

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

*In re*

**UNITED SITE SERVICES, INC. *et al.***<sup>1</sup>  
Debtors.



Case No. 25-23630 (MBK)  
Chapter 11  
(Jointly Administered)  
Order Filed on December 30, 2025  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

**INTERIM ORDER  
(I) AUTHORIZING THE DEBTORS TO (A) OBTAIN  
POSTPETITION FINANCING AND (B) USE CASH  
COLLATERAL, (II) GRANTING LIENS AND PROVIDING  
SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS,  
(III) GRANTING ADEQUATE PROTECTION TO PREPETITION  
SECURED PARTIES, AND (IV) MODIFYING THE AUTOMATIC STAY**

The relief set forth on the following pages, numbered three (3) through one hundred four (104), is **ORDERED**.

**DATED: December 30, 2025**

  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

<sup>1</sup> The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), with each one’s tax identification number, principal office address and former names and trade names, is available on the website of the Debtors’ noticing agent at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS). The location of the principal place of business of United Site Services, Inc., and the Debtors’ service address for these Chapter 11 Cases is 118 Flanders Road, Suite 1000, Westborough, MA 01581.



252363025123000000000011

**Caption in compliance with D.N.J. LBR 9004-1(b)**

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

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Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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Upon the motion (the “Motion”)<sup>1</sup> of the debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) for entry of this interim order (this “Interim Order”) and a final order (the “Final Order”) pursuant to sections 105, 361, 362, 363, 364, 503, 506 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 the local bankruptcy rules for the District of New Jersey (the “Local Bankruptcy Rules”), seeking, among other things:

- a. authorization for PECF USS Intermediate Holding III Corporation, as the borrower (the “Borrower”), to obtain senior secured postpetition financing on a superpriority basis under a term loan facility (the “DIP Facility” and, together with all obligations under the DIP Facility, the “DIP Obligations”) and for the Debtors (other than the Borrower) (collectively, the “Guarantors” and, collectively with the Borrower, the “Loan Parties”) to guarantee unconditionally the DIP Obligations, all in accordance with the terms and conditions set forth in this Interim Order, the Final Order and the DIP Documents (as defined herein), including that certain (i) Superpriority Secured Debtor in Possession Credit Agreement attached hereto as **Exhibit 4** (as amended, supplemented or otherwise modified from time to time in accordance with its terms and the terms of this Interim Order, the “DIP Credit Agreement”) and, collectively with the schedules and exhibits attached thereto, all other Credit Documents (as defined in the DIP Credit Agreement), (and all agreements, documents, instruments and/or amendments executed and delivered in connection therewith, the “DIP Documents”) among the Loan Parties, the lenders party thereto (the “DIP Lenders”) and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the “DIP Agent” and, collectively with the DIP Lenders, the “DIP Secured Parties”), consisting of term loans in an aggregate principal amount of \$120,000,000 available in two draws of which (A) a principal amount of \$62,500,000 will be available upon satisfaction of the conditions set forth in the DIP Credit Agreement,

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<sup>1</sup> Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion or the DIP Credit Agreement (as defined herein), as applicable.

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including the entry of this Interim Order (the “Interim DIP Loans”), which Interim DIP Loans shall be provided and funded through Barclays Bank plc as fronting lender (the “Fronting Lender”) in accordance with the terms of the DIP Documents,<sup>2</sup> and (B) an additional principal amount equal to the undrawn portion of the DIP Facility will be available in a single draw upon satisfaction of the conditions set forth in the DIP Credit Agreement, including the entry of the Final Order (the “Final DIP Loans” and, together with the Interim DIP Loans, the “DIP Loans” and the commitments in respect thereof, the “DIP Commitments”), which Final DIP Loans shall be provided and funded through the Fronting Lender in accordance with the terms of the DIP Documents;

- b. authorization for the Loan Parties to execute and enter into the DIP Documents, and any and all other documents related to the fronting or syndication of the DIP Loans, and to perform all such other and further acts as may be required in connection therewith;
- c. authorization for the Loan Parties to use the proceeds of the DIP Facility solely in accordance with this Interim Order, the DIP Documents and the Approved Budget (as defined herein) (subject to Permitted Variances (as defined herein));
- d. authorization for the Debtors to use the Prepetition Collateral, including Cash Collateral (as such term is defined in Bankruptcy Code section 363(a)), in accordance with the terms of this Interim Order, the Final Order, the Approved Budget (subject to Permitted Variances) and the DIP Documents, and the provision of, among other things, adequate protection to certain of the Prepetition Secured Parties for any Diminution in Value (as defined herein) of their interests in the Estates’ interests in the Prepetition Collateral, including Cash Collateral;
- e. authorization for the Loan Parties to pay, on a final and irrevocable basis, the principal, interest, fees, expenses and other amounts payable under the DIP Documents as such become earned, due and payable, including, without limitation, the DIP Agent’s fees, undrawn commitments, closing,

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<sup>2</sup> So long as the Fronting Lender is a holder of DIP Loans, the Fronting Lender shall be included in the definition of DIP Lenders.

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collateral monitoring, servicing and other fees, all to the extent provided in, and in accordance with, the DIP Documents;

- f. the granting to the DIP Agent, for the benefit of the DIP Secured Parties, of automatically perfected, valid, enforceable, non-avoidable and fully perfected liens and security interests pursuant to Bankruptcy Code sections 364(c)(2) and 364(c)(3) and priming liens pursuant to Bankruptcy Code section 364(d)(1) on the DIP Collateral (as defined herein) and all proceeds thereof, including, subject to entry of the Final Order granting such relief, Avoidance Proceeds, subject and subordinate only to (i) the Carve Out in all respects, (ii) the Permitted Liens, if any, and (iii) in respect of the ABL Priority Collateral, the prepetition and postpetition liens and security interests in favor of the Prepetition ABL Secured Parties with respect to the Prepetition ABL Facility Obligations (as defined herein), in each case, on the terms and conditions set forth in this Interim Order (including the priorities set forth on Exhibit 2 hereto), the Prepetition Secured Facilities Documents (as defined herein) and the DIP Documents, to secure the DIP Obligations;
- g. the granting of allowed superpriority administrative expense claims pursuant to Bankruptcy Code section 364(c)(1) in each of the Chapter 11 Cases and any Successor Cases (as defined herein) to the DIP Secured Parties, in respect of all the DIP Obligations, with priority over any and all administrative expenses of any kind or nature subject and subordinate only to the Carve Out on the terms and conditions set forth herein and in the DIP Documents;
- h. subject to the entry of the Final Order granting such relief, authorization for the waiver of (x) the Debtors' and each of the Debtors' estates' (the "Estates") ability to surcharge against the DIP Collateral or the Prepetition Collateral (as defined herein) pursuant to Bankruptcy Code section 506(c) with respect to the DIP Secured Parties or the Prepetition Secured Parties, as applicable, (y) the doctrine of "marshaling" and any other similar equitable doctrine with respect to the DIP Collateral and the Prepetition Collateral and (z) the applicability of any "equities of the case" exception under Bankruptcy Code section 552(b) with respect to the Prepetition Collateral;
- i. subject to the Notice Period (as defined herein), authorization for the DIP Secured Parties to exercise remedies under the DIP Documents on the terms

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described herein and therein, upon the occurrence and during the continuation of a DIP Termination Event (as defined herein);

- j. imposition and implementation of the Carve Out (as defined herein);
- k. waiver of any applicable stay of this Interim Order (including under Bankruptcy Code section 362 and Bankruptcy Rule 6004) and immediate effectiveness of this Interim Order; and
- l. the scheduling of a final hearing (the “Final Hearing”) to consider the relief requested in the Motion on a final basis and entry of the Final Order, and approval of the form of notice with respect to the Final Hearing.

The Court having considered the Motion, the exhibits attached thereto, the DIP Declaration and the First Day Declaration, the DIP Documents and the evidence submitted and argument made at the interim hearing (the “Interim Hearing”); and notice of the Motion and Interim Hearing having been provided in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d) and 9014 and all applicable Local Bankruptcy Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim 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 on an interim basis as set forth in this Interim Order is necessary to avoid immediate and irreparable harm to the Debtors and the Estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors and the Estates, and is essential for the continued operation of the Debtors’ business and the preservation of the value of the Estates; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the Debtors’ entry into the

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DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

**BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

- A. Disposition. The relief requested in the Motion is granted on an interim basis in accordance with the terms of this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits. This Interim Order shall become effective immediately upon its entry and any applicable stay (including under Bankruptcy Rule 6004) is waived to permit such effectiveness. The rights of all parties in interest to object to the entry of the Final Order are reserved.
- B. Petition Date. On December 29, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Court") commencing these Chapter 11 Cases.
- C. Debtors in Possession. The Debtors continue to manage and operate their business and properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee or examiner has been appointed in these Chapter 11 Cases.

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D. Jurisdiction and Venue. This Court has jurisdiction over these Chapter 11 Cases, the

Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334.

The Court's consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C.

§ 157(b)(2). Venue for these Chapter 11 Cases and proceedings on the Motion is proper

pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order on the Motion

consistent with Article III of the United States Constitution.

E. Committee. As of the date hereof, the United States Trustee for the District of New Jersey

(the "U.S. Trustee") has not yet appointed an official committee of unsecured creditors

pursuant to Bankruptcy Code section 1102 (any such committee, the "Creditors'

Committee").

F. Notice. Upon the record presented to this Court at the Interim Hearing, and under the

exigent circumstances set forth therein, notice of the Motion and the relief requested

thereby and granted in this Interim Order has been provided in accordance with Bankruptcy

Rules 4001(b) and 4001(c)(1) and Local Bankruptcy Rule 9013-5(c), which notice was

appropriate under the circumstances and sufficient for the Motion. No other or further

notice of the Motion or entry of this Interim Order is required. The relief granted herein is

necessary to avoid immediate and irreparable harm to the Debtors and the Estates pending

the Final Hearing, and it is a proper exercise of the Debtors' business judgment to incur

the DIP Facility to support, among other things, the orderly continuation of the operation

of the Debtors' business, to maintain business relationships with vendors, suppliers and



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customers, to make capital expenditures, to pay adequate protection and to satisfy other working capital and operational needs.

G. Debtors' Stipulations. Without prejudice to the rights of any party in interest (but subject in all respects to the limitations set forth in paragraph 26 herein), and after consultation with their attorneys and financial advisors, the Debtors admit, stipulate, acknowledge and agree that:

(a) Prepetition ABL Facility.

