as provided herein, will enable the Debtors to obtain the financing needed to continue to operate their business during the pendency of the Chapter 11 Cases, to the benefit of their estates and creditors. CrossFirst is entitled to receive adequate protection as set forth in this Final DIP Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, solely to the extent of any Diminution in Value of its interests in the CrossFirst Collateral (including Cash Collateral) that may result from the priming of the CrossFirst Liens. CrossFirst has consented to the priming of the CrossFirst Liens.

(iii) *Need for Postpetition Financing and Use of Cash Collateral.*

The Debtors have a need to use Cash Collateral and obtain credit in an amount equal to the DIP Facility in order to, among other things, enable the orderly continuation of their operations and to administer and preserve the value of their estates. The ability of the Debtors to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, and otherwise finance their operations requires the availability of working capital from the DIP Facility and the use of Cash Collateral, the absence of either of which would immediately and irreparably harm the Debtors, their estates, and parties in interest. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses, maintain their properties in the ordinary course of business and fund the Chapter 11 Cases without the authorization to use Cash Collateral and to borrow the DIP Facility.

(iv) *No Credit Available on More Favorable Terms.*

The DIP Facility is the best source of debtor in possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Lender on terms more favorable than the DIP Facility. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis on better terms is not available without granting

the DIP Lender, (1) perfected security interests in and liens on (each as provided herein) the DIP Collateral, with the priorities set forth herein; (2) superpriority administrative claims; and (3) the other protections set forth in this Final DIP Order.

(v) *Use of Cash Collateral and Proceeds of the DIP Facility.* As a condition to entry into the DIP Credit Agreement, the extension of credit under the DIP Facility, and the authorization to use the Prepetition Collateral, including Cash Collateral, the DIP Lender (in its capacity as the Prepetition Bridge Lender) requires, and the Debtors have agreed, that proceeds of the DIP Facility and the DIP Lender's Cash Collateral shall be used in a manner consistent with the terms and conditions of this Final DIP Order, and in a manner consistent with the budget (as the same may be modified from time to time with the written consent of the DIP Lender in its sole discretion and consistent with the terms of this Final DIP Order, the "Budget," a copy of which is attached hereto as Exhibit 1), solely for the purposes set forth in this Final DIP Order, including (a) ongoing working capital and other general corporate purposes of the Debtors; (b) permitted payment of costs of administration of the Chapter 11 Cases, including restructuring charges arising on account of the Chapter 11 Cases, including statutory fees of the U.S. Trustee (the "Statutory Fees") and allowed professional fees and expenses of the Professionals (as defined below); (c) payment of such prepetition expenses as consented to by the DIP Lender or otherwise permitted under this Final DIP Order; (d) payment of interest, premiums, fees, expenses, and other amounts (including, without limitation, legal and other professionals' fees and expenses of the DIP Lender) owed under this Final DIP Order, including those incurred in connection with the preparation, negotiation, documentation, and Court approval of the DIP Facility, whether incurred before, on, or after the Petition Date; (e) funding the Roll-Up; and (f) payment of obligations arising from or related to the Carve-Out.

(vi) *Roll-Up of Prepetition Secured Note Obligations.* Upon the entry of the Interim DIP Order, \$4 million of the outstanding principal amount of the Prepetition Secured Note Obligations (and all of the accrued and unpaid interest) was converted into DIP Loans in accordance with this Interim DIP Order. The DIP Lender would not otherwise provide the DIP Facility without the inclusion of the Roll-Up.

(vii) *Application of Proceeds of DIP Collateral.* As a condition to entry into a DIP Credit Agreement, the extension of credit under the DIP Facility and authorization to use Cash Collateral, the Debtors, and the DIP Lender have agreed that the Debtors shall utilize the proceeds of the DIP Collateral in accordance with the DIP Orders.

I. **Adequate Protection.** CrossFirst is entitled to receive adequate protection of its interests in the CrossFirst Collateral, including, without limitation, the Cash Collateral.

J. **Sections 506(c) and Marshaling.** In light of (i) the DIP Lender's agreement that its DIP Liens (as defined below) and superpriority claims shall be subject and

subordinate in all respects to the Carve-Out; and (ii) the DIP Lender's agreement to the payment (in a manner consistent with the Budget, and subject to the terms and conditions of this Final DIP Order) of certain expenses of administration of these Chapter 11 Cases, the Debtors shall waive the provisions of section 506(c) of the Bankruptcy Code and the equitable doctrine of marshaling and other similar doctrines; *provided*, that the DIP Lender shall use commercially reasonable efforts to first use the proceeds of all DIP Collateral other than the Previously Unencumbered DIP Collateral (as defined below) to repay the DIP Obligations and the DIP Superpriority Claims.

K. **Good Faith of the DIP Lender and the Prepetition Bridge Lender.**

Based upon the pleadings and proceedings of record in the Chapter 11 Cases, (a) the extensions of credit under the DIP Facility are fair and reasonable, are appropriate for secured financing to debtors in possession, are the best available to the Debtors under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration; (b) the terms and conditions of the DIP Facility and the use of the Cash Collateral have been negotiated in good faith and at arm's-length among the Debtors, the DIP Lender, and the Prepetition Bridge Lender with the assistance and counsel of their respective advisors; (c) the use of Cash Collateral, including, without limitation, pursuant to the DIP Orders, has been allowed in "good faith" within the meaning of section 364(e) of the Bankruptcy Code; (d) any credit to be extended, loans to be made, and other financial accommodations to be extended to the Debtors by the DIP Lender or the Prepetition Bridge Lender, including, without limitation, pursuant to the DIP Orders, have been allowed, advanced, extended, issued, or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code by the DIP Lender and the Prepetition Bridge

Lender in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code; and (e) the DIP Facility, the DIP Liens, and the DIP Superpriority Claims (as defined below) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that the DIP Orders or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

Based upon the foregoing findings and conclusions, the Motion, and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. DIP Facility Approved on a Final Basis. The DIP Facility is hereby authorized and approved to the extent set forth herein, and the use of Cash Collateral is authorized, in each case subject to the terms and conditions set forth in this Final DIP Order. All objections to entry of this Final DIP Order, to the extent not withdrawn, waived, settled, or resolved, are hereby denied and overruled. This Final DIP Order shall become effective immediately upon its entry. Notwithstanding anything to the contrary set forth in the DIP Credit Agreement, the DIP Lender shall only be obligated to fund \$750,000 of the Remaining Availability upon entry of this Final Order. An amount equal to \$250,000 of the Remaining Availability shall be funded one (1) Business Day after the expiration of the Challenge Period (as defined below) so long as no Challenge (as defined below) has been commenced. The remaining amount of the Remaining Availability (i.e., \$1,500,000) shall be funded by the DIP Lender within one (1) Business Day after the expiration of the Release Challenge Period (as defined below) so long as no Challenge has been commenced.

2. Authorization of the DIP Facility. Upon entry of the Interim DIP Order, the Debtors were expressly and immediately authorized and empowered to execute and deliver the

DIP Loan Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of the Interim DIP Order and the DIP Loan Documents, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP Facility and the creation and perfection of the DIP Liens and pursuant to this Final DIP Order, all such authority and power is hereby confirmed and continued. The Debtors shall pay, in accordance with this Final DIP Order, the principal, interest, premiums, fees, payments, expenses, and other amounts described in the DIP Loan Documents as such amounts become due and payable, without the need to obtain further Court approval, whether or not such fees arose before, on, or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, and to take any other actions that may be necessary or appropriate, all as provided in this Final DIP Order or the DIP Loan Documents; *provided* that the payment of legal and other professionals' fees and expenses of the DIP Lender (other than legal and other professionals' fees and expenses incurred prior to the Petition Date) shall be subject to the requirements of paragraph 26 hereof. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries (subject to paragraph 35 herein), condemnations, or otherwise, will be deposited and applied as required by this Final DIP Order and the DIP Loan Documents. Upon execution and delivery, the DIP Loan Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms. Upon the entry of the Interim DIP Order, the DIP Facility Fee was fully earned and non-refundable and, concurrently with the Interim Advance under the DIP Facility, the full amount of the DIP Facility Fee was capitalized and added to the aggregate principal amount outstanding under the DIP Loans.

3. Authorization to Borrow and Use Cash Collateral. The Debtors are hereby authorized to (i) borrow under the DIP Facility in an aggregate outstanding principal amount equal to the DIP Facility and (ii) use the Cash Collateral for the purposes described in this Final DIP Order.

4. DIP Obligations. The Interim DIP Order constituted and evidenced, and this Final DIP Order shall continue to constitute and evidence, the validity and binding effect of the DIP Obligations, which are enforceable against each of the Debtors, their estates, and any successors thereto, including, without limitation, any trustee appointed in the Chapter 11 Cases or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”). Upon entry of the Interim DIP Order, as such order is confirmed and continued by this Final DIP Order, the DIP Obligations include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Lender, in each case, under this Final DIP Order or secured by the DIP Liens, including, without limitation, all principal, accrued and unpaid interest, costs, fees, expenses, and other amounts owing under this Final DIP Order. The Debtors shall be jointly and severally liable for the DIP Obligations. No obligation, payment, transfer, or grant of collateral security hereunder (including any DIP Obligations or DIP Liens) shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under chapter 5 of the Bankruptcy Code, section 724(a) of the Bankruptcy Code, or any other provision with respect to avoidance actions under the Bankruptcy Code or applicable state or foreign law equivalents (“Avoidance Actions”) or subject to any

avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise, but other than to the Carve-Out), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

5. DIP Liens. All DIP Obligations shall be secured by the following liens and security interests (the “DIP Liens”) on all assets and properties of the Debtors (whether tangible, intangible, real, personal or mixed), whether now owned or hereafter acquired and wherever located, before or after the Petition Date, including, without limitation, all cash, cash equivalents, accounts, inventory, equipment, equity interests or capital stock in subsidiaries, investment property, instruments, chattel paper, real property, leasehold interests, contracts, patents, copyrights, trademarks and other general intangibles, receivables, all claims or causes of action (excluding avoidance actions arising under Chapter 5 of the Bankruptcy Code but including all proceeds thereof) and all products, offspring, profits and proceeds of each of the foregoing (collectively, the “DIP Collateral”); *provided* that notwithstanding the definition of DIP Collateral, (i) the DIP Liens shall only attach to the Debtors’ liquor licenses to the extent permitted by applicable non-bankruptcy law, (ii) to the extent applicable non-bankruptcy law does not permit the DIP Liens to attach directly to the Debtors’ liquor licenses, the DIP Liens shall be valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests and liens in any proceeds from any sale or other disposition of the Debtors’ liquor licenses and such proceeds shall constitute DIP Collateral, and (iii) in no event shall DIP Collateral include any leasehold interest in non-residential real property that prohibits or restricts the granting of liens thereon (except as permitted pursuant to applicable non-bankruptcy law), but

DIP Collateral shall include the proceeds of the sale or other disposition of such leases and the DIP Liens shall be:

- (a) secured pursuant to section 364(c)(2) of the Bankruptcy Code, by a first-priority perfected lien on, and security interest in, all present and after-acquired property of the Debtors, wherever located, that is not subject to a perfected lien or security interest on the Petition Date;
- (b) secured pursuant to section 364(c)(3) of the Bankruptcy Code, by a junior perfected lien on, and security interest in, all present and after-acquired property of the Debtors, wherever located, that is subject to a valid, perfected, enforceable and unavoidable lien or security interest (excluding the CrossFirst Liens) on the Petition Date or subject to a lien or security interest (excluding the CrossFirst Liens) in existence on the Petition Date that is perfected subsequent thereto as permitted by section 546(b) of the Bankruptcy Code (including, without limitation, the Carve-Out (as defined below)), in each case, that is expressly permitted to be senior to the DIP Liens pursuant to this Final DIP Order or the DIP Credit Agreement;
- (c) secured pursuant to section 364(d)(1) of the Bankruptcy Code, a first-priority, perfected senior priming lien on, and security interest in, all present and after-acquired property of the Debtors, wherever located, that is or was subject to a perfected lien or security interest on the Petition Date (including the CrossFirst Liens but excluding the liens and security interests set forth in clause (b) of this subparagraph);
- (d) other than as set forth herein (including with respect to the Carve-Out), the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to any Successor Case, and/or upon the dismissal or conversion of any of the Chapter 11 Cases or Successor Cases. The DIP Liens shall not be subject to any of sections 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens.

For the avoidance of doubt, the DIP Liens (i) shall be subject only to (x) the Carve-Out and (y) validly perfected and non-avoidable liens (excluding the CrossFirst Liens) existing as of the Petition Date to which the liens securing the obligations under the Prepetition Secured Note were subject, and (ii) shall not extend to, and the DIP Collateral shall not consist of, Avoidance Actions

but they shall extend to the proceeds thereof. The DIP Liens and security interests of the DIP Lender shall not prime any Permitted Liens (as defined in the DIP Credit Agreement). As used herein, the term “Previously Unencumbered DIP Collateral” shall mean: (A) the Debtors’ liquor licenses (solely to the extent that they are not subject to a lien in favor of the Prepetition Bridge Lender); (B) the proceeds of non-residential real property leasehold interests; (C) commercial tort claims; (D) any causes of action against insiders (as defined in the Bankruptcy Code) of the Debtors; and (E) Avoidance Actions. Notwithstanding anything herein to the contrary: (i) the Previously Unencumbered DIP Collateral shall not secure the Roll-Up portion of the DIP Obligations and the Superpriority Claims arising from the Roll-Up Portion of the DIP Obligations shall not be paid from the proceeds of Previously Unencumbered DIP Collateral; and (ii) in the event that there is a going concern sale of substantially all of the Debtors’ assets and either the DIP Obligations are fully satisfied or the Asset Purchase Agreement (as defined below) has been terminated (other than a termination due to a material default of the Debtors), the DIP Lender shall release the DIP Liens on: (x) commercial tort claims against Non-Trade Parties; (y) Avoidance Actions against Non-Trade Parties; and (z) causes of action against insiders (as defined in the Bankruptcy Code) of the Debtors (collectively, (x)-(z) are the “Sale Excluded Assets”). “Non-Trade Parties” shall mean any person or entity that was not, as of or after the Petition Date, providing goods or services to the Debtors. The Sale Excluded Assets shall not be acquired by the DIP Lender pursuant to the Sale Order.

6. Superpriority Claims. Subject to and subordinate in all respects to the Carve-Out and in the priority set forth herein, upon entry of this Final DIP Order, the DIP Lender is hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, allowed superpriority

administrative expense claims against each of the Debtors in each of the Chapter 11 Cases and any Successor Cases (collectively, the “DIP Superpriority Claims”) for all DIP Obligations with priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code or any other provision of the Bankruptcy Code. The DIP Lender shall use commercially reasonable efforts to first use the proceeds of all DIP Collateral other than the Previously Unencumbered DIP Collateral to repay the DIP Obligations and the DIP Superpriority Claims. The proceeds of any Sale Excluded Assets shall not be used to pay the DIP Superpriority Claims in the event that there is a going concern sale of substantially all of the Debtors’ assets and either the DIP Obligations are fully satisfied or the Asset Purchase Agreement has been terminated (other than a termination due to a material default of the Debtors).

7. Interest. Interest shall be computed and accrue monthly on the outstanding principal amount of all draws under the DIP Facility at a rate of 12% per annum. All accrued interest will be paid-in-kind and capitalized on the first business day of each month (and thereby added to principal, which shall thereafter accrue interest). Effective immediately upon the occurrence of an Event of Default (as defined below), interest on the DIP Loans under the DIP Facility shall accrue at a rate that is 15% per annum.

8. No Obligation to Extend Credit. The DIP Lender shall have no obligation to make any loan under this Final DIP Order or the DIP Loan Documents, as applicable, unless all

conditions set forth in the DIP Loan Documents, have been satisfied in full or waived by the DIP Lender in accordance with the terms of this Final DIP Order and the DIP Facility.

9. Use of Proceeds of DIP Facilities. From and after the Petition Date, the Debtors shall use proceeds of borrowings under the DIP Facility only for the purposes specifically set forth in this Final DIP Order, and, in each case, in a manner consistent with the Budget and the terms and conditions in this Final DIP Order, including for (i) the Roll-Up, (ii) to fund postpetition operating expenses and working capital needs of the Debtors; (iii) to pay interest, fees, and expenses (including attorneys' fees) to the DIP Lender pursuant to this Final DIP Order (whether or not such amounts are reflected in the Budget); (d) to fund fees and expenses incurred in connection with the Sale Transaction (as defined below); (e) to pay the fees and expenses incurred by, and/or payable to, any Professional (the "Professional Fees") and expenses solely as provided for in the Budget (including, for the avoidance of doubt, the reasonable and documented fees and expenses of the Committee's Professionals incurred in connection with the performance of the Committee's statutory and fiduciary duties, subject to the Budget); and (f) to pay certain other costs and expenses of administration of the Chapter 11 Cases.

10. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Final DIP Order, and in a manner consistent with the Budget, the Debtors are authorized to use Cash Collateral. Nothing in this Final DIP Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Final DIP Order (including with respect to the Carve-Out).

11. Adequate Protection for CrossFirst. CrossFirst is entitled, pursuant to sections 361, 362, 363(c)(2), 363(e), and 507 of the Bankruptcy Code, to adequate protection to the extent of its valid, perfected and unavoidable security interests in the applicable Prepetition Collateral, including Cash Collateral, solely to the extent of any Diminution in Value of its interests in the Prepetition Collateral. As adequate protection, CrossFirst is hereby granted (the “Adequate Protection”), effective and perfected upon the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements, a valid, perfected replacement security interest in and lien on the CrossFirst Collateral (the “Adequate Protection Liens”), which security interests and liens shall be subject to and subordinate in all respects to the Carve-Out, the DIP Liens, and any liens or security interests that are valid, perfected, enforceable and unavoidable as of the Petition Date. The Adequate Protection Liens shall be in addition to all valid and enforceable liens and security interests now existing in favor of CrossFirst and not in substitution therefor. The Adequate Protection Liens shall not attach to Avoidance Actions or the proceeds thereof. The Adequate Protection Liens and the CrossFirst Liens shall be subject to and subordinate to the Carve-Out.

12. Budget Maintenance.

(a) The Debtors shall use the proceeds of all borrowings under the DIP Facility and Cash Collateral in a manner consistent with the Budget and exclusions set forth herein. The Budget annexed hereto as **Exhibit 1** is a summary of the Budget. The Debtors shall update the Budget every four (4) weeks after entry of this Final DIP Order, with such Budget update (along with a cash flow forecast (in Microsoft Excel) through the anticipated consummation of the Sale Transaction for all of Debtors’ assets to the DIP Lender in the same format as the cash flow

forecast delivered at or before the Petition Date) being delivered to the DIP Lender no later than the Thursday of each week before entry of the Final DIP Order (or delivered more frequently and on such dates as consented to exclusively by the DIP Lender), which shall be subject to the DIP Lender's written approval in its sole discretion. During any period a proposed Budget has not been approved, the previously approved Budget shall be the Budget. Each Budget delivered to the DIP Lender shall be accompanied by such supporting documentation as reasonably requested by the DIP Lender and its advisors, and each Budget shall be prepared in good faith based upon assumptions the Debtors believe to be reasonable. Each Budget delivered to the DIP Lender shall also be provided to the Committee.

(b) The Debtors' budgeted disbursements shall be tested on a rolling four-week basis, and the aggregate amount of such disbursements may not vary unfavorably from the applicable Budget more than ten percent (10%) for each four-week Budget period (the "Budget Variances"); *provided, however*, that: (i) such testing shall not have commenced until after the second week after the Petition Date; and (ii) in determining compliance with the Budget, all disbursements to the DIP Lender's professionals shall be excluded from the calculation.

(c) For the avoidance of doubt, the Budget Variances shall not include or otherwise require a test of payment on Professional Fees; *provided, however*, that payment on Professional Fees shall not vary unfavorably from the applicable Budget on a cumulative four-week basis per Professional Fee line item for that portion of the Budget period then ending (and each professional that may receive Professional Fees shall be reflected on its own Budget line item).

(d) On or before Thursday of each week, commencing with the first week following the Petition Date, the Debtors shall deliver to the DIP Lender a current report that:

- (i) details the actual amount of cash receipts and disbursements for the prior week for each line item included in the Budget (on a weekly and cumulative basis); (ii) compares such actual cash receipts and disbursements (on a line item by line item basis) with the weekly and cumulative budgeted amounts for each line item set forth in the Budget for such period; and (iii) provides an explanation for all material variances between budgeted amounts and actual amounts (an “Approved Budget Variance Report”). Each Approved Budget Variance Report will be certified as true and correct by the Debtors’ Chief Restructuring Officer (“CRO”). Any Approved Budget Variance Report provided to the DIP Lender shall also be provided to CrossFirst and the Committee.

13. Modification of Automatic Stay. The automatic stay imposed under section 362(a)(2) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Final DIP Order, including, without limitation, to: (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, and DIP Superpriority Claims; (b) permit the Debtors to perform such acts as the DIP Lender may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Lender; and (d) authorize the Debtors to pay, and the DIP Lender to retain and apply, payments made in accordance with the terms of this Final DIP Order.

14. Cash Management. The Debtors shall use a cash management system that is acceptable to the DIP Lender and the motion and orders to approve the use of the Debtors’ cash

management system shall be acceptable to the DIP Lender. Any material changes from such cash management system must be acceptable to the DIP Lender.

15. Perfection of DIP Liens and Adequate Protection Liens. This Final DIP Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens or the Adequate Protection Liens or to entitle the DIP Lender to the priorities granted herein. This Final DIP Order shall be sufficient to grant the DIP Lender control of each deposit account subject to a DIP Lien. Notwithstanding the foregoing, the DIP Lender is authorized to file or record, in its sole discretion, as applicable, as each may deem necessary or advisable, such financing statements, security agreements, mortgages, notices of liens, and other similar documents to perfect its respective liens in accordance with applicable non-bankruptcy law, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed, sent, or recorded as of the Petition Date. The Debtors shall execute and deliver upon reasonable request to the DIP Lender, all such financing statements, mortgages, notices, and other documents as the DIP Lender may reasonably request. The DIP Lender may file a photocopy of this Final DIP Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices

of lien, or similar instrument, and all applicable officials shall accept a photocopy of this Final DIP Order for filing or recordation for such purpose.

16. Events of Default. The following shall constitute “Events of Default:”

(a) termination of the CRO without the appointment of a successor that is reasonably acceptable to the DIP Lender;

(b) resignation of the CRO without the appointment of a successor that is reasonably acceptable to the DIP Lender;

(c) conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or dismissal of any of the Chapter 11 Cases;

(d) filing or support of a proposed plan of reorganization or liquidation by any Debtor that does not provide for the indefeasible payment in full and in cash of the Debtors’ obligations outstanding under the DIP Facility;

(e) appointment of a trustee for any of the Debtors under section 1104 of the Bankruptcy Code, or the filing of any motion or other pleading requesting such relief that is not timely opposed by the Debtors;

(f) appointment of an examiner with enlarged powers (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code for any of the Debtors, or the filing of a motion or other pleading requesting such relief that is not timely opposed by the Debtors;

(g) entry of an order by the Court amending, supplementing, staying, vacating, or otherwise modifying the DIP Facility, the Interim DIP Order or this Final DIP Order approving

the DIP Facility, or the filing of a motion or other pleading requesting such relief that is not timely opposed by the Debtors;

(h) any attempt by any Debtor to obtain, or if any other party in interest obtains, an order of the Court or other judgment, and the effect of such order or judgment is to, invalidate, reduce, or otherwise impair the DIP Lender's claims or to subject any of the Prepetition Collateral or the DIP Collateral to a surcharge pursuant to section 506(c) of the Bankruptcy Code;

(i) request by any Debtor for approval of any postpetition financing (other than the DIP Facility), except: (A) with the consent of the DIP Lender; or (B) if the proceeds of such financing are sufficient to satisfy all DIP Obligations in full;

(j) application by any Debtor for an order substituting any assets for all or any portion of the DIP Collateral;

(k) entry of an order granting liens or claims that are senior to or *pari passu* with the liens granted in favor of the DIP Lender under the DIP Loan Documents;

(l) any payment of, or application for authority to pay, any prepetition claim in whole or in part not included in an approved Budget;

(m) the sale process is terminated;

(n) entry of an order granting any creditor (other than as provided under paragraph 13 of this Final DIP Order) with a claim in excess of \$100,000 relief from the automatic stay;

(o) failure to make all payments under the DIP Facility when due;

(p) failure to pay any material postpetition indebtedness;

(q) breach of any term or covenant of the DIP Facility or in any DIP Loan Document, including, without limitation, compliance with any Milestone (as defined below);

(r) any representation or warranty by any Debtor is incorrect in any material respect when made;

(s) exclusivity shall have been terminated or any Debtor shall have agreed to any such termination;

(t) after entry thereof, either of (i) an order in form and substance satisfactory to the DIP Lender approving the bidding procedures to be applicable to the Sale Transaction, or (ii) an order entered by the Court in form and substance satisfactory to the DIP Lender that, among other things, approves the Sale Transaction, shall cease to be in full force and effect, shall have been reversed, stayed, vacated or subject to stay pending appeal or shall have been modified or amended;

(u) action taken by any Debtor (or any Debtor's support for any other person in taking such action) to restrict or prohibit the DIP Lender from submitting a "credit bid" for any assets of the Debtors in accordance with Bankruptcy Code section 363(k);

(v) failure by the Debtors to disburse the proceeds of the Sale Transaction to the DIP Lender on account of the DIP Obligations contemporaneously with the closing of the Sale Transaction;

(w) commencement of any action or the filing of any motion by the Debtors that is inconsistent with the terms of this Final DIP Order; and

(x) failure to pay the DIP Facility in full prior to May 30, 2025 (the "Maturity Date").

17. Milestones. It shall be an Event of Default if the Debtors fail to comply with the following milestones (the “Milestones”), which may only be modified by the written consent of the DIP Lender in its sole discretion:

(a) No later than April 4, 2025, the Court shall have entered this Final DIP Order in form and substance satisfactory to the DIP Lender;

(b) No later than April 4, 2025, the Court shall have entered an order in form and substance acceptable to the DIP Lender, approving the bidding procedures set forth in a motion to sell, and to approve bidding procedures for the sale of substantially all of the Debtors’ assets (the “Assets”);

(c) No later than May 9, 2025, the Court shall have entered an order (the “Sale Order”) in form and substance acceptable to the DIP Lender, approving the sale of all or substantially all of the Assets; and

(d) No later than 15 days after the entry of the Sale Order, the Debtors shall have consummated the Sale Transaction for all of Debtors’ assets in a manner consistent with the Sale Order.

18. Credit Bidding. Subject only to the Challenge Period with respect to the Roll-Up portion of the DIP Obligations, in connection with any sale process authorized by the Court, whether effectuated through sections 363, 725, or 1123 of the Bankruptcy Code, the DIP Lender shall have the right to “credit bid” pursuant to section 363(k) of the Bankruptcy Code all or any portion of the DIP Obligations owed to it or any of its affiliated entities in the sale of the Debtors’ assets, and shall not be prohibited or limited from making such credit bid “for cause” under section 363(k) of the Bankruptcy Code. Without limiting the foregoing, the DIP Lender may assign all

or any portion of the DIP Obligations owed to it to an acquisition vehicle, affiliate, or any other Person (any such Person, the “Agent Assignee”). The Agent Assignee shall have the right to “credit bid” any postpetition secured obligations so assigned to it or assigned to or owned by any of its affiliated entities in any sale of the Debtors’ assets. Notwithstanding the foregoing, the DIP Lender agrees that, unless otherwise consented to by the Committee and the Debtor, the DIP Lender and its assignees shall not be permitted to credit bid for any asset other than the Purchased Assets (as defined in the Amended and Restated Asset Purchase Agreement, dated as of [____], filed at docket no. [____]) (the “Asset Purchase Agreement”).

19. Application of Sale Proceeds. Unless the DIP Lender or any Agent Assignee is the bidder selected by the Debtors as the highest and best bid for the assets included in the sale of all or substantially all of the assets of the Debtors under section 363 of the Bankruptcy Code (the “Sale Transaction”), subject and subordinate in all respects to the Carve-Out, proceeds from the Sale Transaction shall be paid pursuant to a Sale Order, through which the Debtors shall seek to be made directly to the DIP Lender upon the closing of the Sale Transaction and shall be applied: (i) first, to reduce outstanding DIP Facility obligations (including all fees and professional fees payable pursuant to the DIP Loan Documents); (ii) second, to outstanding Prepetition Secured Note Obligations, in the manner set forth in the Prepetition Secured Note, with the surplus remaining (if any) following satisfaction of the Prepetition Secured Note Obligations to be disbursed in the manner set forth in the Prepetition Secured Note, to the extent not rolled up; and (iii) with the surplus remaining (if any) to be disbursed in accordance with the Bankruptcy Code and any plan of liquidation. Consistent with paragraph 6 of this Final Order, the proceeds of all DIP Collateral other than the Previously Unencumbered DIP Collateral shall be used to repay the

DIP Obligations and the DIP Superpriority Claims prior to the use of proceeds of any Previously Unencumbered DIP Collateral (which shall not be used to satisfy the Roll-Up portion of the DIP Obligations). The proceeds of any DIP Collateral (other than Previously Unencumbered DIP Collateral) shall be used to first satisfy the Roll-Up portion of the DIP Obligations until such obligations are satisfied in full before such proceeds are applied to any other portion of the DIP Obligations.

20. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these Chapter 11 Cases or any Successor Cases shall obtain credit or incur debt pursuant to sections 364(b), 364(c), 364(d) of the Bankruptcy Code in violation of this Final DIP Order at any time prior to repayment in full of the DIP Facility (the “DIP Repayment”), including subsequent to the confirmation of any chapter 11 plan with respect to any or all of the Debtors (if applicable), then all the cash proceeds derived from such credit or debt shall immediately be applied in accordance with this Final DIP Order.

21. Maintenance of DIP Collateral. Until the DIP Repayment has occurred, the Debtors shall (a) insure the DIP Collateral as required under the DIP Credit Agreement; and (b)(i) maintain accurate records of all transfers (including intercompany transactions) within the cash management system 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 (ii) provide reasonable access to such records to the DIP Lender.

22. Disposition of DIP Collateral. Except as otherwise provided for in this Final DIP Order, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral other than in the ordinary course of business without the prior written consent of the DIP Lender and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender.

23. Rights and Remedies Upon Event of Default.

(a) Upon the occurrence of an Event of Default and after the transmission of written notice thereof to counsel for the Debtors, any Committee, and the U.S. Trustee stating an occurrence of an Event of Default, the DIP Lender, in its sole discretion, may: (i) cease making DIP Facility advances to the Debtors; (ii) terminate the Debtors' use of the DIP Collateral (including, without limitation, Cash Collateral), and/or (iii) immediately terminate the DIP Facility and demand immediate repayment, in cash, of the DIP Facility obligations then outstanding. Notwithstanding the foregoing, the Debtors may, after the occurrence of an Event of Default, use all cash on hand in satisfaction of any expenses or other amounts (solely to the extent set forth in the Budget) actually incurred prior to the issuance of a notice of default.

(b) Upon the occurrence of an Event of Default, but prior to exercising any additional remedies not listed in paragraph 23(a) but later approved by the Court as set forth in this paragraph 23(b), the DIP Lender shall be required to file a motion with the Court seeking emergency relief on not less than five (5) days' notice, which may be by email, to the Debtors, the U.S. Trustee, and counsel to the Committee (if any) for a further order of the Court, who may fashion any appropriate remedy at the hearing, including modifying the automatic stay in the chapter 11 cases to allow the DIP Lender to exercise customary remedies, including, without

limitation, the ability to foreclose upon and/or sell the DIP Collateral and the right to exercise any remedy available under applicable law. Notwithstanding anything to the contrary herein, upon the occurrence and continuation of an Event of Default, the DIP Lender or the Agent Assignee, if applicable, may enter upon the Debtors' leased premises only as provided by: (i) a separate written agreement by and between the applicable landlord and the DIP Lender or the Agent Assignee; (ii) applicable non-bankruptcy law; or (iii) an order from the Bankruptcy Court on no less than five (5) days' notice to the landlord for the affected leased premises.

24. Carve-Out.

(a) The "Carve-Out" shall be, collectively, (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) *plus* interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (without regard to the Carve-Out Trigger Notice (as defined below)), (ii) reasonable fees and expenses incurred by a trustee and payable under section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed \$100,000 (without regard to the Carve-Out Trigger Notice), (iii) to the extent allowed at any time and only as specifically permitted under the Budget, all unpaid fees and expenses of the professionals retained by the Debtors and any Committee appointed in the Bankruptcy Cases, (A) that are incurred on or prior to the third business day succeeding the date of delivery of the Carve-Out Trigger Notice, or (B) subject to an aggregate cap of \$100,000 for the Debtors' professionals and a separate aggregate cap of \$50,000 for the Committee's professionals that are incurred after the third business day succeeding the date of delivery of a Carve-Out Trigger Notice (the caps set forth in this clause (B), the "Post Carve-Out Trigger Notice Cap"), (iv) to the extent allowed by order of the Court, the fees and expenses payable to Hilco Corporate Finance in connection with

the consummation of a sale of substantially all of the Debtors' assets; and (v) to the extent allowed by order of the Court, the completion fee payable by the Debtors to Alvarez & Marsal.

