

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

In re:

PROSOMNUS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-10972 (JTD)

(Jointly Administered)

**Re: Docket Nos. 5 and 43**

**CERTIFICATION OF COUNSEL REGARDING FINAL ORDER AUTHORIZING (I)  
CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, INCLUDING  
MAINTENANCE OF EXISTING BANK ACCOUNTS, CHECKS, AND BUSINESS  
FORMS, AND (II) CONTINUATION OF EXISTING DEPOSIT PRACTICES  
AND RELATED RELIEF**

I, Shanti M. Katona, Esq., of Polsinelli PC, proposed counsel to the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), hereby certify and state as follows:

1. On May 7, 2024, the Debtors filed the *Motion of Debtors for Entry of Interim and Final Orders Authorizing (I) Continued Use of Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, and (II) Continuation of Existing Deposit Practices and Related Relief* [Docket No. 5] (the “**Motion**”)<sup>2</sup> with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

2. On May 9, 2024, following a hearing on the Motion, the Court entered an order approving the Motion on an interim basis [Docket No. 43] (the “**Interim Order**”). Pursuant to the Interim Order, the deadline to file objections or responses to entry of a final order granting

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: ProSomnus, Inc. (8216), ProSomnus Holdings, Inc. (3855), and ProSomnus Sleep Technologies, Inc. (0766). The location of the Debtors’ principal place of business and the Debtors’ mailing address is 5675 Gibraltar Dr., Pleasanton, California 94588.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Motion.



the relief requested in the Motion was May 29, 2024 at 4:00 p.m. ET (the “**Objection Deadline**”), which was extended for the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) and Wells Fargo Bank, National Association (“**Wells Fargo**”).

3. After the Interim Order was entered, the Debtors entered into discussions with the Sponsoring Noteholders, DIP Lenders, U.S. Trustee, and Wells Fargo regarding the proposed form of final order approving the Motion (the “**Proposed Final Order**”). On May 31, 2024, Wells Fargo filed the *Limited Objection of Wells Fargo Bank to Debtors’ (I) Motion Authorizing Debtors to Obtain Postpetition Financing; and (II) Debtors’ Motion to Continue to Operate Their Cash Management System* [Docket No. 99] (the “**Limited Objection**”) to reserve its rights while these discussions continued.

4. As discussed above, the Debtors received informal comments from: (i) the Sponsoring Noteholders, (ii) the DIP Lenders, and (iii) the U.S. Trustee (collectively, the “**Commenting Parties**”).

5. Attached hereto as Exhibit A is the proposed form of final order approving the Motion (the “**Revised Final Order**”) which incorporates the comments received from the Commenting Parties and resolves the Limited Objection. The Revised Final Order has been circulated to the Commenting Parties and Wells Fargo, and there is no objection to entry of the Revised Final Order. For the convenience of the Court and other interested parties, a blackline comparison of the Revised Final Order against the Proposed Final Order is attached hereto as Exhibit B.

6. Accordingly, the Debtors respectfully request that the Court enter the Revised Final Order, attached hereto as Exhibit A, at the earliest convenience of the Court.

Dated: June 4, 2024  
Wilmington, Delaware

POLSINELLI PC

/s/ Shanti M. Katona

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*Proposed Counsel to the Debtors and  
Debtors in Possession*

**EXHIBIT A**

**(Revised Final Order)**

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

In re:

PROSOMNUS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-10972 (JTD)

(Jointly Administered)

**Re: Docket Nos. 5 and 43**

**FINAL ORDER AUTHORIZING (I) CONTINUED USE OF EXISTING CASH  
MANAGEMENT SYSTEM, INCLUDING MAINTENANCE OF EXISTING BANK  
ACCOUNTS, CHECKS, AND BUSINESS FORMS, AND (II) CONTINUATION OF  
EXISTING DEPOSIT PRACTICES AND RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for entry of a final order (this “**Final Order**”), pursuant to Bankruptcy Code sections 105(a), 363, and 364, Bankruptcy Rules 6003 and 6004, and Local Rule 2015-2, (i) authorizing, but not directing, the Debtors to continue to maintain and use their existing Cash Management System, including maintenance of the Bank Accounts and existing checks and business forms, (ii) granting the Debtors a temporary suspension of certain bank account and related requirements of the U.S. Trustee to the extent that such requirements are inconsistent with the Debtors’ practices under their Cash Management System or other actions described in the Motion or this Final Order, (iii) authorizing, but not directing, the Debtors to continue to maintain and use their existing deposit practices, (iv) authorizing the Debtors to pay ordinary course Bank Fees, including prepetition fees, and (v) authorizing and directing all banks with which the Debtors maintain accounts to continue to maintain, service, and administer such