(i) Pursuant to that certain Revolving Credit Agreement, dated as of December 17, 2021, by and among Bank of America, N.A., as Administrative Agent and Collateral Agent (each as defined in the Prepetition ABL Facility Credit Agreement (as defined below)) (respectively, in such capacities, the "Prepetition ABL Agent"), the issuing banks party thereto (the "Prepetition ABL Issuing Banks"), the lenders party thereto (the "Prepetition ABL Lenders") and, collectively with the Prepetition ABL Agent and the Prepetition ABL Issuing Banks, the "Prepetition ABL Secured Parties"), PECF USS Intermediate Holding II Corporation, as holdings (in such capacity, "Prepetition ABL Holdings"), PECF USS Intermediate Holding III Corporation, as intermediate holdings (in such capacity, "Prepetition ABL Intermediate Holdings"), USS Ultimate Holdings, Inc., as the lead borrower and certain of the other Debtors as borrowers thereunder (in such capacity, the "Prepetition ABL Borrowers") and certain other Debtors as guarantors thereunder (in such capacity and together with Prepetition ABL Holdings and Prepetition ABL Intermediate Holdings, the "Prepetition ABL Guarantors" and, collectively with

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the Prepetition ABL Borrowers, the “Prepetition ABL Obligors”) (as amended by that certain Amendment No. 1, dated as of May 25, 2023, as amended by that certain Amendment No. 2, dated as of July 12, 2023, as amended by that certain Amendment No. 3, dated as of August 22, 2024, and as further amended, restated, supplemented or otherwise modified from time to time, the “Prepetition ABL Facility Credit Agreement” and, together with the Prepetition ABL/Fixed Asset Intercreditor Agreement (as defined herein), and the security agreements, pledge agreements and other security documents executed by any of the Prepetition ABL Obligors in favor of the Prepetition ABL Secured Parties, the other Credit Documents (as defined in the Prepetition ABL Facility Credit Agreement), the “Prepetition ABL Facility Documents”), the Prepetition ABL Lenders provided the Prepetition ABL Obligors with an asset based revolving credit facility in the aggregate principal amount of \$220,000,000 in respect of the Revolving Commitments (as defined in the Prepetition ABL Facility Credit Agreement) thereunder, which includes sublimits for Letters of Credit (as defined in the Prepetition ABL Facility Credit Agreement) in an aggregate amount not to exceed \$75,000,000 and Swingline Loans (as defined in the Prepetition ABL Facility Credit Agreement) in an aggregate amount not to exceed \$20,000,000 (collectively, the “Prepetition ABL Facility” and, the loans thereunder, the “Prepetition ABL Revolving Loans”). Each of the Prepetition ABL Facility Documents is valid, binding and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition ABL Obligors were justly and lawfully indebted and liable to the Prepetition ABL Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in the aggregate principal amount

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of not less than \$153,207,900 in respect of Prepetition ABL Revolving Loans made and approximately \$4,092,100 in respect of issued and undrawn letters of credit, pursuant to and in accordance with the terms of the Prepetition ABL Facility Documents, plus accrued and unpaid interest, fees, expenses (including attorneys', accountants', appraisers' and financial advisors' fees, to the extent chargeable or reimbursable under the Prepetition ABL Facility Documents), charges, indemnities and other Obligations (as defined in the Prepetition ABL Facility Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), all of which constitute the "Prepetition ABL Facility Obligations," and have been guaranteed on a joint and several basis by the Prepetition ABL Guarantors.

(iii) The Prepetition ABL Facility Obligations constitute legal, valid and binding, and non-avoidable obligations of the Prepetition ABL Obligors, enforceable in accordance with the terms of the Prepetition ABL Facility Documents; and no portion of the Prepetition ABL Facility Obligations, or any payments made to the Prepetition ABL Secured Parties or applied to or paid on account of the Prepetition ABL Facility Obligations prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, offset, subordination (whether equitable, contractual or otherwise), recharacterization, avoidance or other claim (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

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(iv) The liens and security interests granted to the Prepetition ABL

Agent, on behalf of and for the benefit of the Prepetition ABL Secured Parties with respect to the Prepetition ABL Facility Obligations (the “Prepetition ABL Liens”) pursuant to and in connection with the Prepetition ABL Facility Documents are (i) valid, binding, properly perfected, enforceable first-priority liens and security interests (subject to any liens permitted under the Prepetition ABL Facility Documents) in and continuing on the ABL Priority Collateral<sup>3</sup> and (ii) valid, binding, properly perfected, non-avoidable, enforceable liens and security interests in and continuing on the Fixed Asset Priority Collateral<sup>4</sup> (the ABL Priority Collateral and the Fixed Asset Priority Collateral, collectively, the “Prepetition Collateral”), in each case subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1**, and (iii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

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<sup>3</sup> “ABL Priority Collateral” shall mean the “ABL Collateral” (as defined in the Prepetition ABL/Fixed Asset Intercreditor Agreement), and all other assets or property of the Loan Parties of the type that constitute ABL Collateral (subject to any qualifications or exceptions as set forth in the Prepetition ABL/Fixed Asset Intercreditor Agreement), whether or not a lien thereon in favor of the ABL Secured Parties has been perfected.

<sup>4</sup> “Fixed Asset Priority Collateral” shall mean the “Fixed Asset Collateral” (as defined in the Prepetition ABL/Fixed Asset Intercreditor Agreement), and all other assets or property of the Loan Parties of the type that constitute Fixed Asset Collateral (subject to any qualifications or exceptions as set forth in the Prepetition ABL/Fixed Asset Intercreditor Agreement), whether or not a lien thereon in favor of the Prepetition Secured Parties has been perfected.

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(b) *Prepetition 2024 First Lien Facilities.*

(i) Pursuant to that certain Credit Agreement, dated as of August 22, 2024, by and among Vortex Opco, LLC, as the borrower (the “Prepetition First-Out/Second-Out Borrower”), PECF USS Intermediate Holding II Corporation, PECF USS Intermediate Holding III Corporation, Vortex Holdco, LLC (collectively with the Prepetition First-Out/Second-Out Borrower and the Group Guarantors (as defined therein), the “Prepetition First-Out/Second-Out Obligors”), Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the “Prepetition First-Out/Second-Out Agent”), and the lenders party thereto (the “Prepetition First-Out/Second-Out Lenders” and, together with the Prepetition First-Out/Second-Out Agent, the “Prepetition First-Out/Second-Out Secured Parties”) (as amended by that certain First Incremental Amendment to the Credit Agreement, dated as of September 3, 2024, as amended by that certain Second Incremental Amendment to the Credit Agreement, dated as of September 10, 2024, as amended by that certain Third Incremental Amendment to the Credit Agreement, dated as of September 27, 2024, as amended by that certain Amendment No. 4 to the Credit Agreement, dated as of December 18, 2024, as amended, restated, supplemented or otherwise modified from time to time, the “Prepetition First-Out/Second-Out Credit Agreement” and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement, the Prepetition First Lien Intercreditor Agreement, the Prepetition Intercreditor and Subordination Agreement, and section 11.12 of the Prepetition First-Out/Second-Out Credit Agreement and the security agreements, pledge agreements and other security documents executed by any of the Prepetition First-Out/Second-Out

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Obligors in favor of the Prepetition First-Out/Second-Out Secured Parties and the other Credit Documents (as defined in the Prepetition First-Out/Second-Out Credit Agreement, the “Prepetition First-Out/Second-Out Documents”), the Prepetition First-Out/Second-Out Lenders provided the Prepetition First-Out/Second-Out Borrower with a first-lien credit facility in the aggregate principal amount of \$2,331,399,180, comprising (x) revolving loans in an aggregate principal amount of \$100,000,000 (the “First-Out Revolving Loans”), (y) (A) first-out new-money term loans in the aggregate principal amount of \$315,789,474 (the “First-Out New Money Term Loans”) and (B) first-out purchased term loans in the aggregate principal amount of \$120,378,692 (the “First-Out Purchased Term Loans” and, together with the First-Out New Money Term Loans, the “First-Out Term Loans”), and (z) second-out term loans in the aggregate principal amount of \$1,795,231,014 (the “Second-Out Term Loans” and, collectively with the First-Out Revolving Loans and the First-Out Term Loans, the “Prepetition First-Out/Second-Out Loans”). Each of the Prepetition First-Out/Second-Out Documents is valid, binding and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition First-Out/Second-Out Obligors were justly and lawfully indebted and liable to the Prepetition First-Out/Second-Out Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in respect of, and in each case including all accrued and unpaid interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees, in each case, that are chargeable or reimbursable under the Prepetition First-Out/Second-Out Documents), charges,

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indemnities, premiums and other Obligations (as defined in the Prepetition First-Out/Second-Out Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition First-Out/Second-Out Documents: (x) the First-Out Revolving Loans in the aggregate principal amount of no less than \$100,000,000 (the “First-Out Revolving Loans Obligations”); (y) the First-Out Term Loans in the aggregate principal amount of no less than \$436,168,166 (the “First-Out Term Loans Obligations”); and (z) the Second-Out Term Loans in the aggregate principal amount of no less than \$1,773,313,684 (the “Second-Out Obligations” and, collectively with the First-Out Revolving Loans Obligations and the First-Out Term Loans Obligations, the “Prepetition First-Out/Second-Out Obligations”).

(iii) The Prepetition First-Out/Second-Out Obligations constitute legal, valid and binding, and non-avoidable obligations of the Prepetition First-Out/Second-Out Obligors, enforceable in accordance with the terms of the Prepetition First-Out/Second-Out Documents; and no portion of the Prepetition First-Out/Second-Out Obligations, or any payments made to the Prepetition First-Out/Second-Out Secured Parties or applied to or paid on account of the Prepetition First-Out/Second-Out Obligations prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, offset, subordination (whether equitable, contractual or otherwise), recharacterization, avoidance or other claim (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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(iv) The liens and security interests granted to and for the benefit of the Prepetition First-Out/Second-Out Secured Parties (the “Prepetition First-Out/Second-Out Liens”) pursuant to and in connection with the Prepetition First-Out/Second-Out Documents are (i) valid, binding, properly perfected, non-avoidable and enforceable liens and security interests and continuing on the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1** and (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(v) Pursuant to that certain Indenture for the Floating Rate Senior Secured Notes due 2030 (the “Prepetition First-Out Notes”), dated as of September 3, 2024, among Vortex Opco, LLC, as the issuer (the “Prepetition First-Out Notes Issuer”), the Guarantors (as defined therein) party thereto (collectively with the Prepetition First-Out Notes Issuer, the “Prepetition First-Out Notes Obligors”) and Wilmington Trust, National Association, as trustee and collateral agent (in such capacities, the “Prepetition First-Out Notes Agent”), for the benefit of the holders of the Prepetition First-Out Notes (the “Prepetition First-Out Noteholders” and, together with the Prepetition First-Out Notes Agent, the “Prepetition First-Out Notes Secured Parties”) (as amended, restated, supplemented or otherwise modified from time to time, the “Prepetition First-Out Notes Indenture” and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement, the Prepetition First Lien Intercreditor Agreement, the Prepetition



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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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Intercreditor and Subordination Agreement, and section 11.12 of the Prepetition First-Out/Second-Out Credit Agreement and the security agreements, pledge agreements and other security documents executed by any of the Prepetition First-Out Notes Obligors in favor of the Prepetition First-Out Notes Secured Parties and the other Note Documents (as defined in the Prepetition First-Out Notes Indenture), the “Prepetition First-Out Notes Documents”), the Prepetition First-Out Notes Issuer issued the Prepetition First-Out Notes in the aggregate principal amount of \$10,421,708.