(b) No proceeds of the DIP Facility, the Carve-Out or any Cash Collateral may be used for any fees and expenses, if any, of the Professionals incurred directly or indirectly, in respect of, arising from or relating to: (i) the initiation, joinder, support, or prosecution of any action contesting the indebtedness owed to the Prepetition Bridge Lender or the DIP Lender or the validity of any liens granted to the Prepetition Bridge Lender or the DIP Lender; (ii) preventing, hindering or otherwise delaying, whether directly or indirectly, the exercise by the Prepetition Bridge Lender or the DIP Lender of any of its rights and remedies under the Interim DIP Order, this Final DIP Order, the Prepetition Secured Note or the DIP Loan Documents, (iii) the commencement, support, or prosecution of any action or proceeding of any claims, causes of action or defenses against the DIP Lender, the Prepetition Bridge Lender, or any of their respective affiliates, officers, directors, employees, representatives, and agents (including all of their professionals), including, without limitation, any attempt to recover or avoid any claim or interest held by the Prepetition Bridge Lender or the DIP Lender; (iv) any request to borrow money other than pursuant to the terms of the Interim DIP Order, this Final DIP Order, or the documents comprising the DIP Facility; or (v) with respect to the Debtors, any of the Debtors' Professionals, or any of their successors or assigns (including, without limitation, any trustee, responsible officer, examiner, estate administrator or representative or similar person appointed in a case for any of the Debtors under any chapter of the Bankruptcy Code) performing or commencing any investigation or litigation (whether threatened or pending) by the Debtors with respect to any matter released or to be released, waived, or to be waived by the Debtors pursuant

to the Interim DIP Order or this Final DIP Order; *provided* that prior to the Challenge Period (as defined below), an investigation budget in an aggregate amount of \$35,000 (the “Investigation Budget”), may be used by the Committee to investigate the Debtors’ Stipulations and the Releases. The proceeds of the DIP Facility may be used to pay, in accordance with and limited by the approved Budget, the reasonable and documented fees and expenses of the Committee’s professionals incurred in connection with the performance of the Committee’s statutory and fiduciary duties, including, without limitation, (i) investigating any liens, claims, and causes of action against the DIP Lender, and (ii) objecting to or challenging the DIP Facility (prior to the date hereof), the exercise of remedies by the DIP Lender, or any chapter 11 plan proposed or supported by the DIP Lender, provided, however, that such use of DIP proceeds in respect of (i) above shall be strictly limited to the “Investigation Budget,” which shall constitute a cap on the fees and expenses incurred by the Committee’s professionals in connection with the investigation and potential challenge of the validity, enforceability, priority, perfection, or amount of the Prepetition Liens and the Prepetition Secured Note Obligations.

(c) Contemporaneously with the Interim Advance, the Debtors transferred cash proceeds from the DIP Facility in an amount equal to the total budgeted weekly fees and expenses for the Debtors’ and Committee’s (if appointed and as applicable) retained professionals (the “Professional Persons”) for the period beginning on the Petition Date through the first four weeks of the Chapter 11 Cases under the approved Budget and after such four-week period on a weekly basis, in each case, excluding any success or other transaction fees of any investment banker or financial advisor of the Debtors or Committee, into one or more escrow accounts at Truist Bank (the “Escrow Agent”) for the benefit of the Professional Persons (the “Professional

Fee Reserve”). Upon the delivery of a Carve-Out Trigger Notice, the Carve-Out Trigger Notice shall be deemed a request by the Debtors for, and the DIP Lender shall fund DIP Loans under the DIP Facility, in an amount equal to (A) the aggregate amount of budgeted accrued and unpaid Professional Fees incurred before or on the third business day following delivery of a Carve-Out Trigger Notice (to the extent not previously funded) and (B) the Post Carve-Out Trigger Notice Cap (less any amounts already funded in respect of such amounts) (any such amounts actually advanced shall constitute DIP Loans). Amounts funded into the Professional Fee Reserve shall be considered used by the Debtors at such time as they are deposited into the Professional Fee Reserve for distribution to Professional Persons in accordance with orders of the Court. The Debtors are hereby permitted to instruct the Escrow Agent to disburse funds to Professional Persons consistent with orders of the Court (including the Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases). Any amounts remaining in the Professional Fee Reserve after payment of allowed fees and expenses pursuant to the Budget shall be subject to the DIP Liens and the DIP Superpriority Claims. Pursuant to the Budget, the Debtors shall also deposit in such escrow account the anticipated fees required to be paid to the Clerk of the Court and to the U.S. Trustee pursuant to 28 U.S.C. §1930(a) for the period from the Petition Date through March 31, 2025. The Budgeted amount for Professional Persons retained by the Committee shall not be reduced without the consent of the Committee.

(d) The Debtors shall use funds held in the Professional Fee Reserve exclusively to pay Professional Fees within the Carve-Out as they become allowed and payable pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any interim or final orders of the Court; *provided* that when all Professional Fees and the other

obligations that are a part of the Carve-Out have been paid in full (regardless of when such Professional Fees are allowed by the Court), any funds remaining in the Professional Fee Reserve shall revert to the DIP Lender.

(e) Notwithstanding anything to the contrary in the DIP Loan Documents, this Final DIP Order, or any other Court order, the Professional Fee Reserve and the amounts on deposit in the Professional Fee Reserve shall be available and used only to satisfy Professional Fees benefitting from the Carve-Out, and the other obligations that are a part of the Carve-Out. The failure of the Professional Fee Reserve to satisfy Professional Fees in full shall not affect the priority of the Carve-Out; *provided*, that, to the extent that the Professional Fee Reserve is actually funded, the Carve-Out shall be reduced by such funded amount dollar-for-dollar. In no way shall the Carve-Out, Professional Fee Reserve, or the approved Budget or any of the foregoing be construed as a cap or limitation on the amount of the allowed Debtor or Committee Professional Fees or Statutory Fees due and payable by the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise). No Professional Person shall be entitled to disbursements from the Professional Fee Reserve in excess of the amounts deposited into the Professional Fee Reserve on account of such Professional Person pursuant to the Budget (the “Deposited Amount”); provided, however, that: (w) in the event that the actual fees and expenses of the counsel to the Committee is less than the Deposited Amount for the counsel to the Committee, such excess may be used to satisfy amounts payable to the financial advisor to the Committee; (x) in the event that the actual fees and expenses of the financial advisor to the Committee is less than the Deposited Amount for the financial advisor to the Committee, such excess may be used to satisfy amounts payable to the counsel to the Committee; (y) in the event

that the actual fees and expenses of the bankruptcy counsel to the Debtors is less than the Deposited Amount for the bankruptcy counsel to the Debtors, such excess may be used to satisfy amounts payable to the financial advisor to the Debtors; and (z) in the event that the actual fees and expenses of the financial advisor to the Debtors is less than the Deposited Amount for the financial advisor to the Debtors, such excess may be used to satisfy amounts payable to the bankruptcy counsel to the Debtors.

(f) “Carve-Out Trigger Notice” shall mean a written notice delivered by the DIP Lender to the Debtors’ lead 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 an Event of Default under the DIP Facility.

(g) No Direct Obligation to Pay Allowed Professional Fees. Neither the DIP Lender nor the Prepetition Bridge Lender shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional incurred in connection with the Chapter 11 Cases or any Successor Cases. Nothing in this Final DIP Order or otherwise shall be construed to obligate the DIP Lender or the Prepetition Bridge Lender, in any way, to pay compensation to, or to reimburse expenses of, any Professional or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement. As used herein, the term “Professional” means any professional retained by the Debtors or retained by any Committee appointed in the Bankruptcy Cases.

25. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Final DIP Order. Based on the findings set forth in this Final DIP Order and the record made during the Final Hearing, and in accordance with section 364(e) of the Bankruptcy Code,

in the event any or all of the provisions of this Final DIP Order are hereafter modified, amended, waived, or vacated by a subsequent order of this Court or any other court of competent jurisdiction, each of the DIP Lender and the Prepetition Bridge Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment, waiver or vacatur shall not affect the validity and enforceability of any advances previously made, including advances made hereunder, or any lien, claim, or priority authorized or created hereby, unless such authorization and the incurring of such debt, or the granting of such priority or lien, is stayed pending appeal.

26. Payment of Fees and Expenses. The Debtors shall pay all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the DIP Lender (in its capacity as the DIP Lender) in connection with the DIP Facility and the Chapter 11 Cases, as provided in this Final DIP Order. Any time that professionals of the DIP Lender, including, without limitation, Porter Hedges LLP, as counsel to the DIP Lender, seek payment of fees and expenses from the Debtors, such professional shall provide summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified 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 invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) with: (i) a summary of the work performed during the relevant compensation period; (ii) the name of, hourly rate (if applicable) of, and number of hours worked by each professional and paraprofessional who worked on the matter during the relevant compensation period; and (iii) the total fee amount being

requested by electronic mail to the U.S. Trustee and counsel to the Committee (if appointed) contemporaneously with the delivery of such fee and expense statements to the Debtors. The Debtors, any Committee, or the U.S. Trustee may dispute the payment of any portion of such invoiced fees and expenses (the “Disputed Invoiced Fees”) if a Debtor, any Committee, or the U.S. Trustee notifies the submitting party in writing, within ten (10) days of the receipt of such fee and expense statement or invoice, setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of an objection, with at least ten (10) days’ prior written notice to the submitting party of any hearing on such objection). The Debtors shall promptly pay in full all such invoiced fees and expenses other than the Disputed Invoiced Fees. Notwithstanding the foregoing, the Debtors were required to pay on or about the date of entry of the Interim DIP Order all reasonable and documented fees, costs, and out-of-pocket expenses of the DIP Lender incurred on or prior to such date without the need for any professional engaged by the DIP Lender to first deliver a copy of its invoice as provided for herein (other than to the Debtors). No attorney or advisor to the DIP Lender shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to the DIP Lender (including the fees and expenses of Porter Hedges LLP, as counsel to the DIP Lender) were approved in full in the Interim DIP Order. The DIP Lender shall have the right to charge the DIP Facility for any such fees and costs (whether such costs were incurred prior to the Petition Date or after the Petition Date). To the extent the DIP Lender charges the DIP Facility for such fees and costs, they will become part of the DIP Facility.

27. Proofs of Claim. The DIP Lender and the Prepetition Bridge Lender will not be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claim allowed herein, including any claims arising under the Prepetition Secured Note. The Debtors' Stipulations shall be deemed to constitute a timely filed proof of claim for the DIP Lender and the Prepetition Bridge Lender upon approval of this Final DIP Order, and the DIP Lender and the Prepetition Bridge Lender shall be treated under section 502(a) of the Bankruptcy Code as if they filed a proof of claim. Any order entered by the Court in relation to the establishment of a bar date for any claim (including without limitation administrative claims) in any of the Chapter 11 Cases or any Successor Cases shall not apply to (i) the DIP Lender or (ii) the Prepetition Bridge Lender with respect to any claims arising under the Prepetition Secured Note.

28. Effect of Stipulations and Order.

(a) *Generally.* The Debtors' Stipulations and the releases set forth in paragraph 32 of this Final DIP Order, shall be binding on the Debtors in all circumstances and for all purposes, including with respect to any Prepetition Secured Note Obligations. The Debtors' Stipulations shall also be binding on all creditors and other parties in interest and all of their respective successors and assigns, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, including the Committee, and any other person or entity acting or seeking to act on behalf of the Debtors' estates in all circumstances and for all purposes, unless, solely with respect to the Debtors' Stipulations related to the Prepetition Secured Note Obligations, (i) an adversary proceeding or contested matter (a "Challenge") is filed prior to April 11, 2025 (the "Challenge Period") challenging the Debtors' Stipulations; *provided* that any pleadings filed in any Challenge shall set forth with specificity the basis for such

Challenge (and any such Challenge not so specified prior to the Challenge Period shall be deemed forever, waived, released, and barred); *provided further* that any party in interest that fails to file a Challenge within the Challenge Period shall be forever barred from challenging in any manner the Debtors' Stipulations. As used herein, "Challenge" includes any pleading filed by the Committee seeking standing to challenge the Prepetition Liens and the Prepetition Secured Note Obligations.

(b) If no such Challenge is timely and properly filed prior to the end of the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then the Debtors' Stipulations contained in this Final DIP Order shall nonetheless remain binding and preclusive on the Committee and on any other person or entity and the Debtors.

(c) Nothing in this final DIP Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Committee or any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect the Debtors' stipulations, admissions, agreements, and other releases contained in this Interim DIP Order, including the Debtors' Stipulations and Releases, and all rights to object to such standing are expressly reserved.

29. No Third-Party Rights. Except as explicitly provided for herein, this Final DIP Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

30. Section 506(c) Claims. Except to the extent of the Carve-Out, no costs or expenses of administration that have been or may be incurred in the Chapter 11 Cases at any time shall be

charged against the DIP Lender, the DIP Collateral, the Prepetition Bridge Lender, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Lender or the Prepetition Bridge Lender, as may be applicable, and no such consent shall be implied from any action, inaction, or acquiescence by any party; provided, however, that the waiver provided for herein shall be subject to the Debtors' ability to use all cash on hand in satisfaction of any expenses or other amounts (solely to the extent set forth in the Budget) actually incurred prior to the issuance of a Carve-Out Trigger Notice.

31. No Marshaling/Applications of Proceeds. Except as other provided for herein with respect to the Previously Unencumbered DIP Collateral, in no event shall the DIP Lender or the Prepetition Bridge Lender 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.

32. Releases. In exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of the Debtors, (in their own right, on behalf of their estates) (collectively, the "Releasing Parties") hereby unconditionally and irrevocably releases, acquits, absolves, forever discharges and covenants not to sue the DIP Lender, the Prepetition Bridge Lender, and each such entities' current and former affiliates, and each such entity's current and former directors, officers, managers and equityholders (regardless of whether such interests are held directly or indirectly), predecessors, successors and assigns, and direct and indirect subsidiaries, and each of such entity's current and former officers, members, managers, directors, equityholders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, independent contractors, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, financial advisors, and

partners (including both general and limited partners) (the “Released Parties”) and their respective property and assets from any and all acts and omissions of the Released Parties, and from any and all claims, interests, causes of action, avoidance actions, counterclaims, defenses, setoffs, demands, controversies, suits, judgments, costs, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, objections, legal proceedings, equitable proceedings, executions of any nature, type, or description and liabilities whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their estates, or such entities’ successors or assigns, whether individually or collectively), which the Releasing Parties now have, may claim to have or may come to have against the Released Parties through the date of this Final DIP Order, at law or in equity, by statute or common law, in contract or in tort, including, without limitation, (a) any so-called “lender liability” or equitable subordination claims or defenses, (b) any and all “claims” (as defined in the Bankruptcy Code) and causes of action arising under the Bankruptcy Code and (c) any and all offsets, defenses, claims, counterclaims, set off rights, objections, challenges, causes of action, and/or choses in action of any kind or nature whatsoever, whether liquidated or unliquidated, fixed or contingent, known or unknown, suspected or unsuspected, disputed or undisputed, whether arising at law or in equity, including any recharacterization, recoupment, subordination, disallowance, avoidance, challenge, or other claim or cause of action arising under or pursuant to section 105, chapter 5, or section 724(a) of the Bankruptcy Code or under other similar provisions of applicable state, federal, or foreign laws, including without limitation, any right to assert any disgorgement, recovery, and further waives and releases any defense, right of counterclaim, right of setoff, or deduction on the payment of the Prepetition Secured Note Obligations, but excluding obligations of the DIP Lender under the DIP Facility

arising after the date of this Final DIP Order. This paragraph is in addition to and shall not in any way limit any other release, covenant not to sue, or waiver by the Releasing Parties in favor of the Released Parties. Notwithstanding the foregoing, the Releases set forth in this paragraph 32 shall not be binding on the Committee in the event that the Committee files a Challenge regarding the Releases on or before the date that is three weeks after the entry of this Final Order (the “Release Challenge Period”).

33. Indemnification. The Debtors shall indemnify and hold the DIP Lender (in its capacity as the DIP Lender) and its current and former directors, officers, managers and equityholders (regardless of whether such interests are held directly or indirectly), predecessors, successors and assigns, and direct and indirect subsidiaries, and each of such entity’s current and former officers, members, managers, directors, equityholders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, independent contractors, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, financial advisors, and partners (including both general and limited partners) (each an “Indemnified Party”) harmless from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, all fees and disbursements of attorneys and other professionals) to which any Indemnified Party may become liable or which may be incurred by or asserted against any Indemnified Party, in each case in connection with or arising out of or by reason of any investigation, litigation or proceeding arising out of or relating to or in connection with the DIP Facility, any obligation, or any act, event or transaction related or attendant thereto or any use or intended use of the proceeds of the DIP Facility, except to the extent the same is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted

from such Indemnified Party's own gross negligence or willful misconduct. The Debtors shall file a notice with the Court if any Indemnified Party asserts a claim against the Debtors under this paragraph.