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

accounts and authorize third-party payroll and benefits administrators and providers to prepare and issue checks on behalf of the Debtors; and the Court having reviewed the Motion, the First Day Declaration, and the Interim Order entered on May 9, 2024; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors consent to entry of a final order under Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

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

1. The Motion is GRANTED on a final basis, as set forth herein.
2. All objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized to continue to use their existing Cash Management System, as described in the Motion, and shall maintain detailed records reflecting all transfers of funds under the terms and conditions provided for by the existing agreements with the institutions participating in the Cash Management System, except as provided by this Final Order. The Debtors shall maintain records with respect to all transactions and transfers, so that all transactions can be readily ascertained, traced, properly recorded, and distinguished between prepetition and postpetition transactions, and shall include a detailed accounting of intercompany transactions between the Debtors in the Debtors' monthly operating reports.

4. The Debtors are authorized to (i) continue to use any and all of the Bank Accounts in existence as of the Petition Date that are set forth on Schedule 1 to the Motion, in the same manner and with the same account numbers, styles, and document forms as are currently employed, (ii) deposit funds in and withdraw funds from the Bank Accounts in the ordinary course by all usual means, including checks, wire transfers, drafts, and electronic fund transfers or other items presented, issued, or drawn on the Bank Accounts, (iii) pay ordinary course Bank Fees in connection with the Bank Accounts, including any fees arising prior to the Petition Date, (iv) perform their obligations under the documents and agreements governing the Bank Accounts, and (v) for all purposes, treat the Bank Accounts as accounts of the Debtors in their capacities as debtors in possession.

5. The Debtors shall have (i) contacted each Bank, (ii) provided the Bank with each of the Debtors' employer identification numbers, and (iii) identified each of the Bank Accounts held as such Bank as being held by a debtor in possession in a bankruptcy case and provided the case number.

6. Pursuant to Local Rule 2015-2(a), the Debtors are authorized to continue to use their existing checks, correspondence, and other business forms without alteration or change and without the designation "Debtor in Possession" or a bankruptcy case number imprinted upon them. Notwithstanding the foregoing, once a Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks; *provided that*, with respect to checks that the Debtors or their agents print themselves, the Debtors shall have begun printing the "Debtor in Possession" legend and the bankruptcy case number on such items.

7. The Debtors are authorized to continue to utilize all third-party providers necessary for the administration of their Cash Management System, including the PEO Providers and their bill payment platform, *bill.com*. In addition, the Debtors are authorized, but not directed, to pay all prepetition amounts or postpetition amounts due to such third-party providers.

8. Effective as of the Petition Date, and subject to the terms of this Final Order and any other order of this Court, including any DIP Order, the Banks are authorized to continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prepetition in accordance with the applicable deposit agreements between the Debtors and Banks, without interruption and in the ordinary course (including making deductions for Bank Fees and honoring various provisions, including, without limitation, the termination and fee provisions), and, when requested by the Debtors, to honor any and all checks, drafts, wires, electronic fund transfers, or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising on or after the Petition Date; *provided, however*, that unless otherwise ordered by the Court, no checks, drafts, electronic funds transfers (excluding any electronic funds transfer that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising prior to the Petition Date shall be honored.

9. Each of the Debtors' Banks is authorized to debit the Bank Accounts in the ordinary course of business, if consistent with past practice, without the need for further order of this Court for (i) all checks drawn on the Bank Accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks and other items deposited in a Bank Account prior to the Petition Date which have been dishonored or returned for any reason, and (iii) all undisputed prepetition amounts outstanding as of the date



hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System, including any fees and costs for checks or other items that were dishonored or returned unpaid prior to the Petition Date.

10. The Debtors shall implement appropriate mechanisms to ensure that no payments will be made on any debts incurred by the Debtors prior to the Petition Date, other than those authorized by this order of the Court, including any DIP Order. The Banks shall implement reasonable handling procedures designed to effectuate the terms of this Final Order. No Bank that implements such handling procedures and then honors a prepetition check or item drawn on any account that is the subject of this Final Order at the direction of the Debtors to honor such prepetition check or item shall be deemed to be liable to the Debtors or their estates on account of such prepetition check or item being honored postpetition or otherwise in violation of this Final Order.

11. The Debtors and the Banks may, without further Order of this Court, agree to and implement changes to the Cash Management System and procedures in the ordinary course of business, consistent with past practice, pursuant to the terms of those certain existing deposit agreements, subject to the terms and conditions of this Final Order.