(vi) As of the Petition Date, the Prepetition First-Out Notes Obligors were justly and lawfully indebted and liable to the Prepetition First-Out Notes Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in respect of the Prepetition First-Out Notes in the aggregate principal amount of no less than \$10,421,708, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees, in each case, that are chargeable or reimbursable under the Prepetition First-Out Notes Documents), charges, indemnities, premiums and other Obligations (as defined in the Prepetition First-Out Notes Indenture) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition First-Out Notes Documents (collectively, the “Prepetition First-Out Notes Obligations”).

(vii) The liens and security interests granted to and for the benefit of Prepetition First-Out Notes Secured Parties (the “Prepetition First-Out Notes Liens”) pursuant to and in connection with the Prepetition First-Out Notes Documents are (i) valid, binding, properly

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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perfected, non-avoidable and enforceable liens and security interests in and continuing on the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1** and (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(viii) Pursuant to that certain Indenture for the 8.000% Senior Secured Notes due 2030 (the “Prepetition Third-Out Notes” and, collectively with the Prepetition First-Out/Second-Out Loans and the Prepetition First-Out Notes, the “Prepetition 2024 First Lien Facilities”), dated as of August 22, 2024, among Vortex Opco, LLC, as the issuer (the “Prepetition Third-Out Notes Issuer”), the Guarantors (as defined therein) party thereto (collectively with the Prepetition Third-Out Notes Issuer, the “Prepetition Third-Out Notes Obligors”) and Wilmington Trust, National Association, as trustee and collateral agent (in such capacities, the “Prepetition Third-Out Notes Agent”), for the benefit of the holders of the Prepetition Third-Out Notes (the “Prepetition Third-Out Noteholders” and, together with the Prepetition Third-Out Notes Agent, the “Prepetition Third-Out Notes Secured Parties”) (as amended, restated, supplemented or otherwise modified from time to time, the “Prepetition Third-Out Notes Indenture” and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement, the Prepetition First Lien Intercreditor Agreement, and the Prepetition Intercreditor and Subordination Agreement and the security agreements, pledge agreements and other security documents executed by any of the

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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Prepetition Third-Out Notes Obligors in favor of the Prepetition Third-Out Notes Secured Parties and the other Note Documents (as defined in the Prepetition Third-Out Notes Indenture), the “Prepetition Third-Out Notes Documents”), the Prepetition Third-Out Notes Issuer issued the Prepetition Third-Out Notes in the aggregate principal amount of \$193,828,459.

(ix) As of the Petition Date, the Prepetition Third-Out Notes Obligors were justly and lawfully indebted and liable to the Prepetition Third-Out Notes Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in respect of the Prepetition Third-Out Notes in the aggregate principal amount of no less than \$193,828,459, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees, in each case, that are chargeable or reimbursable under the Prepetition Third-Out Notes Documents), charges, indemnities, premiums and other Obligations (as defined in the Prepetition Third-Out Notes Indenture) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition Third-Out Notes Documents (collectively, the “Prepetition Third-Out Notes Obligations”).

(x) The liens and security interests granted to and for the benefit of the Prepetition Third-Out Notes Secured Parties (the “Prepetition Third-Out Notes Liens” and, collectively with the Prepetition First-Out/Second-Out Liens and the Prepetition First-Out Notes Liens, the “Prepetition 2024 First Lien Facilities Liens”) pursuant to and in connection with the Prepetition Third-Out Notes Documents are (i) valid, binding, properly perfected, non-avoidable and enforceable liens and security interests in and continuing on the Prepetition Collateral, subject

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1** and (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(c) *Prepetition Amended Term Loan Facility.*

(i) Pursuant to that certain Credit Agreement, dated as of December 17, 2021, by and among PECF USS Intermediate Holding III Corporation, as the borrower (the “Prepetition Amended Term Loan Borrower”), PECF USS Intermediate Holding II Corporation (PECF USS Intermediate Holding II Corporation, collectively with the Prepetition Amended Term Loan Borrower and Subsidiary Guarantors (as defined therein), the “Prepetition Amended Term Loan Obligors”), UMB Bank, N.A., as administrative agent and collateral agent, as successor agent to Wilmington Savings Fund Society, FSB (in such capacities, the “Prepetition Amended Term Loan Agent”), and the lenders from time to time party thereto (the “Prepetition Amended Term Loan Lenders” and, together with the Prepetition Amended Term Loan Agent, the “Prepetition Amended Term Loan Secured Parties”) (as amended by that certain Amendment No. 1, dated as of June 23, 2023, that certain Amendment No. 2, dated as of June 28, 2023 and that certain Amendment No. 3, dated as of August 22, 2024, as amended, restated, supplemented or otherwise modified from time to time, the “Prepetition Amended Term Loan Credit Agreement” and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement (as defined herein)

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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and the Prepetition First Lien Intercreditor Agreement (as defined herein) and the security agreements, pledge agreements and other security documents executed by any of the Prepetition Amended Term Loan Obligors in favor of the Prepetition Amended Term Loan Secured Parties and the other Credit Documents (as defined in the Prepetition Amended Term Loan Credit Agreement), the “Prepetition Amended Term Loan Credit Facility Documents”), the Prepetition Amended Term Loan Lenders provided the Prepetition Amended Term Loan Borrower with a term loan facility in the aggregate principal amount of \$2,000,000,000.00 (the “Prepetition Amended Term Loan Facility” and, the loans thereunder, the “Prepetition Amended Term Loans”). Each of the Prepetition Amended Term Loan Credit Facility Documents is valid, binding and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition Amended Term Loan Obligors were justly and lawfully indebted and liable to the Prepetition Amended Term Loan Secured Parties, without defense, challenge, objection, claim, counterclaim or offset of any kind, in respect of the Prepetition Amended Term Loans in the aggregate principal amount of no less than \$46,225,666, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees, in each case, that are chargeable or reimbursable under the Prepetition Amended Term Loan Credit Facility Documents), charges, indemnities, premiums and other Obligations (as defined in the Prepetition Amended Term Loan Credit Agreement) incurred in connection therewith (whether arising before, on or after the

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Debtors: United Site Services, Inc. *et al.*

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Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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Petition Date), as provided in the Prepetition Amended Term Loan Credit Facility Documents (collectively, the “Prepetition Amended Term Loan Obligations”).

(iii) The liens and security interests granted to and for the benefit of the Prepetition Amended Term Loan Secured Parties (the “Prepetition Amended Term Loan Liens”) pursuant to and in connection with the Prepetition Amended Term Loan Credit Facility Documents are (i) valid, binding, properly perfected, non-avoidable and enforceable liens and security interests in and continuing on the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on Exhibit 1 and (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(d) *Prepetition Intercompany Loan.*

(i) Pursuant to that certain Credit Agreement, dated as of August 22, 2024, by and among PECF USS Intermediate Holding III Corporation, as the borrower (the “Prepetition Intercompany Borrower”), PECF USS Intermediate Holding II Corporation, as holdings (collectively with the Prepetition Intercompany Borrower and the Group Guarantors (as defined therein), the “Prepetition Intercompany Obligors”), Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the “Prepetition Intercompany Credit Agreement Agent” and, collectively with the Prepetition ABL Agent, the Prepetition First-Out/Second-Out Agent, the Prepetition First-Out Notes Agent, the Prepetition

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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Third-Out Notes Agent and the Prepetition Amended Term Loan Agent, the “Prepetition Secured Agents”), and the lenders party thereto (the “Prepetition Intercompany Credit Agreement Lenders”) and, together with the Prepetition Intercompany Credit Agreement Agent, the “Prepetition Intercompany Secured Parties” and, collectively with the Prepetition ABL Secured Parties, the Prepetition First-Out/Second-Out Secured Parties, the Prepetition First-Out Notes Secured Parties, the Prepetition Third-Out Notes Secured Parties and the Prepetition Amended Term Loan Secured Parties, the “Prepetition Secured Parties”) (as amended, restated, supplemented or otherwise modified from time to time, the “Prepetition Intercompany Credit Agreement” and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement and the Prepetition First Lien Intercreditor Agreement and the security agreements, pledge agreements and other security documents executed by any of the Prepetition Intercompany Obligors in favor of the Prepetition Intercompany Secured Parties and the other Credit Documents (as defined in the Prepetition Intercompany Credit Agreement), the “Prepetition Intercompany Credit Agreement Documents” and, together with the Prepetition ABL Facility Documents, the Prepetition First-Out/Second-Out Documents, the Prepetition First-Out Notes Documents, the Prepetition Third-Out Notes Documents and the Prepetition Amended Term Loan Credit Facility Documents, the “Prepetition Secured Facilities Documents”), the Prepetition Intercompany Credit Agreement Lenders provided the Prepetition Intercompany Borrower with a term loan facility in the aggregate principal amount of \$2,435,649,347 (the “Prepetition Intercompany Facility” and, the loans thereunder, the “Prepetition Intercompany Credit Agreement Loans”). Each of the Prepetition

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Debtors: United Site Services, Inc. *et al.*

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Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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Intercompany Credit Agreement Documents is valid, binding and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition Intercompany Obligors were justly and lawfully indebted and liable to the Prepetition Intercompany Secured Parties in, without defense, challenge, objection, claim, counterclaim or offset of any kind, in respect of the Prepetition Intercompany Credit Agreement Loans in the aggregate principal amount of no less than \$2,513,723,017, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition Intercompany Credit Agreement Documents), charges, indemnities, premiums and other Obligations (as defined in the Prepetition Intercompany Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition Intercompany Credit Agreement Documents (collectively, the "Prepetition Intercompany Credit Agreement Obligations") and, collectively with the Prepetition ABL Facility Obligations, the Prepetition First-Out/Second-Out Obligations, the Prepetition First-Out Notes Obligations, the Prepetition Third-Out Notes Obligations and the Prepetition Amended Term Loan Obligations, the "Prepetition Secured Obligations").