34. Limits on Lender Liability. Nothing in this Final DIP Order, any of the DIP Loan Documents, the Prepetition Secured Note, or any other documents related thereto, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender, or the Prepetition Bridge Lender of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Chapter 11 Cases or any Successor Cases. The DIP Lender and the Prepetition Bridge Lender shall not, solely by reason of having made loans under the DIP Facility or authorizing the use of Cash Collateral, be deemed 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 (as 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). Nothing in this Final DIP Order shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender or the Prepetition Bridge Lender of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

35. Insurance Proceeds and Policies. Upon entry of this Final DIP Order and to the fullest extent provided by applicable law, the DIP Lender shall be deemed to be, without any further action or notice, named as additional insured and loss payee on each insurance policy (except for the Debtors' directors & officers insurance policy) maintained by the Debtors that in any way relates to the DIP Collateral or any collateral subject to Adequate Protection Liens;

provided that the rights of a landlord under any non-residential real property lease to any such insurance proceeds are hereby preserved.

36. Joint and Several Liability. Nothing in this Final DIP Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations. All unpaid principal, interest, fees, costs, and expenses accruing under the DIP Facility shall be due and payable in full on the Maturity Date to the extent not due earlier, and if such amounts are not paid in full in cash, interest, fees, costs, and expenses in respect of the DIP Facility shall continue to accrue until paid in full.

37. [Reserved].

38. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Final DIP Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Lender's and the Prepetition Bridge Lender's rights to seek any other or supplemental relief; (b) any of the rights of any of the DIP Lender and/or the Prepetition Bridge Lender under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, the right to request modification of the automatic stay imposed by section 362 of the Bankruptcy Code, request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, to enforce any guarantee against a non-Debtor; or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Lender or the Prepetition Bridge Lender.

39. Texas Taxing Authorities. Notwithstanding any provisions in the Motion, the Interim Order or this Final Order, the statutory tax liens held by the Texas Taxing Authorities,⁴ or which shall arise during the course of this case pursuant to applicable non-bankruptcy law for prepetition and postpetition taxes (the “Tax Liens”), if any, shall neither be primed by nor subordinated to any liens granted thereby or pursuant to this Final Order to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and 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.

40. No Waiver by Failure to Seek Relief. The failure of the DIP Lender or the Prepetition Bridge Lender to seek relief or otherwise exercise their rights and remedies under this Final DIP Order, the DIP Loan Documents, the Prepetition Secured Note, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Lender or the Prepetition Bridge Lender.

41. Binding Effect of Final DIP Order. The provisions of this Final DIP Order shall be binding upon and inure to the benefit of the Debtors, the DIP Lender, the Prepetition Bridge Lender, any Committee appointed in these Chapter 11 Cases, all other creditors of any of the Debtors and all other parties in interest and, in each case, their respective successors and assigns

⁴ Texas Taxing Authorities is defined as City of Allen, Allen Independent School District, Dallas County, Gregg County, Lewisville Independent School District, McClennan County, Northwest Independent School District, Nueces County, City of Richardson, City of Roanoke, Smith County, Tarrant County, Bowie CAD, Brazos County, Midland CAD, Denton County (including City of Denton, Denton ISD, City of Lewisville), City of Waco, Waco ISD, Burleson Independent School District, Carrollton-Farmers Branch Independent School District, Eagle Mountain-Saginaw Independent School District, City of Garland, Garland Independent School District, Frisco Independent School District, Plano Independent School District, Lubbock Central Appraisal District, Midland County, Tyler Independent School District, Wichita County Tax Office, and Rockwall County Appraisal District.

(including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors); *provided* that the Final DIP Order shall control over the Interim DIP Order. This Final DIP Order shall bind any trustee hereafter appointed for the estate of any of the Debtors, whether in these Chapter 11 Cases or in the event of the conversion of any of the Chapter 11 Cases, any Successor Cases, or upon dismissal of any Chapter 11 Case or Successor Case, to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this Final DIP Order.

42. No Modification of Final DIP Order. Until the DIP Repayment has occurred, the Debtors shall be prohibited from seeking or consenting to, directly or indirectly, any modification, stay, vacatur, waiver, or amendment to this Final DIP Order or any provision hereof without the prior written consent of the DIP Lender, and no such consent shall be implied by any action or inaction of the DIP Lender.

43. Modifications to DIP Loan Documents. The Debtors and the DIP Lender are authorized to implement, in accordance with the terms of the DIP Loan Documents, any non-material modifications or amendments of the DIP Loan Documents without further order of this Court; *provided, however*, that notice of any non-material modification or amendment to the DIP Loan Documents shall be provided to lead counsel to the Committee (if appointed) and the U.S. Trustee, each of whom shall have five (5) business days from the date of such notice within which to object in writing (email to suffice) to such modification or amendment. If any such party timely objects to any non-material modification or amendment to the DIP Loan Documents, such

modification or amendment shall only be permitted pursuant to an order of this Court. For the avoidance of doubt, the extension of a Milestone shall not constitute a material amendment, modification, waiver, or supplement to the DIP Loan Documents.

44. Final DIP Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Loan Documents and this Final DIP Order, the provisions of this Final DIP Order shall control.

45. Discharge. Subject to the terms and conditions of this Final DIP Order, the DIP Obligations shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless the DIP Repayment has occurred on or before the effective date of such plan of reorganization or the DIP Lender has otherwise agreed in writing.

46. Survival. The provisions of this Final DIP Order, any actions taken pursuant hereto or thereto, and all of the protections, rights, remedies, liens, priorities, privileges, and benefits granted to the DIP Lender shall survive, and shall not be modified, impaired, or discharged by, the entry of any order confirming any plan of reorganization or liquidation in any of the Chapter 11 Cases, converting any of the Chapter 11 Cases to a chapter 7 case, dismissing any of the Chapter 11 Cases or any Successor Cases, withdrawing of the reference of any of these Chapter 11 Cases, any Successor Cases, or providing for abstention from handling or retaining of jurisdiction of any of these Chapter 11 Cases in this Court, or terminating the joint administration of these Chapter 11 Cases or by any other act or omission. The terms and provisions of this Final DIP Order shall continue in the Chapter 11 Cases, in any Successor Cases, or following the dismissal of the Chapter 11 Cases or any Successor Cases, notwithstanding the entry of any such

order, and such protections, rights, remedies, liens, priorities, privileges, and benefits shall continue in full force and effect in these proceedings and after dismissal of any thereof, and shall maintain their respective priorities as provided by this Final DIP Order, and to the maximum extent permitted by law, until all of the DIP Obligations are indefeasibly paid in full in cash and discharged.

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

48. Retention of Jurisdiction. The Court retains exclusive jurisdiction to resolve any dispute arising from or related to the interpretation or enforcement of the DIP Facility and/or this Final DIP Order.

[END OF ORDER]

Exhibit 1

Budget

Exhibit 2

DIP Credit Agreement

Exhibit B

Redline

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

)	Chapter 11
In re)	
)	Case No. 25-52-415 <u>25-54215</u>
OTB HOLDING LLC, <i>et al.</i> , ¹)	(SMS)
)	
Debtors.)	(Joint Administration
)	Requested <u>Jointly</u>
		<u>Administered</u>)

~~INTERIM~~FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR SECURED SUPERPRIORITY POSTPETITION FINANCING; (II) GRANTING (A) LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS AND (B) ADEQUATE PROTECTION; (III) AUTHORIZING USE OF CASH COLLATERAL; (IV) MODIFYING THE AUTOMATIC STAY; AND (V) ~~SCHEDULING A FINAL HEARING; AND (VI)~~ GRANTING RELATED RELIEF

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: OTB Holding LLC (3213), OTB Acquisition LLC (8500), OTB Acquisition of New Jersey LLC (1506), OTB Acquisition of Howard County LLC (9865), Mt. Laurel Restaurant Operations LLC (5100), OTB Acquisition of Kansas LLC (9014), OTB Acquisition of Baltimore County, LLC (6963). OTB Holding LLC's service address is One Buckhead Plaza, 3060 Peachtree Road, NW, Atlanta, GA 30305.

Upon the motion (the “Motion”)² of OTB Acquisition LLC (“OTB”) and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “Chapter 11 Cases”), as debtors and debtors in possession (collectively, the “Debtors”) seeking entry of an interim order (~~this~~the “Interim DIP Order”) and a final order (~~the~~this “Final DIP Order”, and together with the Interim DIP Order, the “DIP Orders”) pursuant to sections 105, 361, 362, 363, 364(c), 364(d), 364(e), 503, and 507 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2002-1, 4001-1(b), 4002-1, and 9013-1(i) of the Local rules of the United States Bankruptcy Court for the Northern District of Georgia (the “Local Bankruptcy Rules”), seeking, among other things:

- (i) authorizing the Debtors to incur senior secured postpetition obligations on a superpriority basis in respect of a senior secured superpriority delayed multiple-draw term loan facility in the aggregate principal amount of \$14 million (the “DIP Facility”) (provided that such \$14 million commitment amount excludes all interest, fees and expenses that will be capitalized as part of the aggregate outstanding principal amount under the DIP Facility, and, all amounts extended, deemed extended or capitalized under the DIP Facility, the “DIP Loans”), comprised of: (a) upon entry of ~~this~~the Interim DIP Order, \$11.5 million, including \$7.5 million of new money DIP Loans (the “Interim Advance”), plus a roll-up and conversion into DIP Loans of \$4 million of the outstanding principal balance under the Prepetition Secured Note (as defined below) (the “Roll-Up”), plus capitalization of the DIP Facility Fee (defined below) and (b) upon entry of ~~a~~this Final DIP Order, an additional \$2.5 million of new money DIP Loans (the “Remaining Availability”) (for a total of \$10 million of new money DIP Loans ~~(including amounts deemed to have been borrowed to pay the DIP Facility Fee)~~), pursuant to the terms and conditions of ~~this~~the Interim DIP Order, ~~the~~this Final DIP Order, and a Secured ~~Super-priority~~Super-Priority Debtor-in-Possession Credit Agreement, a copy of which is attached hereto as Exhibit 2 (as the same may be amended, restated, supplemented, waived, or otherwise modified from time to time, consistent with the terms of ~~this~~the Interim DIP Order and ~~any~~this Final DIP Order, the “DIP Credit Agreement”), by and among OTB, as borrower (the “DIP Facility

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

Borrower”), and its affiliates who are Debtors in these Chapter 11 Cases, as guarantors (such guarantors together with the DIP Facility Borrower, the “DIP Facility Loan Parties” and, each, a “DIP Facility Loan Party”), and OTB Lender, LLC (the “DIP Lender”);

- (ii) authorizing the Debtors to execute and deliver the DIP Credit Agreement in form and substance consistent with the terms of this ~~Interim~~**Final** DIP Order, and any other agreements, instruments, pledge agreements, guarantees, fee letters, control agreements, and other ancillary documents related thereto (including any security agreements, intellectual property security agreements, or notes) (as amended, restated, supplemented, waived, and/or modified from time to time, collectively with the DIP Credit Agreement, the “DIP Loan Documents”) and to perform such other acts as may be necessary or desirable in connection with the DIP Loan Documents;
- (iii) authorizing the Debtors to borrow ~~the Interim Advance, which shall be available {upon entry of the Interim DIP Order} to avoid immediate and irreparable harm;~~a maximum aggregate principal amount of up to \$14 million of the DIP Loans, consisting of new money loans in an aggregate principal amount of \$10 million and the Roll-Up in an aggregate principal amount of \$4 million, with the unfunded portion of the new money DIP Loans to be available from and after the entry of this Final DIP Order as further described in the DIP Credit Agreement and so long as such advance is or advances are determined to be appropriate and supported by the Approved Budget; provided that the limitation on the principal amount of the DIP Loans shall not limit the capitalized interest, the capitalized DIP Facility Fee or any other amounts capitalized under the terms of the DIP Credit Agreement;
- (iv) approving {upon entry of the Interim DIP Order}, an upfront commitment fee in an amount equal to 0.50% of the \$14 million DIP Facility, which such amount ~~shall be~~was deemed to have been borrowed concurrently with the Interim Advance and such amount ~~will be~~was capitalized and added to the principal amount outstanding under the DIP Facility (the “DIP Facility Fee”);
- (v) subject to and subordinate in all respects to the Carve-Out (as defined below), granting the DIP Facility and all obligations owing thereunder and under, or secured by, the DIP Loan Documents, to the DIP Lender (collectively, and including all “Obligations” ~~to be~~as defined in the DIP Credit Agreement, the “DIP Obligations”) allowed superpriority administrative expense claim status in each of the Chapter 11 Cases and any Successor Cases (as defined below);

- (vi) subject to the Carve-Out, granting to the DIP Lender automatically and validly perfected security interests in and liens on all of the DIP Collateral (as defined below), including all property constituting Cash Collateral (as defined below);
- (vii) authorizing and directing the Debtors to pay the principal, interest, premiums, fees, expenses, and other amounts payable under the DIP Orders and the DIP Loan Documents as such become earned, due and payable, including the DIP Facility Fee, any administrative agent's fees, the reasonable and documented fees and disbursements of the DIP Lender's attorneys (including Porter Hedges LLP), advisors, accountants, and other consultants, all to the extent provided in, and in accordance with, the DIP Order and the DIP Loan Documents;
- (viii) authorizing the Debtors to use the Prepetition Collateral (as defined below), including the Cash Collateral of the Prepetition Bridge Lender (as defined below) under (a) each of the agreements, instruments, and other documents executed in connection with the Prepetition Secured Note; and (b) the Prepetition Secured Note;
- (ix) authorizing the Debtors to use the assets ("CrossFirst Collateral") subject to junior liens held by CrossFirst Bank ("CrossFirst"), including the cash collateral of CrossFirst, and providing adequate protection to CrossFirst for any diminution in value of the CrossFirst Collateral from and after the Petition Date to the extent such diminution in value occurs on account of the Debtors' sale, lease or use of the CrossFirst Collateral, the priming of the liens securing the obligations to CrossFirst (the "CrossFirst Liens"), and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code ("Diminution in Value");
- (x) ~~subject to and effective upon entry of the Final DIP Order, a waiver of~~waiving (a) the Debtors' right to surcharge any collateral pursuant to sections 105(a) and 506(c) of the Bankruptcy Code or otherwise and (b) the equitable doctrine of marshaling and other similar doctrines; and
- (xi) modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents and this ~~Interim~~Final DIP Order; ~~and,~~
- (xii) ~~scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion and approving the form of notice with respect to the Final Hearing.~~

This Court having considered the Motion, the exhibits attached thereto, the *Declaration of Jonathan Tibus in Support of Debtors' Motion for Interim and Final Orders (I) Authorizing*

the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief, the First Day Declaration, and the evidence submitted and arguments made at the ~~interim~~final hearing held on ~~_____~~April 3, 2025 (the “~~Interim~~Final Hearing”); and it appearing that proper and adequate notice of the Motion has been given under the circumstances and no further notice need be provided; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; 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 is otherwise fair and reasonable and in the best interests of the Debtors, their creditors, and their estates, and essential for the continued operation of the Debtors’ businesses and maximization of the value of the Debtors’ assets; and it appearing that the Debtors’ entry into the DIP ~~Credit Agreement and the DIP~~ Loan Documents is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation and consideration; and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE ~~INTERIM~~FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. **Petition Date.** On March 4, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Bankruptcy Court for the Northern District of Georgia (the “Court,” ~~and the cases initiated by the voluntary petitions, the “Bankruptcy Cases”~~).

B. **Debtors in Possession**. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. **Jurisdiction and Venue**. This Court has jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for the Chapter 11 Cases and proceedings with respect to the Motion is proper before this Court pursuant to 28 U.S.C. § 1408.

D. **Committee Formation**. ~~As of the date hereof~~ On March 17, 2025, the United States Trustee for the Northern District of Georgia (the “U.S. Trustee”) ~~has not yet~~ appointed an official committee of unsecured creditors in the Chapter 11 Cases (~~at~~ the “Committee”) pursuant to section 1102 of the Bankruptcy Code.

E. **Notice**. Notice of the Motion and the ~~Interim~~ Final Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, and no other or further notice of the Motion with respect to the relief requested at the ~~Interim~~ Final Hearing or the entry of this ~~Interim~~ Final DIP Order shall be required.