12. Consistent with this Final Order, the Debtors are authorized to closing any of the Bank Accounts or opening any New Accounts wherever the Debtors deem that such accounts are needed or appropriate. Notwithstanding the foregoing, the Debtors shall open such New Account(s) at banks that have executed a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement and any New Account that the Debtors open in the United States shall be (i) at one of the existing Banks or with a bank that is organized under the laws of the United States of America

or any state therein, and that is insured by the FDIC or the Federal Savings and Loan Insurance Corporation, and (ii) designated a “Debtor in Possession” account by the relevant bank. The New Accounts are deemed to be Bank Accounts and are similarly subject to the rights, obligations, and relief granted in this Final Order. The Banks are authorized to honor the Debtors’ requests to open or close (as the case may be) such Bank Account(s) or New Account(s). In the event that the Debtors open or close any Bank Accounts(s) or New Account(s), such opening or closing shall be timely indicated on the Debtors’ monthly operating reports and the Debtors shall give prior notice via electronic mail in accordance with the Paragraph above. This period may be shortened by agreement of the aforementioned parties.

13. Debtor ProSomnus Sleep Technologies, Inc. (“**ProSomnus Sleep**”), is authorized to continue to use the commercial card program under the WellsOne Commercial Card Agreement, dated on or around July 7, 2023 and amended on or around December 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Card Agreement**”), between ProSomnus Sleep and Wells Fargo Bank, N.A. (“**Wells Fargo**”) subject to the terms and conditions thereof. Wells Fargo is authorized to make advances from time to time to ProSomnus Sleep with a maximum exposure at any time up to \$75,000.00. All prepetition charges and fees are authorized and required to be paid. The obligations of, and indebtedness owed by ProSomnus Sleep to Wells Fargo in respect of the Card Agreement are secured by Certificate of Deposit account number xxxxxx1953, pursuant to the terms of that certain Security Agreement: Card Obligations, dated as of November 28, 2023, and granted by ProSomnus Sleep for the benefit of Wells Fargo (the “**Card Account Collateral**”). Further, the obligations of, and indebtedness owed by ProSomnus Sleep to Wells Fargo in respect of Irrevocable Standby Letter of Credit No. xxxxxxxx488U are secured by Certificate of Deposit account number xxxxxx0579, pursuant to the terms of that certain

Security Agreement: Business Assets–Letter of Credit Obligations, dated as of March 21, 2023, and granted by ProSomnus Sleep for the benefit of Wells Fargo (the “**L/C Collateral**” and collectively with the Card Account Collateral, the “**Wells Fargo Collateral.**”). Wells Fargo has and shall continue to have valid and perfected, non-avoidable first-priority liens in such Wells Fargo Collateral and any proceeds thereof with respect to all obligations related to the Card Agreement and Letter of Credit obligations. Such liens shall not be primed by any lien granted to any post-petition lender or other person.

14. Except as set forth in Paragraph 13, nothing in the Motion or this Final Order, or the Debtors’ payment of any claims pursuant to this Final Order, shall be deemed or construed as: (i) an admission as to the validity of any claim or lien against the Debtors or their estates, (ii) a waiver of the Debtors’ rights to dispute any claim or lien, (iii) an approval or assumption of any agreement, contract, or lease pursuant to Bankruptcy Code section 365, (iv) an admission of the priority status of any claim, whether under Bankruptcy Code section 503(b)(9) or otherwise, or (v) a modification of the Debtors’ rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid to any third party.

15. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Final Order, shall be deemed an admission as to the validity of the underlying obligation or a waiver of any rights the Debtors may have to dispute such obligation on any ground that applicable law permits.

16. The requirements of Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors.

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

18. Notwithstanding the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate any quarterly fees due under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which Debtor makes the payments.

19. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Final Order.

20. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

**EXHIBIT B**

**(Blackline Comparison)**

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

In re:

PROSOMNUS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-10972 (JTD)

~~(Joint Administration Requested)~~

(Jointly Administered)

Re: Docket Nos. —5 and 43

**FINAL ORDER AUTHORIZING (I) CONTINUED USE OF EXISTING CASH  
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EXISTING DEPOSIT PRACTICES AND RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for entry of a final order (this “**Final Order**”), pursuant to Bankruptcy Code sections 105(a), 363, and 364, Bankruptcy Rules 6003 and 6004, and Local Rule 2015-2, (i) authorizing, but not directing, the Debtors to continue to maintain and use their existing Cash Management System, including maintenance of the Bank Accounts and existing checks and business forms, (ii) granting the Debtors a temporary suspension of certain bank account and related requirements of the U.S. Trustee to the extent that such requirements are inconsistent with the Debtors’ practices under their Cash Management System or other actions described in the Motion or this Final Order, (iii) authorizing, but not directing, the Debtors to continue to maintain and use their existing deposit practices, (iv)