(iii) The Prepetition Intercompany Credit Agreement Obligations constitute legal, valid and binding, and non-avoidable obligations of the Prepetition Intercompany Obligors, enforceable in accordance with the terms of the Prepetition Intercompany Credit Agreement Documents; and no portion of the Prepetition Intercompany Credit Agreement



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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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Obligations, or any payments made to the Prepetition Intercompany Secured Parties or applied to or paid on account of the Prepetition Intercompany Credit Agreement Obligations prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, offset, subordination (whether equitable, contractual or otherwise), recharacterization, avoidance or other claim (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

(iv) The liens and security interests granted to and for the benefit of the Prepetition Intercompany Secured Parties (the “Prepetition Intercompany Liens” and, collectively with the Prepetition ABL Liens, the Prepetition 2024 First Lien Facilities Liens and the Prepetition Amended Term Loan Liens, the “Prepetition Liens”) pursuant to and in connection with the Prepetition Intercompany Credit Agreement Documents are (i) valid, binding, properly perfected, non-avoidable and enforceable liens and security interests in and continuing on the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on Exhibit 1 and (ii) not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, disgorgement, rejection, reduction, disallowance, impairment, offset, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(e) *Validity, Perfection and Priority of Prepetition Liens and Prepetition Obligations.* As of the Petition Date, (i) the Prepetition Liens on the Prepetition Collateral were

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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and continue to be valid, binding, enforceable, non-avoidable and properly perfected, and were granted to, or for the benefit of, the applicable Prepetition Secured Parties for fair consideration and reasonably equivalent value; (ii) subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on Exhibit 1, the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, other than any lien on the assets of the Debtors senior by operation of law or otherwise permitted to be senior by the Prepetition Secured Facilities Documents and solely to the extent such liens were valid, enforceable, non-avoidable and perfected liens in existence on the Petition Date, including valid liens in existence on the Petition Date that are perfected after the Petition Date as permitted by Bankruptcy Code section 546(b) (such liens, the “Permitted Liens”);<sup>5</sup> (iii) the Prepetition Secured Obligations constitute legal, valid, binding and non-avoidable obligations of the applicable Debtors enforceable in accordance with the terms of the applicable Prepetition Secured Facilities Documents; (iv) no offsets, recoupments, challenges, objections, reductions, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations is subject to any contest, attack, challenge or defense, including avoidance, disallowance, disgorgement, recharacterization or subordination (whether equitable, contractual or otherwise) or other claim (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code) pursuant to the Bankruptcy Code

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<sup>5</sup> For the avoidance of doubt, the Prepetition Amended Term Loan Liens are, pursuant to recital G(e)(iii) and the Prepetition Intercreditor Agreements, subject to the relative priorities set forth on Exhibit 1, and are not “Permitted Liens,” subject in all cases to the rights and limitations set forth in Paragraph 26.

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or applicable non-bankruptcy law; (v) the Debtors and the Estates have no claims, objections, challenges, causes of action and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Secured Facilities Documents; and (vi) the Debtors waive, discharge and release any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder and the validity, extent and priority of the Prepetition Liens securing the Prepetition Secured Obligations.

(f) *Prepetition Intercreditor Agreements.* Pursuant to Bankruptcy Code section 510, any applicable intercreditor or subordination provisions contained in any of, or entered into as permitted by and in accordance with, the Prepetition Secured Facilities Documents, including (i) that certain Amended and Restated ABL Intercreditor Agreement, dated as of August 22, 2024, by and among the Prepetition ABL Agent, the Prepetition First-Out/Second-Out Agent, the Prepetition Amended Term Loan Agent, the Prepetition Intercompany Credit Agreement Agent and the Prepetition Third-Out Notes Agent (the "Prepetition ABL/Fixed Asset Intercreditor Agreement"), (ii) that certain Amended and Restated First Lien Intercreditor Agreement, dated as of August 22, 2024, by and among the Prepetition Amended Term Loan Agent, the Prepetition First-Out/Second-Out Agent, the Prepetition Intercompany Credit Agreement Agent and the Prepetition Third-Out Notes Agent (the "Prepetition First Lien Intercreditor Agreement"), (iii) that

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Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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certain Intercreditor and Subordination Agreement, dated as of August 22, 2024, between the Prepetition First-Out/Second-Out Agent, any Additional Priority-Out Debt Agent (as defined therein) (if any), the Prepetition Third-Out Notes Agent, Vortex Opco, LLC, and the other Grantors (as defined therein) party thereto (the “Prepetition Intercreditor and Subordination Agreement”), and (iv) section 11.12 of the Prepetition First-Out/Second-Out Credit Agreement (the “Intercreditor Provisions” and, collectively with the Prepetition ABL/Fixed Asset Intercreditor Agreement, the Prepetition First Lien Intercreditor Agreement, and the Prepetition Intercreditor and Subordination Agreement, each as amended, supplemented or otherwise modified prior to the date hereof, the “Prepetition Intercreditor Agreements”) shall (x) remain in full force and effect and (y) not be deemed to be amended, altered or modified by the terms of this Interim Order or the DIP Documents, in each case, unless expressly set forth herein or therein.

(g) *Cash Collateral.* All cash, securities, deposit accounts, and other cash equivalents in which the Estates have an interest as of the Petition Date, including all cash proceeds of the Prepetition Collateral (including cash on deposit in any account with any depository institution (collectively, the “Depository Institutions”), securities or other property, whether subject to control agreements or otherwise, in each case that constitutes Prepetition Collateral) and all cash securities or other property (and the proceeds therefrom) and other amounts on deposit or maintained by such parties at the Depository Institutions, in each case, that were subject to rights of setoff or valid, perfected, enforceable and non-avoidable liens under the applicable Prepetition Secured Facilities Documents and applicable law for the benefit of the applicable Prepetition

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Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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Secured Parties, respectively, is “cash collateral” of the Prepetition Secured Parties within the meaning of Bankruptcy Code section 363(a) (“Cash Collateral”).

I. *Findings Regarding the DIP Facility and Cash Collateral.*

(a) Good and sufficient cause has been shown for the entry of this Interim Order and for authorizing the Debtors to obtain financing pursuant to the DIP Facility and to use Cash Collateral and to authorize the provision of adequate protection as a proper exercise of the Debtors’ business judgment and to avoid immediate and irreparable loss or damage to the Debtors and the Estates.

(b) The Court finds that (i) it is a proper exercise of the Debtors’ business judgment to incur the DIP Obligations in order to, among other things, (a) support the orderly continuation of the operation of their business, (b) maintain business relationships with vendors, suppliers, customers and other parties, (c) make capital expenditures, investments and pay ongoing costs of operations in accordance with the Approved Budget, (d) make adequate protection payments and (e) pay the costs of administration of the Chapter 11 Cases and satisfy other working capital and general corporate purposes of the Debtors; and (ii) the interim relief requested in the Motion is necessary to avoid the immediate and irreparable harm that would ensue should the Debtors not obtain the DIP Facility. The Debtors will not have sufficient sources of working capital and financing to operate their business or maintain their assets in the ordinary course of business prior to the Final Hearing without the Interim DIP Loans and authorized use of Cash Collateral.

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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(c) As set forth in the DIP Declaration and the First Day Declaration, the Debtors are unable to obtain financing or other financial accommodations on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtors are also unable to obtain unsecured or secured credit allowable under Bankruptcy Code sections 364(c)(1), 364(c)(2) and 364(c)(3) without granting to the DIP Secured Parties, in each case subject to the Carve Out and the Permitted Liens, the DIP Liens and the DIP Superpriority Claims and incurring the Adequate Protection Obligations, in each case, under the terms and conditions set forth in this Interim Order and in the DIP Documents.

(d) Based on the Motion, the DIP Declaration and the First Day Declaration, and the record presented to the Court at the Interim Hearing, the terms of the DIP Facility and the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral) pursuant to this Interim Order and the DIP Documents are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment and provide the Debtors reasonably equivalent value and fair consideration.

(e) The Prepetition Secured Parties have consented or are deemed to have consented to the Debtors' use of Cash Collateral and the other Prepetition Collateral (solely in accordance with the terms of this Interim Order, the Approved Budget and the DIP Documents), and the Loan Parties' entry into the DIP Documents in accordance with and subject to the terms and conditions set forth in this Interim Order, the Approved Budget and the DIP Documents.

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Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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(f) The DIP Facility and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's-length among the Debtors, the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties, and all of the Loan Parties' obligations and indebtedness arising under, in respect of or in connection with the DIP Facility and the DIP Documents, including: (i) all DIP Loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and (ii) any DIP Obligations shall be deemed to have been extended by the DIP Agent and the DIP Lenders in good faith, as that term is used in Bankruptcy Code section 364(e) and in express reliance upon the protections offered by Bankruptcy Code section 364(e), and the DIP Agent and the DIP Lenders (and their respective successors and assigns) shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Interim Order or any provision hereof is reversed or modified on appeal.

(g) The Prepetition Secured Parties have acted in good faith regarding the DIP Facility and the Debtors' use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the Estates and continued operation of their business (including the incurrence and payment of the Adequate Protection Obligations and the granting of Adequate Protection Liens), in accordance with the terms hereof, and the Prepetition Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of Bankruptcy Code section 363(m) in the event that this Interim Order or any provision hereof is vacated, reversed or modified on appeal or otherwise.

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(h) Subject to the Carve Out, the Prepetition Secured Parties are entitled to the adequate protection as and to the extent set forth herein pursuant to Bankruptcy Code sections 105, 361, 362, 363 and 364. Based on the Motion, the DIP Declaration and on the record presented to the Court, the terms of the proposed adequate protection arrangements for the use of the Prepetition Collateral and Diminution in Value, if any, are fair and reasonable, and reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral; *provided* that nothing in this Interim Order or the other DIP Documents shall (w) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral, other than on the terms set forth in this Interim Order and in the context of the DIP Facility authorized by this Interim Order, (x) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior, junior or *pari passu*), (y) prejudice, limit or otherwise impair the rights of any of the Prepetition Secured Parties, subject to any applicable provisions of the Prepetition Intercreditor Agreements, to seek new, different or additional adequate protection or assert the interests of any of the Prepetition Secured Parties or (z) in the event of any such request for new, different or additional relief per clause (y) of this subparagraph, all parties' rights (including the Debtors') to oppose such relief are fully reserved.

(i) Holders constituting required lenders under the applicable Prepetition Secured Facilities Documents have consented to, or are deemed to consent to, conditioned upon the entry of this Interim Order, the Debtors' incurrence of the DIP Obligations and proposed use



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of the Prepetition Collateral (including Cash Collateral) on the terms and conditions set forth in this Interim Order, including the terms of the adequate protection provided for in this Interim Order.

(j) Good cause has been shown for entry of this Interim Order, and entry of this Interim Order is in the best interests of the Estates and the Debtors' creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful restructuring. Absent granting the relief sought by this Interim Order, the Estates will be immediately and irreparably harmed.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted on an interim basis as set forth herein. The DIP Facility is approved on an interim basis. The use of Cash Collateral on an interim basis is authorized, subject to the terms of this Interim Order.