F. **Debtors’ Stipulations**. After consultation with their attorneys and financial advisors, and without prejudice to the rights of other parties in interest, including any Committee, the Debtors admit, stipulate, acknowledge, and agree to the statements set forth in

this paragraph (collectively, the “Debtors’ Stipulations”): (i) on February 14, 2025, OTB Lender, LLC, a Delaware corporation (the “Prepetition Bridge Lender”), entered into that certain Secured Promissory Note dated as of February 14, 2025 (such agreement, as amended, the “Prepetition Secured Note”); (ii) as of the Petition Date, the Debtors were Borrowers (as defined in the Prepetition Secured Note) and thus were justly and lawfully indebted and liable to the Prepetition Bridge Lender, without defense, counterclaim, or offset of any kind, in an aggregate principal amount of not less than \$4 million plus accrued and unpaid interest and all other obligations of whatever nature incurred in connection therewith which are chargeable or otherwise reimbursable under the applicable agreements or applicable law (collectively, the “Prepetition Secured Note Obligations”); (iii) as more fully set forth in the Prepetition Secured Note, prior to the Petition Date, the Debtors granted legal, valid, perfected, binding, enforceable, and nonavoidable liens and security interests on all of the Pledged Collateral (as defined in the Prepetition Secured Note) (excluding any Previously Unencumbered DIP Collateral (as defined below)) (the “Prepetition Collateral”) to secure the Prepetition Secured Note Obligations (collectively, the “Prepetition Liens”); (iv) the Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Bridge Lender for fair consideration and reasonably equivalent value; (b) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to certain liens senior by operation of law, solely to the extent any such liens were, as of the Petition Date, valid, properly perfected (or are perfected subsequent to the Petition Date as permitted by section 546(b)), non-avoidable, and senior in

priority to the Prepetition Liens; and (v) no claims or causes of action exist that are held by the Debtors or their estates against, or with respect to, the Prepetition Bridge Lender under the Prepetition Secured Note or any other applicable law. The Debtors and their estates have no valid claims, objections, challenges, causes of action, and/or choses in action against any of the Prepetition Bridge Lender or any of its respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition Secured Note, the Prepetition Secured Note Obligations, or the Prepetition Liens whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents.

G. **Cash Collateral.** All of the Debtors' cash, including any cash in their deposit accounts, wherever located, whether as original collateral or proceeds of other Prepetition Collateral, constitutes or will constitute cash collateral ("Cash Collateral") of the Prepetition Bridge Lender, the DIP Lender, and CrossFirst.

H. **Findings Regarding Postpetition Financing and Use of Cash Collateral.**

(i) *Request for Postpetition Financing and Use of Cash Collateral.*
The Debtors seek ~~authority to~~ (a) ~~enter~~ confirmation that entry into the DIP Facility and ~~incur~~ incurring the DIP Obligations on the terms described ~~herein~~ in the DIP Credit Agreement and herein are within the Debtors' authority as granted in the Interim DIP Order and (b) authority to use Cash Collateral on the terms described herein, in each case, to administer their Chapter 11 Cases and fund their operations. ~~At the Final Hearing, the Debtors will seek final approval of the DIP Facility and use of Cash Collateral pursuant to the Final DIP Order and the DIP Loan Documents, which both shall be in form and substance acceptable to the DIP Lender and not inconsistent with the terms of this Interim DIP Order. Notice of the Final Hearing, the DIP Loan~~

~~Documents, and the proposed Final DIP Order will be provided in accordance with this Interim DIP Order.~~

(ii) *Priming of the Prepetition Liens.* The consensual priming of the CrossFirst Liens under section 364(d) of the Bankruptcy Code, as provided herein, will enable the Debtors to obtain the financing needed to continue to operate their business during the pendency of the Chapter 11 Cases, to the benefit of their estates and creditors. CrossFirst is entitled to receive adequate protection as set forth in this ~~Interim~~Final DIP Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, solely to the extent of any Diminution in Value of its interests in the CrossFirst Collateral (including Cash Collateral) ~~as-that may result offfrom~~ the priming of the CrossFirst Liens. CrossFirst has consented to the priming of the CrossFirst Liens.

(iii) *Need for Postpetition Financing and Use of Cash Collateral.* The Debtors have a need to use Cash Collateral ~~on-an-interim-basis~~ and obtain credit in an amount equal ~~to-the-Interim-Advance-pursuant~~ to the DIP Facility in order to, among other things, enable the orderly continuation of their operations and to administer and preserve the value of their estates. The ability of the Debtors to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, and otherwise finance their operations requires the availability of working capital from the DIP Facility and the use of Cash Collateral, the absence of either of which, ~~on-an-interim-basis-as-contemplated-hereunder,~~ would immediately and irreparably harm the Debtors, their estates, and parties in interest. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses, maintain their properties in the ordinary course of business and fund the Chapter 11 Cases without the authorization to use Cash Collateral and to borrow the ~~Interim-Advance~~DIP Facility.

(iv) *No Credit Available on More Favorable Terms.* The DIP Facility is the best source of debtor in possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Lender on terms more favorable than the DIP Facility. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis on better terms is not available without granting the DIP Lender, (1) perfected security interests in and liens on (each as provided herein) the DIP Collateral, with the priorities set forth herein; (2) superpriority administrative claims; and (3) the other protections set forth in this ~~Interim~~Final DIP Order.

(v) *Use of Cash Collateral and Proceeds of the DIP Facility.* As a condition to entry into the DIP Credit Agreement, the extension of credit under the DIP

Facility, and the authorization to use the Prepetition Collateral, including Cash Collateral, the DIP Lender (in its capacity as the Prepetition Bridge Lender) requires, and the Debtors have agreed, that proceeds of the DIP Facility and the DIP Lender's Cash Collateral shall be used in a manner consistent with the terms and conditions of this ~~Interim~~Final DIP Order, and in a manner consistent with the budget (as the same may be modified from time to time with the written consent of the DIP Lender in its sole discretion and consistent with the terms of this ~~Interim~~Final DIP Order, the "~~Budget~~," a copy of which is attached hereto as Exhibit 1), solely for the purposes set forth in this ~~Interim~~Final DIP Order, including (a) ongoing working capital and other general corporate purposes of the Debtors; (b) permitted payment of costs of administration of the Chapter 11 Cases, including restructuring charges arising on account of the Chapter 11 Cases, including statutory fees of the U.S. Trustee (the "Statutory Fees") and allowed professional fees and expenses of the Professionals (as defined below), ~~subject to the Investigation Budget (as defined below)~~; (c) payment of such prepetition expenses as consented to by the DIP Lender or otherwise permitted under this ~~Interim~~Final DIP Order; (d) payment of interest, premiums, fees, expenses, and other amounts (including, without limitation, legal and other professionals' fees and expenses of the DIP Lender) owed under this ~~Interim~~Final DIP Order, including those incurred in connection with the preparation, negotiation, documentation, and Court approval of the DIP Facility, whether incurred before, on, or after the Petition Date; (e) funding the Roll-Up; and (f) payment of obligations arising from or related to the Carve-Out.

(vi) *Roll-Up of Prepetition Secured Note Obligations.* Upon the entry of the Interim DIP Order, \$4 million of the outstanding principal amount of the Prepetition Secured Note Obligations (and all of the accrued and unpaid interest) ~~shall be~~was converted into DIP Loans in accordance with this Interim DIP Order. The DIP Lender would not otherwise provide the DIP Facility without the inclusion of the Roll-Up.

(vii) *Application of Proceeds of DIP Collateral.* As a condition to entry into a DIP Credit Agreement, the extension of credit under the DIP Facility and authorization to use Cash Collateral, the Debtors, and the DIP Lender have agreed that, ~~as of and commencing on the date of the Interim Hearing,~~ the Debtors shall utilize the proceeds of the DIP Collateral in accordance with ~~this Interim~~the DIP OrderOrders.

I. **Adequate Protection.** CrossFirst is entitled to receive adequate protection of its interests in the CrossFirst Collateral, including, without limitation, the Cash Collateral.

J. **Sections 506(c) and Marshaling.** In light of (i) the DIP Lender's agreement that its DIP Liens (as defined below) and superpriority claims shall be subject and

subordinate in all respects to the Carve-Out; and (ii) the DIP Lender's agreement to the payment (in a manner consistent with the Budget, and subject to the terms and conditions of this ~~Interim~~Final DIP Order) of certain expenses of administration of these Chapter 11 Cases, ~~upon entry of a Final DIP Order~~, the Debtors shall waive the provisions of section 506(c) of the Bankruptcy Code and the equitable doctrine of marshaling and other similar doctrines;; provided, that the DIP Lender shall use commercially reasonable efforts to first use the proceeds of all DIP Collateral other than the Previously Unencumbered DIP Collateral (as defined below) to repay the DIP Obligations and the DIP Superpriority Claims.

K. **Good Faith of the DIP Lender and the Prepetition Bridge Lender.**

Based upon the pleadings and proceedings of record in the Chapter 11 Cases, (a) the extensions of credit under the DIP Facility are fair and reasonable, are appropriate for secured financing to debtors in possession, are the best available to the Debtors under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration; (b) the terms and conditions of the DIP Facility and the use of the Cash Collateral have been negotiated in good faith and at arm's-length among the Debtors, the DIP Lender, and the Prepetition Bridge Lender with the assistance and counsel of their respective advisors; (c) the use of Cash Collateral, including, without limitation, pursuant to ~~this Interim~~the DIP ~~Order~~Orders, has been allowed in "good faith" within the meaning of section 364(e) of the Bankruptcy Code; (d) any credit to be extended, loans to be made, and other financial accommodations to be extended to the Debtors by the DIP Lender or the Prepetition Bridge Lender, including, without limitation, pursuant to ~~this Interim~~the DIP ~~Order~~Orders, have been allowed, advanced, extended, issued, or made, as

the case may be, in “good faith” within the meaning of section 364(e) of the Bankruptcy Code by the DIP Lender and the Prepetition Bridge Lender in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code; and (e) the DIP Facility, the DIP Liens, and the DIP Superpriority Claims (as defined below) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that ~~this Interim~~the DIP ~~Order~~Orders or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

~~L. Immediate Entry. Sufficient cause exists for immediate entry of this Interim DIP Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and the Local Bankruptcy Rules.~~

~~M. Interim Hearing. Notice of the Interim Hearing and the relief requested in the Motion has been provided by the Debtors, whether by electronic mail, overnight courier, or first class mail to certain parties in interest, including the Notice Parties (as defined in the Motion). The Debtors have made reasonable efforts to afford the best notice possible under the circumstances, and no other notice is required in connection with the relief set forth in this Interim DIP Order.~~

Based upon the foregoing findings and conclusions, the Motion, and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. DIP Facility Approved on an Interim Final Basis. ~~On an interim basis, the~~The DIP Facility is hereby authorized and approved to the extent set forth herein, and the use of Cash Collateral ~~on an interim basis~~ is authorized, in each case subject to the terms and conditions set forth in this ~~Interim~~Final DIP Order. All objections to entry of this ~~Interim~~Final

DIP Order, to the extent not withdrawn, waived, settled, or resolved, are hereby denied and overruled. This ~~Interim~~Final DIP Order shall become effective immediately upon its entry.

Notwithstanding anything to the contrary set forth in the DIP Credit Agreement, the DIP Lender shall only be obligated to fund \$750,000 of the Remaining Availability upon entry of this Final Order. An amount equal to \$250,000 of the Remaining Availability shall be funded one (1) Business Day after the expiration of the Challenge Period (as defined below) so long as no Challenge (as defined below) has been commenced. The remaining amount of the Remaining Availability (i.e., \$1,500,000) shall be funded by the DIP Lender within one (1) Business Day after the expiration of the Release Challenge Period (as defined below) so long as no Challenge has been commenced.

2. Authorization of the DIP Facility. ~~The~~Upon entry of the Interim DIP Order, ~~the~~ Debtors ~~are~~were expressly and immediately authorized and empowered to execute and deliver the DIP Loan Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of ~~this~~the Interim DIP Order and the DIP Loan Documents, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP Facility and the creation and perfection of the DIP Liens and pursuant to this Final DIP Order, all such authority and power is hereby confirmed and continued. The Debtors shall pay, in accordance with this ~~Interim~~Final DIP Order, the principal, interest, premiums, fees, payments, expenses, and other amounts described in the DIP Loan Documents as such amounts become due and payable, without the need to obtain further Court approval, whether or not such fees arose before, on, or after the Petition Date, and whether or not the transactions contemplated hereby are

consummated, and to take any other actions that may be necessary or appropriate, all as provided in this ~~Interim~~Final DIP Order or the DIP Loan Documents; *provided* that the payment of legal and other professionals' fees and expenses of the DIP Lender (other than legal and other professionals' fees and expenses incurred prior to the Petition Date) shall be subject to the requirements of paragraph 26 hereof. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries (subject to paragraph 35 herein), condemnations, or otherwise, will be deposited and applied as required by this ~~Interim~~Final DIP Order and the DIP Loan Documents. Upon execution and delivery, the DIP Loan Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms. Upon the entry of ~~this~~the Interim DIP Order, the DIP Facility Fee ~~shall be~~was fully earned and non-refundable and, concurrently with the Interim Advance under the DIP Facility, the full amount of the DIP Facility Fee ~~shall be~~was capitalized and added to the aggregate principal amount outstanding under the DIP Loans.

3. Authorization to Borrow and Use Cash Collateral. ~~To prevent immediate and irreparable harm to the Debtors' estates, from the entry of this Interim DIP Order through and including the entry of the Final DIP Order and subject to the terms, conditions, and limitations on availability set forth {in this Interim DIP Order, } the~~The Debtors are hereby authorized to (i) borrow under the DIP Facility in an aggregate outstanding principal amount equal to the ~~Interim Advance, plus an amount equal to the Facility Fee, plus an amount equal to the aggregate amount of the Roll Up, and the Debtors shall be authorized to consummate the Roll Up,~~DIP

Facility and (ii) use the Cash Collateral for the purposes described in this ~~Interim~~Final DIP Order.

4. DIP Obligations. ~~This~~The Interim DIP Order ~~shall~~constituted and evidenced,
and this Final DIP Order shall continue to constitute and evidence, the validity and binding effect of the DIP Obligations, which ~~shall be~~are enforceable against each of the Debtors, their estates, and any successors thereto, including, without limitation, any trustee appointed in the Chapter 11 Cases or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”). Upon entry of ~~this~~the Interim DIP Order, as
such order is confirmed and continued by this Final DIP Order, the DIP Obligations ~~will~~ include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Lender, in each case, under this ~~Interim~~Final DIP Order or secured by the DIP Liens, including, without limitation, all principal, accrued and unpaid interest, costs, fees, expenses, and other amounts owing under this ~~Interim~~Final DIP Order. The Debtors shall be jointly and severally liable for the DIP Obligations. No obligation, payment, transfer, or grant of collateral security hereunder (including any DIP Obligations or DIP Liens) shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under chapter 5 of the Bankruptcy Code, section 724(a) of the Bankruptcy Code, or any other provision with respect to avoidance actions under the Bankruptcy Code or applicable state or foreign law equivalents (“Avoidance Actions”) or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or

otherwise, but other than to the Carve-Out), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

5. DIP Liens. All DIP Obligations shall be secured by the following liens and security interests (the “DIP Liens”) on all assets and properties of the Debtors (whether tangible, intangible, real, personal or mixed), whether now owned or hereafter acquired and wherever located, before or after the Petition Date, including, without limitation, all cash, cash equivalents, accounts, inventory, equipment, equity interests or capital stock in subsidiaries, investment property, instruments, chattel paper, real property, leasehold interests, contracts, patents, copyrights, trademarks and other general intangibles, receivables, all claims or causes of action (excluding avoidance actions arising under Chapter 5 of the Bankruptcy Code but including all proceeds thereof) and all products, offspring, profits and proceeds of each of the foregoing (collectively, the “DIP Collateral”); *provided* that notwithstanding the definition of DIP Collateral, (i) the DIP Liens shall only attach to the Debtors’ liquor licenses to the extent permitted by applicable non-bankruptcy law, (ii) to the extent applicable non-bankruptcy law does not permit the DIP Liens to attach directly to the Debtors’ liquor licenses, the DIP Liens shall be valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests and liens in any proceeds from any sale or other disposition of the Debtors’ liquor licenses and such proceeds shall constitute DIP Collateral, and (iii) in no event shall DIP Collateral include any leasehold interest in non-residential real property that prohibits or restricts the granting of liens thereon (except as permitted pursuant to applicable

non-bankruptcy law), but DIP Collateral shall include the proceeds of the sale or other disposition of such leases~~)~~ and the DIP Liens shall be:

- (a) secured pursuant to section 364(c)(2) of the Bankruptcy Code, by a first-priority perfected lien on, and security interest in, all present and after-acquired property of the Debtors, wherever located, that is not subject to a perfected lien or security interest on the Petition Date;
- (b) secured pursuant to section 364(c)(3) of the Bankruptcy Code, by a junior perfected lien on, and security interest in, all present and after-acquired property of the Debtors, wherever located, that is subject to a valid, perfected, enforceable and unavoidable lien or security interest (excluding the CrossFirst Liens) on the Petition Date or subject to a lien or security interest (excluding the CrossFirst Liens) in existence on the Petition Date that is perfected subsequent thereto as permitted by section 546(b) of the Bankruptcy Code (including, without limitation, the Carve-Out (as defined below)), in each case, that is expressly permitted to be senior to the DIP Liens pursuant to ~~the Interim~~this Final DIP Order or the DIP Credit Agreement;
- (c) secured pursuant to section 364(d)(1) of the Bankruptcy Code, a first-priority, perfected senior priming lien on, and security interest in, all present and after-acquired property of the Debtors, wherever located, that is or was subject to a perfected lien or security interest on the Petition Date (including the CrossFirst Liens but excluding the liens and security interests set forth in clause (b) of this sub-paragraph); ~~and~~
- (d) other than as set forth herein (including with respect to the Carve-Out), the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to any Successor Case, and/or upon the dismissal or conversion of any of the Chapter 11 Cases or Successor Cases. The DIP Liens shall not be subject to any of sections 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens.