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authorizing the Debtors to pay ordinary course Bank Fees, including prepetition fees, and (v) authorizing and directing all banks with which the Debtors maintain accounts to continue to maintain, service, and administer such accounts and authorize third-party payroll and benefits administrators and providers to prepare and issue checks on behalf of the Debtors; and the Court having reviewed the Motion, the First Day Declaration, and the Interim Order entered on May 9, 2024; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors consent to entry of a final order under Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

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

1. The Motion is GRANTED on a final basis, as set forth herein.
2. All objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized to continue to use their existing Cash Management System, as described in the Motion, and shall maintain detailed records reflecting all transfers of funds under the terms and conditions provided for by the existing agreements with the institutions participating in the Cash Management System, except as provided by this Final

Order. The Debtors shall maintain records with respect to all transactions and transfers, so that all transactions can be readily ascertained, traced, properly recorded, and distinguished between prepetition and postpetition transactions, and shall include a detailed accounting of intercompany transactions between the Debtors in the Debtors' monthly operating reports.

4. The Debtors are authorized to (i) continue to use any and all of the Bank Accounts in existence as of the Petition Date that are set forth on Schedule 1 to the Motion, in the same manner and with the same account numbers, styles, and document forms as are currently employed, (ii) deposit funds in and withdraw funds from the Bank Accounts in the ordinary course by all usual means, including checks, wire transfers, drafts, and electronic fund transfers or other items presented, issued, or drawn on the Bank Accounts, (iii) pay ordinary course Bank Fees in connection with the Bank Accounts, including any fees arising prior to the Petition Date, (iv) perform their obligations under the documents and agreements governing the Bank Accounts, and (v) for all purposes, treat the Bank Accounts as accounts of the Debtors in their capacities as debtors in possession.

5. The Debtors shall have (i) contacted each Bank, (ii) provided the Bank with each of the Debtors' employer identification numbers, and (iii) identified each of the Bank Accounts held as such Bank as being held by a debtor in possession in a bankruptcy case and provided the case number.

6. Pursuant to Local Rule 2015-2(a), the Debtors are authorized to continue to use their existing checks, correspondence, and other business forms without alteration or change and without the designation "Debtor in Possession" or a bankruptcy case number imprinted upon them. Notwithstanding the foregoing, once a Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the



corresponding bankruptcy case number on all checks; *provided that*, with respect to checks that the Debtors or their agents print themselves, the Debtors shall have begun printing the “Debtor in Possession” legend and the bankruptcy case number on such items.

7. The Debtors are authorized to continue to utilize all third-party providers necessary for the administration of their Cash Management System, including the PEO Providers and their bill payment platform, *bill.com*. In addition, the Debtors are authorized, but not directed, to pay all prepetition amounts or postpetition amounts due to such third-party providers.

8. Effective as of the Petition Date, and subject to the terms of this Final Order and any other order of this Court, including any DIP Order, the Banks are authorized ~~and directed~~ to continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prepetition in accordance with the applicable deposit agreements between the Debtors and Banks, without interruption and in the ordinary course (including making deductions for Bank Fees and honoring various provisions, including, without limitation, the termination and fee provisions), and, when requested by the Debtors, to honor any and all checks, drafts, wires, electronic fund transfers, or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising on or after the Petition Date; *provided, however*, that unless otherwise ordered by the Court, no checks, drafts, electronic funds transfers (excluding any electronic funds transfer that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising prior to the Petition Date shall be honored.

9. Each of the Debtors’ Banks is authorized to debit the Bank Accounts in the ordinary course of business, if consistent with past practice, without the need for further order of this Court for (i) all checks drawn on the Bank Accounts which are cashed at such Bank’s

counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks and other items deposited in a Bank Account prior to the Petition Date which have been dishonored or returned for any reason, and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System, including any fees and costs for checks or other items that were dishonored or returned unpaid prior to the Petition Date.

10. ~~9.~~ The Debtors shall implement appropriate mechanisms to ensure that no payments will be made on any debts incurred by the Debtors prior to the Petition Date, other than those authorized by this order of the Court, including any DIP Order. The Banks shall implement reasonable handling procedures designed to effectuate the terms of this Final Order. No Bank that implements such handling procedures and then honors a prepetition check or item drawn on any account that is the subject of this Final Order at the direction of the Debtors to honor such prepetition check or item shall be deemed to be liable to the Debtors or their estates on account of such prepetition check or item being honored postpetition or otherwise in violation of this Final Order.