2. Objections Overruled. Any objections, reservations of rights or other statements with respect to entry of this Interim Order, and the relief requested in the Motion, to the extent not withdrawn or resolved, are overruled on the merits. This Interim Order shall become effective immediately upon its entry. The rights of all parties in interest to object to the entry of the Final Order are reserved.

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3. Authorization of the DIP Facility and the DIP Documents.

(a) The Loan Parties are hereby authorized to execute, enter into and perform all obligations under the DIP Documents. The Borrower is hereby authorized pursuant to this Interim Order to forthwith borrow the Interim DIP Loans pursuant to the DIP Documents, and the Guarantors are hereby authorized to guarantee payment in respect of the Borrower's obligations with respect to such borrowings as described herein, subject to the conditions and limitations set forth in this Interim Order or under the DIP Documents, which shall be used for all purposes as outlined herein and under the DIP Documents and in accordance with the Approved Budget (subject to the Permitted Variances), including, as applicable, to provide working capital for the Debtors and to pay interest, fees and expenses and provide adequate protection and make other payments in accordance with this Interim Order and the other DIP Documents.

(b) The DIP Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, the Estates and any successors thereto, including 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 Interim 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 Agent or any of the other DIP Secured Parties, in each case, under, or secured by, the DIP Documents or this Interim Order,

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including all principal, accrued interest, costs, fees, expenses and other amounts owing under the DIP Documents. The DIP Obligations shall be due and payable, without notice or demand, on the Maturity Date (as defined in the DIP Credit Agreement). Except as expressly set forth in this Interim Order, including paragraph 26 and the Carve Out, no obligation, payment, transfer or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens, and including in connection with any adequate protection provided to the Prepetition Secured Parties hereunder) shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable law (including under Bankruptcy Code sections 502(d), 544, 545, 547, 548, 549 and 550, or under any applicable Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or any similar non-bankruptcy law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise, other than 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.

(c) The Debtors are expressly and immediately authorized and empowered to execute and deliver the DIP Documents, and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Interim Order, the Approved Budget and the DIP 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 described in and provided for by this Interim Order and the DIP

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Documents. The Debtors are hereby authorized to pay, in accordance with this Interim Order, the principal, interest, fees, payments, expenses and other amounts described in the DIP Documents as such amounts become due and payable and without need to obtain further Court approval, whether or not such fees arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, all to the extent provided in this Interim Order or the DIP Documents. Upon execution and delivery, the DIP Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and the Estates in accordance with their terms.

(d) In furtherance of the foregoing and without further approval of this Court, each Loan Party is authorized to perform all acts, to make, execute and deliver all instruments and documents (including the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees required under the DIP Documents or that may otherwise be reasonably necessary for or in connection with the Loan Parties' performance of their obligations under the DIP Documents, including, as applicable:

(i) the execution and delivery of, and performance under, each of the DIP Documents;

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case, in such form as the requisite parties under the applicable DIP Documents may agree, it being understood that no further approval of the Court shall be required for authorizations, amendments,

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waivers, consents or other modifications to and under the DIP Documents that are either non-material or not adverse to the Debtors and any fees and other expenses (including any attorneys', accountants', field examiners', appraisers' and financial advisors' fees), amounts, charges, costs, indemnities and other obligations paid in accordance and connection therewith. In the case of material amendments, waivers, consents or other modifications to the DIP Documents, the Debtors shall first request approval from the Court for such material amendment, waiver, consent or other modification, which request may be on an expedited basis. For the avoidance of doubt, the extension of a Milestone (as defined in the DIP Documents) or the delivery of an updated Approved Budget shall not constitute a material amendment, modification, waiver or supplement to the DIP Documents;

(iii) subject to the Carve Out, the non-refundable payment to the DIP Agent or the DIP Lenders, as the case may be, of all fees (which fees shall be approved upon entry of this Interim Order and, upon payment thereof, in accordance with the terms of the DIP Documents and this Interim Order, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise), and any amounts due (or that may become due) in respect of the reimbursement and indemnification obligations, in each case referred to in the DIP Documents (and in any separate letter agreements between any or all Debtors, on the one hand, and the DIP Agent and/or DIP Lenders, on the other, in connection with the DIP Facility) and the

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costs and expenses as may be due from time to time, including fees and expenses of the following professionals retained by the DIP Agent and the DIP Lenders: (A) a single legal counsel to the DIP Agent; (B) Akin Gump Strauss Hauer & Feld LLP, legal counsel to an ad hoc group of DIP Lenders and Prepetition Secured Parties (the “Ad Hoc Group”); (C) a single local counsel to the Ad Hoc Group; (D) Centerview Partners LLC, as financial advisor to the Ad Hoc Group; (E) Kirkland & Ellis LLP, as counsel solely to Ad Hoc Group member Clearlake Capital Group; and (F) Katten Muchin Rosenman LLP, as legal counsel to the Fronting Lender, in each case in accordance with applicable engagement letters, fee letters or similar agreements without the need to file retention motions or fee applications or to provide notice to any party; and

(iv) the performance of all other acts required under or in connection with the DIP Documents.

(e) Upon execution and delivery thereof, the DIP Documents shall constitute valid, binding and unavoidable obligations of the Loan Parties, enforceable against each Loan Party thereto in accordance with the terms of the DIP Documents and this Interim Order. No obligation, payment, transfer or grant of security under the DIP Documents or this Interim Order to the DIP Agent and/or the DIP Lenders shall be stayed, restrained, voidable or recoverable under the Bankruptcy Code or under any applicable law (including under Bankruptcy Code sections 502(d), 548 or 549), or subject to any defense, reduction, setoff, recoupment, claim or counterclaim.

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4. DIP Superpriority Claims.

(a) Subject to the Carve Out, pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against the Loan Parties in each of the Chapter 11 Cases (without the need to file any proof of claim) with priority over any and all other claims against the Loan Parties, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 1113 or 1114 (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment (the “DIP Superpriority Claims”) and shall, for purposes of Bankruptcy Code section 1129(a)(9)(A), be considered administrative expenses allowed under Bankruptcy Code section 503(b); *provided*, however, the DIP Superpriority Claims shall not be payable from the ABL Priority Collateral until the Prepetition ABL Facility Obligations (including any administrative expense claims granted in favor of the Prepetition ABL Secured Parties) are paid in full in cash.<sup>6</sup>

(b) The DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Interim Order or any provision hereof is reversed or modified on appeal.

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<sup>6</sup> All references herein to “payment in full” of the Prepetition ABL Facility Obligations (or words of similar import) mean payment in full in cash of all Prepetition ABL Facility Obligations other than contingent indemnification obligations for which no claim has been asserted.

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5. DIP Liens. As security for the DIP Obligations, subject and subordinate in all respects to the Carve Out, effective and automatically perfected upon the entry of this Interim Order (as applicable) and without the necessity of the execution, recordation or filing by the Loan Parties, the DIP Agent or any DIP Lender of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the DIP Agent of, or over, any DIP Collateral, the following security interests and liens are hereby granted to the DIP Agent for its benefit and the benefit of the DIP Lenders, subject only to the Carve Out and the Permitted Liens (all such liens and security interests granted to the DIP Agent, for its benefit and for the benefit of the DIP Lenders, pursuant to this Interim Order and the DIP Documents, the “DIP Liens”):

(a) First Lien on Unencumbered Property. Pursuant to Bankruptcy Code section 364(c)(2), and subject and subordinate in all respects to the Carve Out, valid, binding, continuing, enforceable, fully perfected first priority senior security interests in and liens upon all DIP Collateral, to the extent such DIP Collateral is not subject to valid, perfected and non-avoidable liens as of the Petition Date or valid and non-avoidable liens in favor of third parties that were in existence immediately prior to the Petition Date that are perfected as permitted by Bankruptcy Code section 546(b) (“Unencumbered Property”), as set forth on Exhibit 2 attached hereto, and for the avoidance of doubt, the ABL Priority Collateral shall not be considered to be included among the Unencumbered Property;



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(b) Liens Junior to Certain Other Liens. Pursuant to Bankruptcy Code section 364(c)(3), and subject and subordinate in all respects to the Carve Out, valid, binding, continuing, enforceable, fully perfected junior security interests in and liens on the DIP Collateral, to the extent such DIP Collateral is subject to the Permitted Liens, and, with respect to ABL Priority Collateral, subject to the Permitted Liens, ABL Adequate Protection Liens, and Prepetition ABL Liens, in each case, as set forth on **Exhibit 2** attached hereto (for the avoidance of doubt, Permitted Liens shall include (i) first-priority liens in favor of any letter of credit issuer on segregated cash collateral accounts (and proceeds) securing permitted letter of credit obligations, limited to the cash actually posted, and (ii) with respect to the Fixed Asset Priority Collateral, any other liens expressly permitted to be senior to the DIP Liens pursuant to the DIP Credit Agreement); and

(c) Priming Liens. Pursuant to Bankruptcy Code section 364(d)(1), and subject and subordinate in all respects to the Carve Out, valid, binding, continuing, enforceable, fully perfected priming senior security interests in and liens upon the Prepetition Collateral, which security interests and liens shall prime the Prepetition Liens to the extent and in accordance with the priorities shown on **Exhibit 2** attached hereto.

6. Relative Priority of DIP Liens.

(a) The DIP Liens securing the DIP Obligations are continuing valid, automatically perfected, non-avoidable, senior in priority and superior to any security, mortgage,

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collateral interest, lien or claim to any of the DIP Collateral, subject to and in accordance with the relative priorities shown on Exhibit 2 attached hereto.<sup>7</sup>

(b) In the event of an enforcement of remedies in respect of the DIP Facility and the application of the DIP Collateral, such DIP Collateral shall be applied as specified on Exhibit 2 attached hereto.

7. DIP Collateral. For purposes of this Interim Order, “DIP Collateral” means (i) the Debtors’ interest in all assets and properties, whether tangible, intangible, real, personal or mixed, but excluding Excluded Property,<sup>8</sup> whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Debtors (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Debtors, and regardless of where located, in each case to the extent such assets and properties constitute Prepetition Collateral;

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<sup>7</sup> For the avoidance of doubt, nothing in this Interim Order shall limit the rights of the DIP Secured Parties to the extent Permitted Liens are not permitted under the DIP Documents.

<sup>8</sup> “Excluded Property” means (i) property that cannot be subject to liens pursuant to applicable law, rule, regulation or contract (including any requirement to obtain the consent of any governmental authority or third party, unless such consent has been obtained), in each case, other than to the extent such restriction is ineffective under the applicable uniform commercial code or other applicable law; provided, that any such contractual restriction exists on the Closing Date or at the time of entry of such contract and is not established in contemplation of this exception, (ii) any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO, at which time such trademark shall automatically become part of the DIP Collateral, (iii) the Carve Out Reserves and the segregated account holding such amounts (except as to any reversionary interest of the Debtors related thereto) and (iv) any deposit account or securities account which is used as an escrow account or as a fiduciary or trust account or is otherwise held exclusively for the benefit of an unaffiliated third party (including with respect to any deposits or cash collateral otherwise permitted pursuant to the DIP Credit Agreement) (except as to any reversionary interest of the Debtors related thereto). For the avoidance of doubt, Excluded Property does not include the Prepetition Collateral.