For the avoidance of doubt, the DIP Liens (i) shall be subject only to (x) the Carve-Out and (y) validly perfected and non-avoidable liens (excluding the CrossFirst Liens) existing as of the Petition Date to which the liens securing the obligations under the Prepetition Secured Note

were subject, and (ii) shall not extend to, and the DIP Collateral shall not consist of, Avoidance Actions but they shall extend to the proceeds thereof. The DIP Liens and security interests of the DIP Lender shall not prime any Permitted Liens (as defined in the DIP Credit Agreement).

As used herein, the term “Previously Unencumbered DIP Collateral” shall mean: (A) the Debtors’ liquor licenses (solely to the extent that they are not subject to a lien in favor of the Prepetition Bridge Lender); (B) the proceeds of non-residential real property leasehold interests; (C) commercial tort claims; (D) any causes of action against insiders (as defined in the Bankruptcy Code) of the Debtors; and (E) Avoidance Actions. Notwithstanding anything herein to the contrary: (i) the Previously Unencumbered DIP Collateral shall not secure the Roll-Up portion of the DIP Obligations and the Superpriority Claims arising from the Roll-Up Portion of the DIP Obligations shall not be paid from the proceeds of Previously Unencumbered DIP Collateral; and (ii) in the event that there is a going concern sale of substantially all of the Debtors’ assets and either the DIP Obligations are fully satisfied or the Asset Purchase Agreement (as defined below) has been terminated (other than a termination due to a material default of the Debtors), the DIP Lender shall release the DIP Liens on: (x) commercial tort claims against Non-Trade Parties; (y) Avoidance Actions against Non-Trade Parties; and (z) causes of action against insiders (as defined in the Bankruptcy Code) of the Debtors (collectively, (x)-(z) are the “Sale Excluded Assets”). “Non-Trade Parties” shall mean any person or entity that was not, as of or after the Petition Date, providing goods or services to the Debtors. The Sale Excluded Assets shall not be acquired by the DIP Lender pursuant to the Sale Order.

6. Superpriority Claims. Subject to and subordinate in all respects to the Carve-Out and in the priority set forth herein, upon entry of this ~~Interim~~Final DIP Order, the DIP Lender is hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, allowed superpriority administrative expense claims against each of the Debtors in each of the Chapter 11 Cases and any Successor Cases (collectively, the “DIP Superpriority Claims”) for all DIP Obligations with priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code or any other provision of the Bankruptcy Code. The DIP Lender shall use commercially reasonable efforts to first use the proceeds of all DIP Collateral other than the Previously Unencumbered DIP Collateral to repay the DIP Obligations and the DIP Superpriority Claims. The proceeds of any Sale Excluded Assets shall not be used to pay the DIP Superpriority Claims in the event that there is a going concern sale of substantially all of the Debtors’ assets and either the DIP Obligations are fully satisfied or the Asset Purchase Agreement has been terminated (other than a termination due to a material default of the Debtors).

7. Interest. Interest shall be computed and accrue monthly on the outstanding principal amount of all draws under the DIP Facility at a rate of 12% per annum. All accrued interest will be paid-in-kind and capitalized on the first business day of each month (and thereby added to principal, which shall thereafter accrue interest). Effective immediately upon the

occurrence of an Event of Default (as defined below), interest on the DIP Loans under the DIP Facility shall accrue at a rate that is 15% per annum.

8. No Obligation to Extend Credit. The DIP Lender shall have no obligation to make any loan under this ~~Interim DIP Order and/or the~~ Final DIP Order or the DIP Loan Documents, as applicable, unless all conditions set forth in the DIP Loan Documents, have been satisfied in full or waived by the DIP Lender in accordance with the terms of this ~~Interim~~Final DIP Order and the DIP Facility.

9. Use of Proceeds of DIP Facilities. From and after the Petition Date, the Debtors shall use proceeds of borrowings under the DIP Facility only for the purposes specifically set forth in this ~~Interim~~Final DIP Order, and, in each case, in a manner consistent with the Budget and the terms and conditions in this ~~Interim~~Final DIP Order, including for (i) the Roll-Up, (ii) to fund postpetition operating expenses and working capital needs of the Debtors; (iii) to pay interest, fees, and expenses (including attorneys' fees) to the DIP Lender pursuant to this ~~Interim~~Final DIP Order (whether or not such amounts are reflected in the Budget); (d) to fund fees and expenses incurred in connection with the Sale Transaction (as defined below); (e) to pay the fees and expenses incurred by, and/or payable to, any Professional (the "Professional Fees") and expenses solely as provided for in the Budget (including, for the avoidance of doubt, the reasonable and documented fees and expenses of the Committee's Professionals incurred in connection with the performance of the Committee's statutory and fiduciary duties, subject to the Budget); and (f) to pay certain other costs and expenses of administration of the Chapter 11 Cases.

10. Authorization to Use Cash Collateral. Subject to the terms and conditions of this ~~Interim~~Final DIP Order, and in a manner consistent with the Budget, the Debtors are authorized to use Cash Collateral. Nothing in this ~~Interim~~Final DIP Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this ~~Interim~~Final DIP Order (including with respect to the Carve-Out).

11. Adequate Protection for CrossFirst. CrossFirst is entitled, pursuant to sections 361, 362, 363(c)(2), 363(e), and 507 of the Bankruptcy Code, to adequate protection ~~of its~~to the extent of its valid, perfected and unavoidable security interests in the applicable Prepetition Collateral, including Cash Collateral, solely to the extent of any Diminution in Value of its interests in the Prepetition Collateral. As adequate protection, CrossFirst is hereby granted (the "Adequate Protection"), effective and perfected upon the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements, a valid, perfected replacement security interest in and lien on the CrossFirst Collateral (the "Adequate Protection Liens"), which security interests and liens shall be subject to and subordinate in all respects to the Carve-Out, the DIP Liens, and any liens or security interests that are valid, perfected, enforceable and unavoidable as of the Petition Date. The Adequate Protection Liens shall be in addition to all valid and enforceable liens and security interests now existing in favor of CrossFirst and not in substitution therefor. The Adequate Protection Liens shall not attach to Avoidance Actions or the proceeds thereof. The Adequate Protection Liens and the CrossFirst Liens shall be subject to and subordinate to the Carve-Out.

12. Budget Maintenance.

(a) The Debtors shall use the proceeds of all borrowings under the DIP Facility and Cash Collateral in a manner consistent with the Budget and exclusions set forth herein. The Budget annexed hereto as Exhibit 1 ~~shall constitute~~ is a summary of the ~~initial~~ Budget. The Debtors shall update the Budget ~~on or before the entry of the Final DIP Order and, thereafter,~~ every four (4) weeks (after entry of this Final DIP Order, with such Budget update (along with a cash flow forecast (in Microsoft Excel) through the anticipated consummation of the Sale Transaction for all of Debtors' assets to the DIP Lender in the same format as the cash flow forecast delivered at or before the Petition Date) being delivered to the DIP Lender no later than the Thursday of ~~the~~ each week before entry of the Final DIP Order ~~(or, to the extent applicable, the week before the conclusion of such four-week period)~~ (or delivered more frequently and on such dates as consented to exclusively by the DIP Lender), which shall be subject to the DIP Lender's written approval in its sole discretion. During any period a proposed Budget has not been approved, the previously approved Budget shall be the Budget. Each Budget delivered to the DIP Lender shall be accompanied by such supporting documentation as reasonably requested by the DIP Lender and its advisors, and each Budget shall be prepared in good faith based upon assumptions the Debtors believe to be reasonable. Each Budget delivered to the DIP Lender shall also be provided to the Committee.

(b) The Debtors' budgeted disbursements shall be tested on a rolling four-week basis, and the aggregate amount of such disbursements may not vary unfavorably from the applicable Budget more than ten percent (10%) for each four-week Budget period (the "Budget Variances"); *provided, however,* that: (i) such testing shall not ~~commence~~ have

| commenced until after the second week after the Petition Date; and (ii) in determining compliance with the Budget, all disbursements to the DIP Lender's professionals shall be excluded from the calculation.

(c) For the avoidance of doubt, the Budget Variances shall not include or otherwise require a test of payment on Professional Fees; *provided, however*, that payment on Professional Fees shall not vary unfavorably from the applicable Budget on a cumulative four-week basis per Professional Fee line item for that portion of the Budget period then ending (and each professional that may receive Professional Fees shall be reflected on its own Budget line item).

(d) On or before Thursday of each week, commencing with the first week following the Petition Date, the Debtors shall deliver to the DIP Lender a current report that: (i) details the actual amount of cash receipts and disbursements for the prior week for each line item included in the Budget (on a weekly and cumulative basis); (ii) compares such actual cash receipts and disbursements (on a line item by line item basis) with the weekly and cumulative budgeted amounts for each line item set forth in the Budget for such period; and (iii) provides an explanation for all material variances between budgeted amounts and actual amounts (an "Approved Budget Variance Report"). Each Approved Budget Variance Report will be certified as true and correct by the Debtors' ~~chief restructuring officer~~ Chief Restructuring Officer ("CRO"). Any Approved Budget Variance Report provided to the DIP Lender shall also be provided to CrossFirst and the Committee.

13. Modification of Automatic Stay. The automatic stay imposed under section 362(a)(2) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms

and provisions of this ~~Interim~~Final DIP Order, including, without limitation, to: (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, and DIP Superpriority Claims; (b) permit the Debtors to perform such acts as the DIP Lender may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Lender; and (d) authorize the Debtors to pay, and the DIP Lender to retain and apply, payments made in accordance with the terms of this ~~Interim~~Final DIP Order.

14. Cash Management. The Debtors shall use a cash management system that is acceptable to the DIP Lender and the motion and orders to approve the use of the Debtors' cash management system shall be acceptable to the DIP Lender. Any material changes from such cash management system must be acceptable to the DIP Lender.

15. Perfection of DIP Liens and Adequate Protection Liens. This ~~Interim~~Final DIP Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens or the Adequate Protection Liens or to entitle the DIP Lender to the priorities granted herein. This ~~Interim~~Final DIP Order shall be sufficient to grant the DIP Lender control of each deposit account subject to a DIP Lien. Notwithstanding the foregoing, the DIP Lender is authorized to file or record, in its sole discretion, as applicable, as each may deem necessary or advisable, such financing statements, security agreements,

mortgages, notices of liens, and other similar documents to perfect its respective liens in accordance with applicable non-bankruptcy law, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed, sent, or recorded as of the Petition Date. The Debtors shall execute and deliver upon reasonable request to the DIP Lender, all such financing statements, mortgages, notices, and other documents as the DIP Lender may reasonably request. The DIP Lender may file a photocopy of this ~~Interim~~Final DIP Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instrument, and all applicable officials shall accept a photocopy of this ~~Interim~~Final DIP Order for filing or recordation for such purpose.

16. Events of Default. The following shall constitute “Events of Default:”

- (a) termination of the ~~Debtors’ Chief Restructuring Officer (“CRO”)~~ without the appointment of a successor that is reasonably acceptable to the DIP Lender;
- (b) resignation of the CRO without the appointment of a successor that is reasonably acceptable to the DIP Lender;
- (c) conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or dismissal of any of the Chapter 11 Cases;
- (d) filing or support of a proposed plan of reorganization or liquidation by any Debtor that does not provide for the indefeasible payment in full and in cash of the Debtors’ obligations outstanding under the DIP Facility;

(e) appointment of a trustee for any of the Debtors under section 1104 of the Bankruptcy Code, or the filing of any motion or other pleading requesting such relief that is not timely opposed by the Debtors;

(f) appointment of an examiner with enlarged powers (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code for any of the Debtors, or the filing of a motion or other pleading requesting such relief that is not timely opposed by the Debtors;

(g) entry of an order by the Court amending, supplementing, staying, vacating, or otherwise modifying the DIP Facility, the Interim DIP Order or ~~the~~this Final DIP Order approving the DIP Facility, or the filing of a motion or other pleading requesting such relief that is not timely opposed by the Debtors;

(h) any attempt by any Debtor to obtain, or if any other party in interest obtains, an order of the Court or other judgment, and the effect of such order or judgment is to, invalidate, reduce, or otherwise impair the DIP Lender's claims or to subject any of the Prepetition Collateral or the DIP Collateral to a surcharge pursuant to section 506(c) of the Bankruptcy Code;

(i) request by any Debtor for approval of any postpetition financing (other than the DIP Facility), except: (A) with the consent of the DIP Lender; or (B) if the proceeds of such financing are sufficient to satisfy all DIP Obligations in full;

(j) application by any Debtor for an order substituting any assets for all or any portion of the DIP Collateral;

(k) entry of an order granting liens or claims that are senior to or *pari passu* with the liens granted in favor of the DIP Lender under the DIP Loan Documents;

(l) any payment of, or application for authority to pay, any prepetition claim in whole or in part not included in an approved Budget;

(m) the sale process is terminated;

(n) entry of an order granting any creditor (other than as provided under paragraph 13 of this ~~Interim~~Final DIP Order) with a claim in excess of \$~~50,000~~100,000 relief from the automatic stay;

(o) failure to make all payments under the DIP Facility when due;

(p) failure to pay any material postpetition indebtedness;

(q) breach of any term or covenant of the DIP Facility or in any DIP Loan Document, including, without limitation, compliance with any Milestone (as defined below);

(r) any representation or warranty by any Debtor is incorrect in any material respect when made;

(s) exclusivity shall have been terminated or any Debtor shall have agreed to any such termination;

(t) after entry thereof, either of (i) an order in form and substance satisfactory to the DIP Lender approving the bidding procedures to be applicable to the Sale Transaction, or (ii) an order entered by the Court in form and substance satisfactory to the DIP Lender that, among other things, approves the Sale Transaction, shall cease to be in full force and effect, shall have been reversed, stayed, vacated or subject to stay pending appeal or shall have been modified or amended;

(u) action taken by any Debtor (or any Debtor's support for any other person in taking such action) to restrict or prohibit the DIP Lender from submitting a "credit bid" for any assets of the Debtors in accordance with Bankruptcy Code section 363(k);

(v) failure by the Debtors to disburse the proceeds of the Sale Transaction to the DIP Lender on account of the DIP Obligations contemporaneously with the closing of the Sale Transaction;

(w) commencement of any action or the filing of any motion by the Debtors that is inconsistent with the terms of this ~~Interim~~Final DIP Order; and

(x) failure to pay the DIP Facility in full prior to May 30, 2025 (the "Maturity Date").

17. Milestones. ~~The Debtors~~It shall be ~~required~~an Event of Default if the Debtors fail to comply with the following milestones (the "Milestones"), which may only be modified by the written consent of the DIP Lender in its sole discretion:

(a) No later than ~~five (5) days after the Petition Date~~April 4, 2025, the Court shall have entered ~~the Interim~~this Final DIP Order in form and substance satisfactory to the DIP Lender;

(b) No later than ~~30 days after the Petition Date~~April 4, 2025, the Court shall have entered ~~the Final DIP Order~~an order in form and substance ~~satisfactory~~acceptable to the DIP Lender;

~~(c) No later than two (2) days after the Petition Date, the Debtors shall have filed~~ {, approving the bidding procedures set forth in } a motion to sell, and to approve bidding

procedures for the sale of substantially all of the Debtors' assets (the "Assets") ~~(the "Sale and Bidding Procedures Motion")~~;

~~(d) No later than 30 days after the Petition Date, the Court shall have entered an order in form and substance acceptable to the DIP Lender {, approving the bidding procedures set forth in } the Sale and Bidding Procedures Motion;~~

(ec) No later than ~~66 days after the Petition Date~~ May 9, 2025, the Court shall have entered an order (the "Sale Order") in form and substance acceptable to the DIP Lender, approving the sale of all or substantially all of the Assets; and

(fd) No later than 15 days after the entry of the Sale Order, the Debtors shall have consummated the Sale Transaction for all of Debtors' assets ~~to the DIP Lender~~ in a manner consistent with the Sale Order.