11. ~~10.~~ The Debtors ~~are authorized~~ and the Banks may, without further Order of this Court, agree to and implement ~~such reasonable~~ changes to the Cash Management System and procedures in the ordinary course of business, consistent with past practice, pursuant to the terms of those certain existing deposit agreements, subject to the terms and conditions of this Final Order.

12. Consistent with this Final Order, ~~to the Cash Management System as~~ the Debtors ~~may deem necessary or appropriate, including, without limitation,~~ are authorized to closing any of the Bank Accounts or opening any New Accounts wherever the Debtors deem that such accounts

are needed or appropriate. Notwithstanding the foregoing, the Debtors shall open such New Account(s) at banks that have executed a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement and any New Account that the Debtors open in the United States shall be (i) at one of the existing Banks or with a bank that is organized under the laws of the United States of America or any state therein, and that is insured by the FDIC or the Federal Savings and Loan Insurance Corporation, and (ii) designated a “Debtor in Possession” account by the relevant bank. The New Accounts are deemed to be Bank Accounts and are similarly subject to the rights, obligations, and relief granted in this Final Order. The Banks are authorized to honor the Debtors’ requests to open or close (as the case may be) such Bank Account(s) or New Account(s). In the event that the Debtors open or close any Bank Accounts(s) or New Account(s), such opening or closing shall be timely indicated on the Debtors’ monthly operating reports and the Debtors shall give ~~fifteen (15) days’~~ prior notice via electronic mail ~~to counsel to the U.S. Trustee, counsel to the Prepetition Agents, counsel to the DIP Lenders, and counsel to any official committee of unsecured creditors appointed in these Chapter 11 Cases before opening or closing~~ in accordance with the ~~accounts~~ Paragraph above. This period may be shortened by agreement of the aforementioned parties.

13. Debtor ProSomnus Sleep Technologies, Inc. (“ProSomnus Sleep”), is authorized to continue to use the commercial card program under the WellsOne Commercial Card Agreement, dated on or around July 7, 2023 and amended on or around December 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Card Agreement”), between ProSomnus Sleep and Wells Fargo Bank, N.A. (“Wells Fargo”) subject to the terms and conditions thereof. Wells Fargo is authorized to make advances from time to

time to ProSomnus Sleep with a maximum exposure at any time up to \$75,000.00. All prepetition charges and fees are authorized and required to be paid. The obligations of, and indebtedness owed by ProSomnus Sleep to Wells Fargo in respect of the Card Agreement are secured by Certificate of Deposit account number xxxxxx1953, pursuant to the terms of that certain Security Agreement: Card Obligations, dated as of November 28, 2023, and granted by ProSomnus Sleep for the benefit of Wells Fargo (the “**Card Account Collateral**”). Further, the obligations of, and indebtedness owed by ProSomnus Sleep to Wells Fargo in respect of Irrevocable Standby Letter of Credit No. xxxxxxxx488U are secured by Certificate of Deposit account number xxxxxx0579, pursuant to the terms of that certain Security Agreement: Business Assets–Letter of Credit Obligations, dated as of March 21, 2023, and granted by ProSomnus Sleep for the benefit of Wells Fargo (the “**L/C Collateral**” and collectively with the Card Account Collateral, the “**Wells Fargo Collateral**”). Wells Fargo has and shall continue to have valid and perfected, non-avoidable first-priority liens in such Wells Fargo Collateral and any proceeds thereof with respect to all obligations related to the Card Agreement and Letter of Credit obligations. Such liens shall not be primed by any lien granted to any post-petition lender or other person.

14. ~~11. Nothing~~ Except as set forth in Paragraph 13, nothing in the Motion or this Final Order, or the Debtors’ payment of any claims pursuant to this Final Order, shall be deemed or construed as: (i) an admission as to the validity of any claim or lien against the Debtors or their estates, (ii) a waiver of the Debtors’ rights to dispute any claim or lien, (iii) an approval or assumption of any agreement, contract, or lease pursuant to Bankruptcy Code section 365, (iv) an admission of the priority status of any claim, whether under Bankruptcy Code section 503(b)(9)

or otherwise, or (v) a modification of the Debtors' rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid to any third party.

15. ~~12.~~ Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Final Order, shall be deemed an admission as to the validity of the underlying obligation or a waiver of any rights the Debtors may have to dispute such obligation on any ground that applicable law permits.

16. ~~13.~~ The requirements of Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors.

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

18. ~~15.~~ Notwithstanding the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate any quarterly fees due under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which Debtor makes the payments.

19. ~~16.~~ The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Final Order.

20. ~~17.~~ This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.