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and (ii) property of the Debtors (other than Excluded Property), whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) (subject only to the Carve Out), including an equity pledge of all direct subsidiaries organized in the U.S. to the extent not constituting Excluded Property and all unencumbered assets of the Debtors, all prepetition property and postpetition property of the Estates, and the proceeds, products, rents and profits thereof, whether arising from Bankruptcy Code section 552(b) or otherwise, including unencumbered cash (and any investment of such cash) of the Debtors (whether maintained with the DIP Agent or otherwise) all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on or after the Petition Date), insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements, all owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, all commercial tort claims, and all claims and causes of action, and any and all proceeds, products, rents and profits of the foregoing, excluding Avoidance Actions (as defined herein) but including, subject to and effective upon entry of a Final Order granting such relief, Avoidance Proceeds.

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8. Notwithstanding anything to the contrary herein, to the extent a DIP Lien cannot attach to the DIP Collateral pursuant to applicable law or contract, the DIP Liens granted pursuant to this Interim Order shall attach to the Debtors' economic rights in such DIP Collateral, including any and all proceeds of such DIP Collateral.

9. Excluded Assets. Notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the DIP Collateral shall not include (a) the Excluded Property, (b) any claims and causes of action under Bankruptcy Code sections 502(d), 544, 545, 547, 548, 549 and 550, or under any applicable Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or any similar non-bankruptcy law (collectively, the "Avoidance Actions") and (c) prior to entry of the Final Order granting such relief, the proceeds of Avoidance Actions (it being understood that subject only to and effective upon entry of the Final Order, the DIP Collateral shall include any proceeds or property recovered, unencumbered or otherwise from successful Avoidance Actions, whether by judgment, settlement or otherwise ("Avoidance Proceeds")) (the assets from (a)-(c), the "Excluded Assets").

10. Carve Out.

(a) "Carve Out" means the sum of: (i) all unpaid fees required to be paid to the Clerk of the Court or statutory fees payable to the U.S. Trustee under 28 U.S.C. § 1930, with interest at the statutory rate pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in clause (iii) below); (ii) all reasonable fees and expenses up to \$75,000 incurred by a trustee under Bankruptcy Code section 726(b) (without regard to the notice set forth in clauses (iii) and (b) below); (iii) to

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the extent allowed at any time (whether by interim order, final order, procedural order or otherwise) other than fees or expenses incurred in the preparation for or in pursuit of any Prohibited Actions (as defined below), (A) all unpaid fees and expenses (collectively, the “Debtor Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to Bankruptcy Code sections 327, 328 or 363 (collectively, the “Debtor Professionals”) and (B) all unpaid fees and expenses (collectively, the “Committee Professional Fees” and, together with the Debtor Professional Fees, the “Professional Fees”) incurred by persons or firms retained by the Creditors’ Committee (if any) (such professionals to the Creditors’ Committee, the “Committee Professionals” and, together with the Debtor Professionals, the “Retained Professionals”) pursuant to Bankruptcy Code sections 327, 328 or 1103, as applicable, at any time before or on the first business day following delivery by the DIP Agent of a Carve Out Trigger Notice (as defined below), in each case, without regard to whether such fees and expenses were invoiced after the Carve Out Trigger Date and whether allowed by the Court prior to or after delivery of the Carve Out Trigger Notice (the “Pre-Carve Out Trigger Notice Fees,” and the sum of such amounts, the “Pre-Carve Out Trigger Notice Cap”); and (iv) after the first business day following delivery by the DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, and, solely with respect to the Professional Fees incurred by the Committee Professionals, subject to the Approved Budget then in effect, all unpaid fees, disbursements, costs and expenses incurred by Retained Professionals in an aggregate amount not to exceed \$6,000,000 (the cap set forth in this clause (iv), the “Post-Carve Out Trigger Notice Cap” and, together with the Pre-Carve Out Trigger Notice Cap, the “Carve Out Amount”) incurred after

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the first business day following delivery of a Carve Out Trigger Notice. Any payment or reimbursement made to any Retained Professional on or after the delivery of the Carve Out Trigger Notice shall permanently reduce the Carve Out Amount on a dollar-for-dollar basis.

(b) *Carve Out Trigger Notice.* For purposes of the foregoing, a “Carve Out Trigger Notice” means a written notice delivered by email by the DIP Agent (acting at the direction of the Required DIP Lenders) to: (i) the Debtors’ lead restructuring counsel, (ii) the U.S. Trustee, (iii) counsel to the Creditors’ Committee appointed in the Chapter 11 Cases (if any), (iv) the Prepetition Secured Agents and (v) the Ad Hoc Group (collectively, the “Carve Out Notice Parties”), which notice may be delivered following the occurrence and during the continuation of a DIP Termination Event (as defined below) and acceleration of the DIP Obligations or termination of the Debtors’ right to use Cash Collateral, as applicable, expressly stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) *Carve Out Reserves.*

(i) On or before Friday of each week, the Debtors shall utilize all cash on hand as of such date and, to the extent insufficient, available cash thereafter held by any Debtors to fund a reserve in an amount equal to the aggregate amount of the Retained Professionals’ Professional Fees projected for such week in the Approved Budget then in effect. The Debtors shall deposit and hold such amounts in a segregated account in a manner reasonably acceptable to the DIP Agent, which shall constitute the corpus of a trust governed by New York law, for the benefit of the Retained Professionals entitled to receive payment thereunder to pay such Professional Fees (the

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“Pre-Carve Out Trigger Notice Reserve”) prior to any and all other claims, and all payments of Professional Fees, to the extent allowed at any time, incurred prior to the Carve Out Trigger Date shall be paid first from such Pre-Carve Out Trigger Notice Reserve. To fund the Pre-Carve Out Trigger Notice Reserve, the Debtors shall first use cash that is not ABL Priority Collateral and, to the extent such cash is insufficient, the Debtors shall use any other cash on hand.

(ii) On the date on which a Carve Out Trigger Notice is delivered (the “Carve Out Trigger Date”), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date to fund, to the extent not already funded, the Pre-Carve Out Trigger Notice Reserve in an amount equal to the then unpaid amounts of (i) the Professional Fees of the Retained Professionals and (ii) the obligations accrued as of the Carve Out Trigger Date with respect to clauses (i) and (ii) of the definition of Carve Out set forth in paragraph 10(a). On the Carve Out Trigger Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap and deposit and hold such amounts in a segregated account in a manner reasonably acceptable to the DIP Agent, which shall constitute the corpus of a trust governed by New York law, for the benefit of the Retained Professionals entitled to receive payment thereunder, to pay, to the extent allowed at any time, such Retained Professionals’ Professional Fees (the “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) prior to the use of such reserve to pay any other claims. To fund the Post-Carve Out Trigger Notice Reserve, the Debtors shall first use cash

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that is not ABL Priority Collateral and, to the extent such cash is insufficient, the Debtors shall use any other cash on hand.

(d) Notwithstanding anything to the contrary in the DIP Documents (including the failure to satisfy or receive a waiver of any of the conditions precedent to any DIP Loans set forth in the DIP Credit Agreement or other DIP Documents) or this Interim Order, following delivery of the Carve-Out Trigger Notice, the DIP Lenders (including, if fronting is required, the Fronting Lender) shall promptly fund any additional draw request necessary to fund the Post-Carve Out Trigger Notice Reserve solely to the extent the Debtors are unable to fund the Post-Carve Out Trigger Notice Reserve using all remaining cash on hand as set forth in paragraph 10(c)(ii) above; *provided*, that the DIP Lenders shall not be required to fund any amounts that, in the aggregate, exceed the amount of the DIP Loans to be funded by the DIP Lenders under the DIP Facility; *provided, further*, that under no circumstances shall the DIP Lenders be required to fund more than \$6,000,000 pursuant to this paragraph 10(d).

(e) The Debtors shall use funds held in the Pre-Carve Out Trigger Notice Reserve exclusively to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth in paragraph 10(a) (the “Pre-Carve Out Amounts”) (but not, for the avoidance of doubt, the Post-Carve Out Amounts (as defined below)) until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to the terms of this Interim Order, to pay any other amounts (if owing) benefitting from the Carve Out and then to the DIP Secured Parties, in accordance with the terms of this Interim Order and the DIP



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Documents, unless the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have been paid in full, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with the Prepetition Secured Facilities Documents, this Interim Order and the Final Order. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “Post-Carve Out Amounts”) up to the Post-Carve Out Trigger Notice Cap, and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to the terms of this Interim Order, to pay the DIP Secured Parties, in accordance with the terms of this Interim Order and the DIP Documents, unless the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have been paid in full, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with the Prepetition Secured Facilities Documents, this Interim Order and the Final Order. Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in paragraph 10(c)(ii), then, any excess funds in either of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts or Post-Carve Out Amounts, as applicable, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in paragraph 10(c)(ii), prior to making any payments to the DIP Secured Parties or the Prepetition Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, neither the DIP Secured Parties (in accordance with the terms of the DIP

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Documents and this Interim Order) nor the Prepetition Secured Parties (in accordance with the terms of this Interim Order and the Prepetition Secured Facilities Documents) shall sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a valid and perfected security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent, in accordance with the terms of the DIP Documents and this Interim Order, unless the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have been paid in full, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with the Prepetition Secured Facilities Documents. Further, notwithstanding anything to the contrary in this Interim Order, (x) disbursements by the Debtors from the Carve Out Reserves shall not increase or reduce the DIP Obligations or constitute additional loans under the DIP Facility and (y) the failure of the Carve Out Reserves to satisfy in full the Professional Fees of Retained Professionals shall not affect the priority of the Carve Out in respect of DIP Collateral or any recoveries therefrom.

(f) *Limitation on Responsibility of Secured Parties.* None of the DIP Secured Parties or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or expenses of any Retained Professional incurred in connection with these Chapter 11 Cases or any Successor Cases (as defined below). Nothing in this Interim Order or otherwise shall be construed to obligate any of the DIP Secured Parties or Prepetition Secured Parties to pay compensation to, or to reimburse the expenses of, any Retained Professional or to guarantee that

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the Debtors have sufficient funds to pay such compensation or reimbursement. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, the Creditors' Committee (if any), any other official or unofficial committee in these Chapter 11 Cases or any Successor Cases, or of any other person or entity, or shall affect the right of any party to object to the allowance and payment of any such fees and expenses.