18. Credit Bidding. ~~In~~ Subject only to the Challenge Period with respect to the Roll-Up portion of the DIP Obligations, in connection with any sale process authorized by the Court, whether effectuated through sections 363, 725, or 1123 of the Bankruptcy Code, the DIP Lender shall have the right to "credit bid" pursuant to section 363(k) of the Bankruptcy Code all or any portion of the ~~prepetition and postpetition secured obligations~~ DIP Obligations owed to it or any of its affiliated entities in the sale of the Debtors' assets, and shall not be prohibited or limited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code. Without limiting the foregoing, the DIP Lender may assign all or any portion of the DIP Obligations owed to it to an acquisition vehicle, affiliate, or any other Person (any such Person, the "Agent Assignee"). The Agent Assignee shall have the right to "credit bid" any ~~prepetition or~~ postpetition secured obligations so assigned to it or assigned to or owned by any of its

affiliated entities in any sale of the Debtors' assets. Notwithstanding the foregoing, the DIP Lender agrees that, unless otherwise consented to by the Committee and the Debtor, the DIP Lender and its assignees shall not be permitted to credit bid for any asset other than the Purchased Assets (as defined in the Amended and Restated Asset Purchase Agreement, dated as of [], filed at docket no. []) (the "Asset Purchase Agreement").

19. Application of Sale Proceeds. Unless the DIP Lender or any Agent Assignee is the bidder selected by the Debtors as the highest and best bid for the assets included in the sale of all or substantially all of the assets of the Debtors under section 363 of the Bankruptcy Code (the "Sale Transaction"), subject and subordinate in all respects to the Carve-Out, proceeds from the Sale Transaction shall be paid pursuant to a Sale Order, through which the Debtors shall seek to be made directly to the DIP Lender upon the closing of the Sale Transaction and shall be applied: (i) first, to reduce outstanding DIP Facility obligations (including all fees and professional fees payable pursuant to the DIP Loan Documents); (ii) second, to outstanding Prepetition Secured Note Obligations, in the manner set forth in the Prepetition Secured Note, with the surplus remaining (if any) following satisfaction of the Prepetition Secured Note Obligations to be disbursed in the manner set forth in the Prepetition Secured Note, to the extent not rolled up; and (iii) with the surplus remaining (if any) to be disbursed in accordance with the Bankruptcy Code and any plan of liquidation. Consistent with paragraph 6 of this Final Order, the proceeds of all DIP Collateral other than the Previously Unencumbered DIP Collateral shall be used to repay the DIP Obligations and the DIP Superpriority Claims prior to the use of proceeds of any Previously Unencumbered DIP Collateral (which shall

not be used to satisfy the Roll-Up portion of the DIP Obligations). The proceeds of any DIP Collateral (other than Previously Unencumbered DIP Collateral) shall be used to first satisfy the Roll-Up portion of the DIP Obligations until such obligations are satisfied in full before such proceeds are applied to any other portion of the DIP Obligations.

20. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these Chapter 11 Cases or any Successor Cases shall obtain credit or incur debt pursuant to sections 364(b), 364(c), 364(d) of the Bankruptcy Code in violation of this ~~Interim~~Final DIP Order at any time prior to repayment in full of the DIP Facility (the “DIP Repayment”), including subsequent to the confirmation of any chapter 11 plan with respect to any or all of the Debtors (if applicable), then all the cash proceeds derived from such credit or debt shall immediately be applied in accordance with this ~~Interim~~Final DIP Order.

21. Maintenance of DIP Collateral. Until the DIP Repayment has occurred, the Debtors shall (a) insure the DIP Collateral as required under the DIP Credit Agreement; and (b)(i) maintain accurate records of all transfers (including intercompany transactions) within the cash management system 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 (ii) provide reasonable access to such records to the DIP Lender.

22. Disposition of DIP Collateral. Except as otherwise provided for in this ~~Interim~~Final DIP Order, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral other than in the ordinary course of business

without the prior written consent of the DIP Lender and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender.

23. Rights and Remedies Upon Event of Default.

(a) Upon the occurrence of an Event of Default and after the transmission of written notice thereof to counsel for the Debtors, any Committee, and the U.S. Trustee stating an occurrence of an Event of Default, the DIP Lender, in its sole discretion, may: (i) cease making DIP Facility advances to the Debtors; (ii) terminate the Debtors' use of the DIP Collateral (including, without limitation, Cash Collateral), and/or (iii) immediately terminate the DIP Facility and demand immediate repayment, in cash, of the DIP Facility obligations then outstanding. Notwithstanding the foregoing, the Debtors may, after the occurrence of an Event of Default, use all cash on hand in satisfaction of any expenses or other amounts (solely to the extent set forth in the Budget) actually incurred prior to the issuance of a notice of default.

(b) Upon the occurrence of an Event of Default, but prior to exercising any additional remedies not listed in paragraph 23(a) but later approved by the Court as set forth in this paragraph 23(b), the DIP Lender shall be required to file a motion with the Court seeking emergency relief on not less than five (5) days' notice, which may be by email, to the Debtors, the U.S. Trustee, and counsel to the Committee (if any) for a further order of the Court, who may fashion any appropriate remedy at the hearing, including modifying the automatic stay in the chapter 11 cases to allow the DIP Lender to exercise customary remedies, including, without limitation, the ability to foreclose upon and/or sell the DIP Collateral and the right to exercise any remedy available under applicable law. Notwithstanding anything to the contrary

herein, upon the occurrence and continuation of an Event of Default, the DIP Lender or the Agent Assignee, if applicable, may enter upon the Debtors' leased premises only as provided by: (i) a separate written agreement by and between the applicable landlord and the DIP Lender or the Agent Assignee; (ii) applicable non-bankruptcy law; or (iii) an order from the Bankruptcy Court on no less than five (5) days' notice to the landlord for the affected leased premises.

24. Carve-Out.

(a) The "Carve-Out" shall be, collectively, (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) *plus* interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (without regard to the Carve-Out Trigger Notice (as defined below)), (ii) reasonable fees and expenses incurred by a trustee and payable under section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed \$100,000 (without regard to the Carve-Out Trigger Notice), (iii) to the extent allowed at any time and only as specifically permitted under the Budget, all unpaid fees and expenses of the professionals retained by the Debtors and any Committee appointed in the Bankruptcy Cases, (A) that are incurred on or prior to the third business day succeeding the date of delivery of the Carve-Out Trigger Notice, or (B) subject to an aggregate cap of \$100,000 for the Debtors' professionals and a separate aggregate cap of ~~\$25,000~~50,000 for the Committee's professionals that are incurred after the third business day succeeding the date of delivery of a Carve-Out Trigger Notice (the caps set forth in this clause (B), the "Post Carve-Out Trigger Notice Cap"), (iv) to the extent allowed by order of the Court, the fees and expenses payable to Hilco Corporate Finance in connection with the consummation of a sale of substantially all of the

Debtors' assets; and (v) to the extent allowed by order of the Court, the completion fee payable by the Debtors to Alvarez & Marsal.

(b) No proceeds of the DIP Facility, the Carve-Out or any Cash Collateral may be used for any fees and expenses, if any, of the Professionals incurred directly or indirectly, in respect of, arising from or relating to: (i) the initiation, joinder, support, or prosecution of any action contesting the indebtedness owed to the Prepetition Bridge Lender or the DIP Lender or the validity of any liens granted to the Prepetition Bridge Lender or the DIP Lender; (ii) preventing, hindering or otherwise delaying, whether directly or indirectly, the exercise by the Prepetition Bridge Lender or the DIP Lender of any of its rights and remedies under the Interim DIP Order, ~~the~~this Final DIP Order, ~~or~~ the Prepetition Secured Note or the DIP Loan Documents, (iii) the commencement, support, or prosecution of any action or proceeding of any claims, causes of action or defenses against the DIP Lender, the Prepetition Bridge Lender, or any of their respective affiliates, officers, directors, employees, representatives, and agents (including all of their professionals), including, without limitation, any attempt to recover or avoid any claim or interest held by the Prepetition Bridge Lender or the DIP Lender; (iv) any request to borrow money other than pursuant to the terms of the Interim DIP Order, ~~the~~this Final DIP Order, or the documents comprising the DIP Facility; or (v) with respect to the Debtors, any of the Debtors' Professionals, or any of their successors or assigns (including, without limitation, any trustee, responsible officer, examiner, estate administrator or representative or similar person appointed in a case for any of the Debtors under any chapter of the Bankruptcy Code) performing or commencing any investigation or litigation (whether threatened or pending) by the Debtors with respect to any matter released or

to be released, waived, or to be waived, ~~or specified as not subject to challenge~~ by the Debtors pursuant to the Interim DIP Order or this Final DIP Order; provided that prior to the Challenge Period (as defined below), an investigation budget in an aggregate amount of \$35,000 (the "Investigation Budget"), may be used by the Committee to investigate the Debtors' Stipulations and the Releases. The proceeds of the DIP Facility may be used to pay, in accordance with and limited by the approved Budget, the reasonable and documented fees and expenses of the Committee's professionals incurred in connection with the performance of the Committee's statutory and fiduciary duties, including, without limitation, (i) investigating any liens, claims, and causes of action against the DIP Lender, and (ii) objecting to or challenging the DIP Facility (prior to the date hereof), the exercise of remedies by the DIP Lender, or any chapter 11 plan proposed or supported by the DIP Lender, provided, however, that such use of DIP proceeds in respect of (i) above shall be strictly limited to the "Investigation Budget," which shall {constitute a cap on the } fees and expenses incurred by the Committee's professionals in connection with the investigation and potential challenge of the validity, enforceability, priority, perfection, or amount of the Prepetition Liens and the Prepetition Secured Note Obligations.

(c) Contemporaneously with the Interim Advance, the Debtors ~~will transfer~~ transferred cash proceeds from the DIP Facility in an amount equal to the total budgeted weekly fees and expenses for the Debtors' and Committee's (if appointed and as applicable) retained professionals (the "Professional Persons") for the period beginning on the Petition Date through the first four weeks of the Chapter 11 Cases under the approved Budget and after such four-week period on a weekly basis, in each case, excluding any success or other

transaction fees of any investment banker or financial advisor of the Debtors or Committee, into one or more escrow accounts at Truist Bank (the “Escrow Agent”) for the benefit of the Professional Persons (the “Professional Fee Reserve”). Upon the delivery of a Carve-Out Trigger Notice, the Carve-Out Trigger Notice shall be deemed a request by the Debtors for, and the DIP Lender shall fund DIP Loans under the DIP Facility, in an amount equal to (A) the aggregate amount of budgeted accrued and unpaid Professional Fees incurred before or on the third business day following delivery of a Carve-Out Trigger Notice (to the extent not previously funded) and (B) the Post Carve-Out Trigger Notice Cap (less any amounts already funded in respect of such amounts) (any such amounts actually advanced shall constitute DIP Loans). Amounts funded into the Professional Fee Reserve shall be considered used by the Debtors at such time as they are deposited into the Professional Fee Reserve for distribution to Professional Persons in accordance with orders of the Court. The Debtors are hereby permitted to instruct the Escrow Agent to disburse funds to Professional Persons consistent with orders of the Court (including the Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases). Any amounts remaining in the Professional Fee Reserve after payment of allowed fees and expenses pursuant to the Budget shall be subject to the DIP Liens. ~~The Professional Fee Reserve shall not constitute a cap on the allowed amount of professional fees~~ and the DIP Superpriority Claims. Pursuant to the Budget, the Debtors shall also deposit in such escrow account the anticipated fees required to be paid to the Clerk of the Court and to the U.S. Trustee pursuant to 28 U.S.C. §1930(a) for the period from the Petition Date through March 31, 2025. The Budgeted amount for Professional Persons retained by the Committee shall not be reduced without the consent of the Committee.

(d) The Debtors shall use funds held in the Professional Fee Reserve exclusively to pay Professional Fees within the Carve-Out as they become allowed and payable pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any interim or final orders of the Court; *provided* that when all Professional Fees and the other obligations that are a part of the Carve-Out have been paid in full (regardless of when such Professional Fees are allowed by the Court), any funds remaining in the Professional Fee Reserve shall revert to the DIP Lender.

(e) Notwithstanding anything to the contrary in the DIP Loan Documents, this ~~Interim~~Final DIP Order, or any other Court order, the Professional Fee Reserve and the amounts on deposit in the Professional Fee Reserve shall be available and used only to satisfy Professional Fees benefitting from the Carve-Out, and the other obligations that are a part of the Carve-Out. The failure of the Professional Fee Reserve to satisfy Professional Fees in full shall not affect the priority of the Carve-Out; *provided*, that, to the extent that the Professional Fee Reserve is actually funded, the Carve-Out shall be reduced by such funded amount dollar-for-dollar. In no way shall the Carve-Out, Professional Fee Reserve, or the approved Budget or any of the foregoing be construed as a cap or limitation on the amount of the allowed Debtor or Committee Professional Fees or Statutory Fees due and payable by the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise). No Professional Person shall be entitled to disbursements from the Professional Fee Reserve in excess of the amounts deposited into the Professional Fee Reserve on account of such Professional Person pursuant to the Budget (the “Deposited Amount”); provided, however, that: (w) in the event that the actual fees and expenses of

the counsel to the Committee is less than the Deposited Amount for the counsel to the Committee, such excess may be used to satisfy amounts payable to the financial advisor to the Committee; (x) in the event that the actual fees and expenses of the financial advisor to the Committee is less than the Deposited Amount for the financial advisor to the Committee, such excess may be used to satisfy amounts payable to the counsel to the Committee; (y) in the event that the actual fees and expenses of the bankruptcy counsel to the Debtors is less than the Deposited Amount for the bankruptcy counsel to the Debtors, such excess may be used to satisfy amounts payable to the financial advisor to the Debtors; and (z) in the event that the actual fees and expenses of the financial advisor to the Debtors is less than the Deposited Amount for the financial advisor to the Debtors, such excess may be used to satisfy amounts payable to the bankruptcy counsel to the Debtors.

(f) “Carve-Out Trigger Notice” shall mean a written notice delivered by the DIP Lender to the Debtors’ lead 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 an Event of Default under the DIP Facility.

(g) No Direct Obligation to Pay Allowed Professional Fees. Neither the DIP Lender nor the Prepetition Bridge Lender shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional incurred in connection with the Chapter 11 Cases or any Successor Cases. Nothing in this ~~Interim~~Final DIP Order or otherwise shall be construed to obligate the DIP Lender or the Prepetition Bridge Lender, in any way, to pay compensation to, or to reimburse expenses of, any Professional or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement. As used herein, the

term “Professional” means any professional retained by the Debtors or retained by any Committee appointed in the Bankruptcy Cases.

25. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this ~~Interim~~Final DIP Order. Based on the findings set forth in this ~~Interim~~Final DIP Order and the record made during the ~~Interim~~Final Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this ~~Interim~~Final DIP Order are hereafter modified, amended, waived, or vacated by a subsequent order of this Court or any other court of competent jurisdiction, each of the DIP Lender and the Prepetition Bridge Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment, waiver or vacatur shall not affect the validity and enforceability of any advances previously made, including advances made hereunder, or any lien, claim, or priority authorized or created hereby, unless such authorization and the incurring of such debt, or the granting of such priority or lien, is stayed pending appeal.

26. Payment of Fees and Expenses. The Debtors shall pay all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the DIP Lender (in its capacity as the DIP Lender) in connection with the DIP Facility and the Chapter 11 Cases, as provided in this ~~Interim~~Final DIP Order. Any time that professionals of the DIP Lender, including, without limitation, Porter Hedges LLP, as counsel to the DIP Lender, seek payment of fees and expenses from the Debtors, such professional shall provide summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified 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 invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) with: (i) a summary of the work performed during the relevant compensation period; (ii) the name of, hourly rate (if applicable) of, and number of hours worked by each professional and paraprofessional who worked on the matter during the relevant compensation period; and (iii) the total fee amount being requested by electronic mail to the U.S. Trustee and counsel to the Committee (if appointed) contemporaneously with the delivery of such fee and expense statements to the Debtors. The Debtors, any Committee, or the U.S. Trustee may dispute the payment of any portion of such invoiced fees and expenses (the “Disputed Invoiced Fees”) if a Debtor, any Committee ~~that may be appointed in these Chapter 11 Cases~~, or the U.S. Trustee notifies the submitting party in writing, within ten (10) days of the receipt of such fee and expense statement or invoice, setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of an objection, with at least ten (10) days’ prior written notice to the submitting party of any hearing on such objection). The Debtors shall promptly pay in full all such invoiced fees and expenses other than the Disputed Invoiced Fees. Notwithstanding the foregoing, the Debtors ~~shall~~ were required to pay on or about the date of entry of the Interim DIP Order all reasonable and documented fees, costs, and out-of-pocket expenses of the DIP Lender incurred on or prior to such date without the need for any professional engaged by the DIP Lender to first deliver a copy of its invoice as provided for herein (other than to the Debtors). No attorney or advisor to the DIP Lender shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the

Debtors to the DIP Lender (including the fees and expenses of Porter Hedges LLP, as counsel to the DIP Lender) ~~shall be~~were approved in full in the Interim ~~DIP Order and the Final~~ DIP Order. The DIP Lender shall have the right to charge the DIP Facility for any such fees and costs (whether such costs were incurred prior to the Petition Date or after the Petition Date). To the extent the DIP Lender charges the DIP Facility for such fees and costs, they will become part of the DIP Facility.