(g) *Payment of Allowed Professional Fees on or After the Carve Out Trigger Date.*

Following the delivery of the Carve Out Trigger Notice, all Professional Fees to the extent granted or allowed shall be paid from the applicable Carve Out Reserve, and no Retained Professional shall seek payment of any allowed Professional Fees from any other source until the applicable Carve Out Reserve has been exhausted. Any payment or reimbursement made on or after the occurrence of the Carve Out Trigger Date in respect of any allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall otherwise be entitled to the protections granted under this Interim DIP Order, the DIP Documents, the Bankruptcy Code and applicable law.

11. Protection of DIP Lenders' Rights.

(a) Until the DIP Obligations have been paid in full and the termination of all remaining DIP Commitments under the DIP Facility, the Prepetition Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Secured Facilities Documents or this Interim Order, or

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otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral (subject to the rights of the Prepetition ABL Agent to take those actions that the Prepetition ABL Agent is expressly permitted to take hereunder), including in connection with the Adequate Protection Liens except to the extent authorized herein or by an order of this Court; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, any DIP Collateral, to the extent such transfer, disposition, sale or release is authorized under the DIP Documents and this Interim Order; *provided* that, with respect to any ABL Priority Collateral, each Prepetition Secured Party other than the Prepetition ABL Secured Parties is hereby deemed to have consented, in accordance with this Interim Order and the Prepetition Intercreditor Agreements, to any such transfer, disposition, sale or release of liens thereon that is authorized by the DIP Documents, this Interim Order and the Prepetition ABL Credit Facility Documents; and (iii) deliver or cause to be delivered, at the Loan Parties' cost and expense and at the reasonable request of the DIP Agent, any termination statements, releases and/or assignments in favor of the DIP Agent or the DIP Lenders or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to any such transfer, disposition, sale or release; *provided* that nothing herein shall affect the rights and priorities set forth herein including those set forth on **Exhibit 2** hereto or any party's rights to seek relief from the Court upon the occurrence and during the continuation of a DIP Termination Event.

(b) Other than with respect to the Prepetition ABL Secured Parties' rights to the ABL Priority Collateral, to the extent the Prepetition Secured Agents or any other Prepetition

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Secured Parties have possession of any Prepetition Collateral or DIP Collateral or have control with respect to any Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party shall be deemed, subject to the applicable rights and priorities set forth herein, including those set forth on **Exhibit 2** hereto, without incurring any liability or duty to any party, to maintain such possession or exercise such control as gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Agent and the DIP Lenders and shall, at the Loan Parties' cost and expense, comply with the reasonable instructions of the DIP Agent with respect to the exercise of such control, and the DIP Agent agrees that such Prepetition Secured Parties shall be deemed, without incurring any liability or duty to any party, to maintain possession or control of any Prepetition Collateral or DIP Collateral in its possession or control as gratuitous bailee and/or sub-collateral gratuitous agent for perfection for the benefit of the DIP Agent and the DIP Lenders with respect to bank accounts. Notwithstanding the foregoing, with respect to the ABL Priority Collateral (including, for the avoidance of doubt, Cash Collateral that constitutes ABL Priority Collateral), any DIP Secured Party or Prepetition Secured Party that has possession of, control over or is noted as a secured party on any certificate of title for such ABL Priority Collateral shall be deemed to hold such ABL Priority Collateral (or such notation or control) solely as a gratuitous bailee or gratuitous agent for perfection for the benefit of the Prepetition ABL Secured Parties and shall comply with the instructions of the Prepetition ABL Agent with respect thereto, and each other Prepetition Secured Party (other than the Prepetition ABL Secured Parties) is deemed to have

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consented to such control by the Prepetition ABL Agent in accordance with this Interim Order and the Prepetition Intercreditor Agreements.

(c) Any ABL Priority Collateral or any proceeds of ABL Priority Collateral or any other payment with respect thereto that is received by any person or entity, including, without limitation, a DIP Secured Party or Prepetition Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the ABL Priority Collateral or otherwise received by a DIP Secured Party or Prepetition Secured Party, shall be segregated and such person or entity shall be deemed to have received, and shall hold, any such ABL Priority Collateral, proceeds thereof or any other payment in trust for the benefit of the Prepetition ABL Agent and the Prepetition ABL Secured Parties based on the rights and priorities set forth in **Exhibit 2** hereto, and shall immediately turn over such property in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The Prepetition ABL Agent is hereby authorized to make any such endorsements as agent for any such DIP Secured Parties or Prepetition Secured Parties, as applicable. This authorization is coupled with an interest and is irrevocable.

(d) No rights, protections or remedies of the DIP Agent or the DIP Lenders granted by the provisions of this Interim Order or the DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party (other than the DIP Agent's and DIP Lenders' consent to use Cash Collateral in accordance with the terms contained herein) to the Debtors' authority to continue to use Cash Collateral; (ii) any actual

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or purported termination of the Debtors' authority to continue to use Cash Collateral (other than in accordance with the terms of this Interim Order); or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

12. Marshaling. Subject to and effective upon the entry of the Final Order granting such relief, none of the DIP Secured Parties with respect to the DIP Collateral or the Prepetition Secured Parties with respect to the Prepetition Collateral and the Adequate Protection Liens, shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine, and all proceeds thereof shall be received and used in accordance with this Interim Order. Further, subject only to and effective upon entry of the Final Order granting such relief, in no event shall the "equities of the case" exception in Bankruptcy Code section 552(b) apply to the secured claims of the Prepetition Secured Parties.

13. Limitation on Charging Expenses. Subject to and effective upon the entry of the Final Order granting such relief, and except to the extent of the Carve Out, no costs or expenses of administration of the Chapter 11 Cases or any Successor Cases, shall be charged against or recovered from the DIP Collateral or the Prepetition Collateral (including Cash Collateral), as applicable, pursuant to Bankruptcy Code section 506(c) or any similar principle of law without the prior written consent of the DIP Agent or the Prepetition Secured Agents, as applicable, and no such consent shall be implied from any other action, inaction or acquiescence by the DIP Agent or the DIP Lenders with respect to the DIP Collateral or the Prepetition Secured Agents with respect

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to the Prepetition Collateral. Nothing contained in this Interim Order shall be deemed to be a consent by the DIP Agent or the DIP Lenders or the Prepetition Secured Parties, as applicable, to any charge, lien, assessment or claim against the DIP Collateral or the Prepetition Collateral, as applicable, under Bankruptcy Code section 506(c) or otherwise.

14. Payments Free and Clear. Subject in all respects to the Carve Out, any and all payments or proceeds remitted to the DIP Agent on behalf of the DIP Lenders or Prepetition Secured Agents on behalf of the Prepetition Secured Parties pursuant to the provisions of this Interim Order, the DIP Documents or any subsequent order of the Court shall be irrevocably received free and clear of any claim, charge, assessment or other liability, including any such claim or charge arising out of or based on, directly or indirectly, Bankruptcy Code sections 506(c) or 552(b) (provided that payments or proceeds remitted to the Prepetition Secured Agents on behalf of the Prepetition Secured Parties shall be received free and clear of claims or charges arising out of or based on Bankruptcy Code sections 506(c) and 552(b) only upon entry of the Final Order), whether asserted or assessed by, through or on behalf of the Debtors.

15. Use of Non-ABL Cash Collateral. Subject to the DIP Documents, this Interim Order and the Approved Budget (subject to Permitted Variances), the Debtors are authorized to use cash collateral other than ABL Cash Collateral (the “Non-ABL Cash Collateral”) (a) until the occurrence of a DIP Termination Event, (b) subject to paragraph 22 during the Notice Period following the occurrence and during the continuation of a DIP Termination Event, and (c) following the cessation of a DIP Termination Event, if the DIP Termination Event is cured



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prior to the end of the Notice Period; provided that the Prepetition Secured Parties are granted adequate protection as set forth herein. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted by this Interim Order and the DIP Documents, and in accordance with the Approved Budget (subject to Permitted Variances).

16. Adequate Protection for the Prepetition Secured Parties. Each Prepetition Secured Party is entitled pursuant to Bankruptcy Code sections 361, 362, 363(e) and 364(d)(1), to adequate protection of its respective interests in the applicable Prepetition Collateral, including Cash Collateral, in an amount equal to the aggregate diminution in the value of its respective interests in the applicable Prepetition Collateral from and after the Petition Date, if any, resulting from, as applicable, the sale, lease or use by the Debtors of the Prepetition Collateral (including any such use to pay the Carve Out), the priming of the Prepetition Liens by the DIP Liens pursuant to the DIP Documents and this Interim Order, and the imposition of the automatic stay pursuant to Bankruptcy Code section 362 (the "Diminution in Value"). In consideration of the foregoing, and in addition to the Prepetition ABL Cash Collateral Covenants provided to the Prepetition ABL Secured Parties in paragraph 23 *infra* (which, for the avoidance of doubt, shall constitute supplemental forms of adequate protection for the benefit of the Prepetition ABL Secured Parties), the applicable Prepetition Secured Parties are hereby granted the following as adequate protection to the extent of the applicable Prepetition Secured Party's Diminution in Value (collectively, the

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“Adequate Protection Obligations”), in each case, subject and subordinate in all respects to the

Carve Out and in accordance with the rights and priorities set forth in **Exhibit 2**:

(a) Adequate Protection Liens.

- (i) The Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, as security for any Diminution in Value, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the “ABL Adequate Protection Liens”) on, the DIP Collateral including, subject to and effective upon entry of the Final Order granting such relief, the Avoidance Proceeds. The ABL Adequate Protection Liens shall be subject and subordinate to the Carve Out, the Permitted Liens (if any) and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.
- (ii) The Prepetition First-Out/Second-Out Agent, for the benefit of itself and the other Prepetition First-Out/Second-Out Secured Parties, as security for any Diminution in Value, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the “First-Out/Second-Out Adequate Protection Liens”) on, the DIP Collateral, including, subject to and effective upon entry of the Final Order granting such relief, the Avoidance Proceeds. The First-Out/Second-Out Adequate Protection Liens shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto. For the avoidance of doubt, any proceeds recovered on account of the First-Out/Second-Out Adequate Protection Liens shall be subject to the terms and conditions of the Prepetition First-Out/Second-Out Documents, including the Intercreditor Provisions.
- (iii) The Prepetition First-Out Notes Agent, for the benefit of itself and the other Prepetition First-Out Notes Secured Parties, as security for any Diminution in Value, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the “First-Out Notes Adequate Protection Liens”) on, the DIP Collateral, including, subject to and effective upon entry of the Final Order granting such relief, the Avoidance Proceeds. The First-Out Notes Adequate Protection Liens

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shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(iv) The Prepetition Amended Term Loan Agent, for the benefit of itself and the other Prepetition Amended Term Loan Secured Parties, as security for any Diminution in Value, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the “Amended Term Loan Adequate Protection Liens”) on, the DIP Collateral that constitutes assets of the Prepetition Amended Term Loan Obligors, including, subject to and effective upon entry of the Final Order granting such relief, the Avoidance Proceeds. The Amended Term Loan Adequate Protection Liens shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(v) The Prepetition Third-Out Notes Agent, for the benefit of itself and the other Prepetition Third-Out Notes Secured Parties, as security for any Diminution in Value, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the “Third-Out Notes Adequate Protection Liens” and, collectively with the ABL Adequate Protection Liens, the First-Out/Second-Out Adequate Protection Liens, the First-Out Notes Adequate Protection Liens and the Amended Term Loan Adequate Protection Liens, the “Adequate Protection Liens”) on, the DIP Collateral, including, subject to and effective upon entry of the Final Order granting such relief, the Avoidance Proceeds. The Third-Out Notes Adequate Protection Liens shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(b) Section 507(b) Claims.