27. Proofs of Claim. The DIP Lender and the Prepetition Bridge Lender will not be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claim allowed herein, including any claims arising under the Prepetition Secured Note. The Debtors' Stipulations shall be deemed to constitute a timely filed proof of claim for the DIP Lender and the Prepetition Bridge Lender upon approval of this ~~Interim~~Final DIP Order, and the DIP Lender and the Prepetition Bridge Lender shall be treated under section 502(a) of the Bankruptcy Code as if they filed a proof of claim. Any order entered by the Court in relation to the establishment of a bar date for any claim (including without limitation administrative claims) in any of the Chapter 11 Cases or any Successor Cases shall not apply to (i) the DIP Lender~~,~~ or (ii) the Prepetition Bridge Lender with respect to any claims arising under the Prepetition Secured Note.

{28. Effect of Stipulations and Order}.

~~{28. Effect of Stipulations and Order}~~(a) Generally. The Debtors' Stipulations and the releases set forth in paragraph 32 of this ~~Interim~~Final DIP Order ~~(the "Releases")~~, shall be binding on the Debtors in all circumstances and for all purposes, including with respect to any Prepetition Secured Note Obligations. The Debtors' Stipulations shall

also be binding on all creditors and other parties in interest and all of their respective successors and assigns, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, including the Committee, and any other person or entity acting or seeking to act on behalf of the Debtors' estates in all circumstances and for all purposes, unless, solely with respect to the Debtors' Stipulations related to the Prepetition Secured Note Obligations, (i) an adversary proceeding or contested matter (a "Challenge") is filed prior to April 11, 2025 (the "Challenge Period") challenging the Debtors' Stipulations; *provided* that any pleadings filed in any Challenge shall set forth with specificity the basis for such Challenge (and any such Challenge not so specified prior to the Challenge Period shall be deemed forever, waived, released, and barred); *provided further* that any party in interest that fails to file a Challenge within the Challenge Period shall be forever barred from challenging in any manner the Debtors' Stipulations. As used herein, "Challenge" includes any pleading filed by the Committee seeking standing to challenge the Prepetition Liens and the Prepetition Secured Note Obligations.

(b) If no such Challenge is timely and properly filed prior to the end of the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then the Debtors' Stipulations contained in this Final DIP Order shall nonetheless remain binding and preclusive on the Committee and on any other person or entity and the Debtors.

(c) Nothing in this final DIP Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Committee or any statutory or

non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect the Debtors' stipulations, admissions, agreements, and other releases contained {in this Interim DIP Order, }including the Debtors' Stipulations and Releases, and all rights to object to such standing are expressly reserved.

29. No Third-Party Rights. Except as explicitly provided for herein, this ~~Interim~~Final DIP Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

30. Section 506(c) Claims. ~~Subject to and upon entry of the Final DIP Order,~~
~~except~~Except to the extent of the Carve-Out, no costs or expenses of administration that have been or may be incurred in the Chapter 11 Cases at any time shall be charged against the DIP Lender, the DIP Collateral, the Prepetition Bridge Lender, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Lender or the Prepetition Bridge Lender, as may be applicable, and no such consent shall be implied from any action, inaction, or acquiescence by any party; provided, however, that the waiver provided for herein shall be subject to the Debtors' ability to use all cash on hand in satisfaction of any expenses or other amounts (solely to the extent set forth in the Budget) actually incurred prior to the issuance of a Carve-Out Trigger Notice.

31. No Marshaling/Applications of Proceeds. ~~Subject to and upon entry of the Final~~Except as other provided for herein with respect to the Previously Unencumbered
~~DIP Order~~Collateral, in no event shall the DIP Lender or the Prepetition Bridge Lender 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.

32. Releases. In exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of the Debtors, (in their own right, on behalf of their estates) (collectively, the “Releasing Parties”) hereby unconditionally and irrevocably releases, acquits, absolves, forever discharges and covenants not to sue the DIP Lender, the Prepetition Bridge Lender, and each such entities’ current and former affiliates, and each such entity’s current and former directors, officers, managers and equityholders (regardless of whether such interests are held directly or indirectly), predecessors, successors and assigns, and direct and indirect subsidiaries, and each of such entity’s current and former officers, members, managers, directors, equityholders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, independent contractors, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, financial advisors, and partners (including both general and limited partners) (the “Released Parties”) and their respective property and assets from any and all acts and omissions of the Released Parties, and from any and all claims, interests, causes of action, avoidance actions, counterclaims, defenses, setoffs, demands, controversies, suits, judgments, costs, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, objections, legal proceedings, equitable proceedings, executions of any nature, type, or description and liabilities whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their estates, or such entities’ successors or assigns, whether individually or collectively), which the Releasing Parties now have, may claim to have or may come to have against the Released Parties through

the date of ~~the~~this Final DIP Order, at law or in equity, by statute or common law, in contract or in tort, including, without limitation, (a) any so-called “lender liability” or equitable subordination claims or defenses, (b) any and all “claims” (as defined in the Bankruptcy Code) and causes of action arising under the Bankruptcy Code and (c) any and all offsets, defenses, claims, counterclaims, set off rights, objections, challenges, causes of action, and/or choses in action of any kind or nature whatsoever, whether liquidated or unliquidated, fixed or contingent, known or unknown, suspected or unsuspected, disputed or undisputed, whether arising at law or in equity, including any recharacterization, recoupment, subordination, disallowance, avoidance, challenge, or other claim or cause of action arising under or pursuant to section 105, chapter 5, or section 724(a) of the Bankruptcy Code or under other similar provisions of applicable state, federal, or foreign laws, including without limitation, any right to assert any disgorgement, recovery, and further waives and releases any defense, right of counterclaim, right of setoff, or deduction on the payment of the Prepetition Secured Note Obligations, but excluding obligations of the DIP Lender under the DIP Facility arising after the date of ~~the~~this Final DIP Order. This paragraph is in addition to and shall not in any way limit any other release, covenant not to sue, or waiver by the Releasing Parties in favor of the Released Parties.

Notwithstanding the foregoing, the Releases set forth in this paragraph 32 shall not be binding on the Committee in the event that the Committee files a Challenge regarding the Releases on or before the date that is three weeks after the entry of this Final Order (the “Release Challenge Period”).

33. Indemnification. The Debtors shall indemnify and hold the DIP Lender ~~and each such entities’~~(in its capacity as the DIP Lender) and its current and former ~~affiliates, and~~

~~each such entity's current and former~~ directors, officers, managers and equityholders (regardless of whether such interests are held directly or indirectly), predecessors, successors and assigns, and direct and indirect subsidiaries, and each of such entity's current and former officers, members, managers, directors, equityholders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, independent contractors, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, financial advisors, and partners (including both general and limited partners) (each an "Indemnified Party") harmless from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, all fees and disbursements of attorneys and other professionals) to which any Indemnified Party may become liable or which may be incurred by or asserted against any Indemnified Party, in each case in connection with or arising out of or by reason of any investigation, litigation or proceeding arising out of or relating to or in connection with the DIP Facility, any obligation, or any act, event or transaction related or attendant thereto or any use or intended use of the proceeds of the DIP Facility, except to the extent the same is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's own gross negligence or willful misconduct. The Debtors shall file a notice with the Court if any Indemnified Party asserts a claim against the Debtors under this paragraph.

34. Limits on Lender Liability. Nothing in this ~~Interim~~Final DIP Order, any of the DIP Loan Documents, ~~any of~~ the Prepetition Secured Note, or any other documents related thereto, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender, or the Prepetition Bridge Lender of any liability for any claims arising from any

activities by the Debtors in the operation of their businesses or in connection with the administration of these Chapter 11 Cases or any Successor Cases. The DIP Lender and the Prepetition Bridge Lender shall not, solely by reason of having made loans under the DIP Facility or authorizing the use of Cash Collateral, be deemed 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 (as 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). Nothing in this ~~Interim~~Final DIP Order shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender or the Prepetition Bridge Lender of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

35. Insurance Proceeds and Policies. Upon entry of this ~~Interim~~Final DIP Order and to the fullest extent provided by applicable law, the DIP Lender shall be deemed to be, without any further action or notice, named as additional insured and loss payee on each insurance policy (except for the Debtors’ directors & officers insurance policy) maintained by the Debtors that in any way relates to the DIP Collateral or any collateral subject to Adequate Protection Liens; *provided* that the rights of a landlord under any non-residential real property lease to any such insurance proceeds are hereby preserved.

36. Joint and Several Liability. Nothing in this ~~Interim~~Final DIP Order shall be construed to constitute a substantive consolidation of any of the Debtors’ estates, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations. All unpaid principal, interest, fees, costs, and expenses

accruing under the DIP Facility shall be due and payable in full on the Maturity Date to the extent not due earlier, and if such amounts are not paid in full in cash, interest, fees, costs, and expenses in respect of the DIP Facility shall continue to accrue until paid in full.

37. [Reserved].

38. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this ~~Interim~~Final DIP Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Lender's and the Prepetition Bridge Lender's rights to seek any other or supplemental relief; (b) any of the rights of any of the DIP Lender and/or the Prepetition Bridge Lender under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, the right to request modification of the automatic stay imposed by section 362 of the Bankruptcy Code, request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, to enforce any guarantee against a non-Debtor; or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Lender or the Prepetition Bridge Lender.

39. Texas Taxing Authorities. Notwithstanding any provisions in the Motion, the Interim Order or this Final Order, the statutory tax liens held by the Texas Taxing Authorities,⁴ or which shall arise during the course of this case pursuant to applicable

⁴ Texas Taxing Authorities is defined as City of Allen, Allen Independent School District, Dallas County, Gregg County, Lewisville Independent School District, McClennan County, Northwest Independent School District, Nueces County, City of Richardson, City of Roanoke, Smith County, Tarrant County, Bowie CAD, Brazos County, Midland CAD, Denton County (including City of Denton, Denton ISD, City of Lewisville), City of Waco, Waco ISD, Burleson Independent School District, Carrollton-Farmers

non-bankruptcy law for prepetition and postpetition taxes (the “Tax Liens”), if any, shall neither be primed by nor subordinated to any liens granted thereby or pursuant to this Final Order to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and 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.

~~39~~40. No Waiver by Failure to Seek Relief. The failure of the DIP Lender or the Prepetition Bridge Lender to seek relief or otherwise exercise their rights and remedies under this ~~Interim~~Final DIP Order, the DIP Loan Documents, the Prepetition Secured Note, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Lender or the Prepetition Bridge Lender.

~~40~~41. Binding Effect of ~~Interim~~Final DIP Order. The provisions of this ~~Interim~~Final DIP Order shall be binding upon and inure to the benefit of the Debtors, the DIP Lender, the Prepetition Bridge Lender, any Committee appointed in these Chapter 11 Cases, all other creditors of any of the Debtors and all other parties in interest and, in each case, their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors).~~This Interim;~~
provided that the Final DIP Order shall control over the Interim DIP Order. This Final

Branch Independent School District, Eagle Mountain-Saginaw Independent School District, City of Garland, Garland Independent School District, Frisco Independent School District, Plano Independent School District, Lubbock Central Appraisal District, Midland County, Tyler Independent School District, Wichita County Tax Office, and Rockwall County Appraisal District.

DIP Order shall bind any trustee hereafter appointed for the estate of any of the Debtors, whether in these Chapter 11 Cases or in the event of the conversion of any of the Chapter 11 Cases, any Successor Cases, or upon dismissal of any Chapter 11 Case or Successor Case, to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this ~~Interim~~Final DIP Order.

~~41~~42. No Modification of ~~Interim~~Final DIP Order. Until the DIP Repayment has occurred, the Debtors shall be prohibited from seeking or consenting to, directly or indirectly, any modification, stay, vacatur, waiver, or amendment to this ~~Interim~~Final DIP Order or any provision hereof without the prior written consent of the DIP Lender, and no such consent shall be implied by any action or inaction of the DIP Lender.

~~42~~43. Modifications to DIP Loan Documents. ~~Upon entry of the Final DIP Order,~~
~~the~~The Debtors and the DIP Lender are authorized to implement, in accordance with the terms of the DIP Loan Documents, any non-material modifications or amendments of the DIP Loan Documents without further order of this Court; *provided, however*, that notice of any non-material modification or amendment to the DIP Loan Documents shall be provided to lead counsel to the Committee (if appointed) and the U.S. Trustee, each of whom shall have five (5) business days from the date of such notice within which to object in writing (email to suffice) to such modification or amendment. If any such party timely objects to any non-material modification or amendment to the DIP Loan Documents, such modification or amendment shall only be permitted pursuant to an order of this Court. For the avoidance of doubt, the extension of a Milestone shall not constitute a material amendment, modification, waiver, or supplement to the DIP Loan Documents.

~~43~~44. ~~Interim~~Final DIP Order Controls. In the event of any inconsistency between the terms and conditions of ~~any (as yet finalized)~~the DIP Loan Documents and this ~~Interim~~Final DIP Order, the provisions of this ~~Interim~~Final DIP Order shall control.

~~44~~45. Discharge. Subject to the terms and conditions of this ~~Interim~~Final DIP Order, the DIP Obligations shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless the DIP Repayment has occurred on or before the effective date of such plan of reorganization or the DIP Lender has otherwise agreed in writing.

~~45~~46. Survival. The provisions of this ~~Interim~~Final DIP Order, any actions taken pursuant hereto or thereto, and all of the protections, rights, remedies, liens, priorities, privileges, and benefits granted to the DIP Lender shall survive, and shall not be modified, impaired, or discharged by, the entry of any order confirming any plan of reorganization or liquidation in any of the Chapter 11 Cases, converting any of the Chapter 11 Cases to a chapter 7 case, dismissing any of the Chapter 11 Cases or any Successor Cases, withdrawing of the reference of any of these Chapter 11 Cases, any Successor Cases, or providing for abstention from handling or retaining of jurisdiction of any of these Chapter 11 Cases in this Court, or terminating the joint administration of these Chapter 11 Cases or by any other act or omission.

The terms and provisions of this ~~Interim~~Final DIP Order shall continue in the Chapter 11 Cases, in any Successor Cases, or following the dismissal of the Chapter 11 Cases or any Successor Cases, notwithstanding the entry of any such order, and such protections, rights, remedies, liens, priorities, privileges, and benefits shall continue in full force and effect in these proceedings and after dismissal of any thereof, and shall maintain their respective priorities as provided by this

~~Interim~~Final DIP Order, and to the maximum extent permitted by law, until all of the DIP Obligations are indefeasibly paid in full in cash and discharged.

~~46~~47. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this ~~Interim~~Final DIP Order.

~~47~~48. Retention of Jurisdiction. The Court retains exclusive jurisdiction to resolve any dispute arising from or related to the interpretation or enforcement of the DIP Facility and/or this ~~Interim~~Final DIP Order.

~~48. Final Hearing. The Final Hearing is scheduled for [____], 2025 at [__] a.m./p.m. (prevailing Central Time) before this Court. Any objections or responses to entry of the Final DIP Order on the Motion shall be filed on or before 4:00 p.m. (prevailing Central time), on [____], 2025. In the event no objections to entry of the Final DIP Order on the Motion are timely received, the Court may enter such Final DIP Order without need for the Final Hearing.~~

[END OF ORDER]

Exhibit 1

Budget

Exhibit 2

DIP Credit Agreement

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 4/1/2025 9:51:22 AM		
Style name: K&S Show Moves		
Intelligent Table Comparison: Active		
Original DMS: iw://cloudimanager.com/WORKAMER/50605879/8		
Modified DMS: iw://cloudimanager.com/WORKAMER/50770266/18		
Changes:		
<u>Add</u>	32	2
Delete	30	2
Move From		5
<u>Move To</u>		5
<u>Table Insert</u>		0
Table Delete		0
<u>Table moves to</u>		0
Table moves from		0
Embedded Graphics (Visio, ChemDraw, Images etc.)		0
Embedded Excel		0
Format changes		0
Total Changes:	72	4