(i) The Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, is hereby granted allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) to the extent of any Diminution in Value (the “ABL Adequate Protection 507(b) Claims”), which ABL Adequate Protection 507(b) Claims shall have recourse to and be

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payable from the DIP Collateral, including, subject to and effective upon entry of the Final Order granting such relief, the Avoidance Proceeds. The ABL Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

- (ii) The Prepetition First-Out/Second-Out Secured Parties are hereby granted allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) to the extent of any Diminution in Value (the “First-Out/Second-Out Adequate Protection 507(b) Claims”), which First-Out/Second-Out Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral, including, subject to and effective upon entry of the Final Order granting such relief, the Avoidance Proceeds. The First-Out/Second-Out Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto. For the avoidance of doubt, any proceeds recovered on account of the First-Out/Second-Out Adequate Protection 507(b) Claims shall be subject to the terms and conditions of the Prepetition First-Out/Second-Out Documents, including the Intercreditor Provisions.
- (iii) The Prepetition First-Out Notes Secured Parties are hereby granted allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) to the extent of any respective Diminution in Value (the “First-Out Notes Adequate Protection 507(b) Claims”), which First-Out Notes Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral, including, subject to and effective upon entry of the Final Order granting such relief, the Avoidance Proceeds. The First-Out Notes Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.
- (iv) The Prepetition Amended Term Loan Secured Parties are hereby granted allowed superpriority administrative expense claims against the Prepetition Amended Term Loan Obligors as provided for in Bankruptcy Code section 507(b) to the extent of any Diminution in Value (the “Amended Term Loan Adequate Protection 507(b) Claims”), which Amended Term Loan Adequate Protection 507(b) Claims shall

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have recourse to and be payable from the DIP Collateral that constitutes assets of the Prepetition Amended Term Loan Obligors, including, subject to and effective upon entry of the Final Order granting such relief, the Avoidance Proceeds. The Amended Term Loan Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

- (v) The Prepetition Third-Out Notes Secured Parties are hereby granted allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) to the extent of any Diminution in Value (the “Third-Out Notes Adequate Protection 507(b) Claims” and, together with the ABL Adequate Protection 507(b) Claims, the First-Out/Second-Out Adequate Protection 507(b) Claims, the First-Out Notes Adequate Protection 507(b) Claims and the Amended Term Loan Adequate Protection 507(b) Claims, the “Adequate Protection 507(b) Claims”), which Third-Out Notes Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral, including, subject to and effective upon entry of the Final Order granting such relief, the Avoidance Proceeds. The Third-Out Notes Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

For the avoidance of doubt, until the ABL Adequate Protection 507(b) Claims and Prepetition ABL Facility Obligations have been paid in full, Adequate Protection 507(b) Claims (other than the ABL Adequate Protection 507(b) Claims) shall not be payable from the ABL Priority Collateral.

(c) *Adequate Protection Payments.*

- (i) Subject and subordinate to the Carve Out, the Debtors are authorized and directed to provide the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, with adequate protection in the form of cash payments on account of interest accruing after the Petition Date at the non-default interest rate under the Prepetition ABL Facility Credit Agreement, subject to the rights preserved in this Interim Order.

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(ii) Subject and subordinate to the Carve Out, the Debtors are authorized and directed to provide the Prepetition First-Out/Second-Out Agent, for the benefit of itself and the applicable Prepetition First-Out Revolving Lenders and the Prepetition First-Out Term Lenders, with adequate protection in the form of cash payments on account of interest accruing after the Petition Date in respect of the First-Out Revolving Loans and the First-Out Term Loans at the non-default interest rate under the Prepetition First-Out/Second-Out Credit Agreement, subject to the rights preserved in this Interim Order.

(iii) Subject and subordinate to the Carve Out, the Debtors are authorized and directed to provide the Prepetition First-Out Notes Agent, for the benefit of itself and the other Prepetition First-Out Notes Secured Parties, with adequate protection in the form of cash payments on account of interest accruing after the Petition Date at the non-default interest rate under the Prepetition First-Out Notes Indenture, subject to the rights preserved in this Interim Order.

(iv) Subject and subordinate to the Carve Out, the Debtors are authorized and directed to provide the Prepetition Amended Term Loan Agent, for the benefit of itself and the other Prepetition Amended Term Loan Secured Parties, with adequate protection in the form of periodic cash payments, made concurrently with any payments under clauses (ii) and (iii) of this paragraph, in an amount equal to 1.780% of the aggregate amounts paid pursuant to clauses (ii) and (iii), in each case subject to the rights preserved in this Interim Order.

(d) Reporting. The Prepetition Secured Parties shall be entitled to delivery of all reports and notices deliverable to the DIP Secured Parties pursuant to the DIP Credit Agreement, including, for the avoidance of doubt, reporting concerning the Approved Budget and any variances thereto. Such reporting shall also be provided to the advisors of the Creditors' Committee (if appointed).

(e) Adequate Protection Fees and Expenses. As further adequate protection, the Debtors are authorized and directed to pay, in accordance with paragraph 28 of this Interim Order,

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the reasonable and documented prepetition and postpetition fees and expenses (the “Adequate Protection Fees and Expenses”) of the Prepetition First-Out/Second-Out Secured Parties, the Prepetition ABL Secured Parties, the Prepetition First-Out Notes Trustee, and the Prepetition Amended Term Loan Agent, including such parties’ agency fees and the reasonable and documented professional fees as follows: (1) the Prepetition ABL Agent, including the agency fees and the reasonable and documented fees and disbursements of (x) Cahill Gordon & Reindel LLP, as counsel to the Prepetition ABL Agent, (y) one financial advisor<sup>9</sup> and (z) Greenberg Traurig, LLP, as local counsel to the Prepetition ABL Agent; (2) the Prepetition First-Out/Second-Out Agent (including any successor agent thereto), including the agency fees and the reasonable and documented fees and disbursements of (x) Cahill Gordon & Reindel LLP, as counsel to the Prepetition First-Out/Second-Out Agent, (y) one financial advisor (which shall be the same financial advisor as for the Prepetition ABL Agent), and (z) Greenberg Traurig, LLP, as local counsel to the Prepetition First-Out/Second-Out Agent; (3) the Prepetition First-Out Notes Agent (including any successor agent or indenture trustee thereto), including the agency and indenture trustee fees and the reasonable and documented disbursements of Reed Smith LLP as counsel to the Prepetition First-Out Notes Agent; (4) the Prepetition Amended Term Loan Agent (including any successor agent thereto), including the agency fees and the reasonable and documented fees

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<sup>9</sup> For the avoidance of doubt, any prior modification to the Debtors’ fee letter with the financial advisor to the Prepetition ABL Agent and the Prepetition First-Out/Second-Out Agent, which letter was previously agreed to in connection with certain forbearance agreements among the Debtors, the Prepetition ABL Secured Parties and/or the Prepetition First-Out/Second-Out Secured Parties, shall remain in effect throughout these Chapter 11 Cases.

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and disbursements of Benesch, Friedlander, Coplan & Aronoff LLP as counsel to the Prepetition Amended Term Loan Agent; and (5) the Ad Hoc Group (including Akin Gump Strauss Hauer & Feld LLP, Centerview Partners LLC, one New Jersey local counsel, Kirkland & Ellis LLP, as counsel solely to Ad Hoc Group member Clearlake Capital Group, and one local counsel in each other applicable jurisdiction and, in the event of any actual conflict of interest, one additional counsel to the affected parties). Notwithstanding anything to the contrary set forth herein, the Adequate Protection Fees and Expenses shall not include, and the Debtors shall not pay to any Prepetition Secured Parties, any fees or expenses incurred in connection with (i) contesting the relief sought in the Motion or (ii) any Prohibited Actions.

17. Reservation of Rights of the Prepetition Secured Parties. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; *provided* that, the Prepetition Secured Parties may, subject to the terms of the Prepetition Intercreditor Agreements, request further or different adequate protection. All adequate protection payments are subject to disgorgement or recharacterization as principal payments under the applicable Prepetition Secured Facilities Documents in the event of a final determination by order of the Court that the applicable Prepetition Secured Party that received the adequate protection payment at issue is undersecured or that such adequate protection payment exceeds such Prepetition Secured Party's Diminution in Value.



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18. Perfection of DIP Liens and the Adequate Protection Liens.

(a) This Interim Order shall be sufficient and conclusive evidence of the creation, validity, automatic 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 account control agreement or mortgage with respect to any real estate, ship or vessel or taking possession of any possessory collateral) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens or the Adequate Protection Liens or to entitle the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties to the priorities granted herein.

(b) The DIP Agent, on behalf of the applicable DIP Lenders, and the Prepetition Secured Agents, on behalf of, or at the direction of, the applicable Prepetition Secured Parties, are hereby authorized (unless otherwise agreed between the Debtors and the requisite DIP Lenders or the Prepetition Secured Parties in the applicable DIP Documents or Prepetition Secured Facilities Documents), but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, equity certificates or promissory notes, or take any other action in order to validate and perfect the liens and security

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interests granted to them hereunder. Whether or not the DIP Agent, on behalf of the applicable DIP Lenders, or the Prepetition Secured Agents, on behalf of, or at the direction of, the applicable Prepetition Secured Parties, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, notices of lien or similar instruments, or take possession of or control over cash or securities, equity certificates or promissory notes, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of this Interim Order. Upon the reasonable request of the DIP Agent, each of the Prepetition Secured Parties and the Loan Parties, without any further consent of any party, is authorized (in the case of the Prepetition Secured Parties) (unless otherwise agreed between the Debtors and the requisite DIP Lenders or the Prepetition Secured Parties in the applicable DIP Documents or Prepetition Secured Facilities Documents) and directed (in the case of the Loan Parties) to take, execute, deliver and file such instruments (in each case, without representation or warranty of any kind) to enable the DIP Agent to further validate, perfect, preserve and enforce the DIP Liens, at the Loan Parties' cost and expense. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(c) A certified copy of this Interim Order may, in the discretion of the DIP Agent or the Prepetition Secured Agents, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, notices of lien or similar instruments, and all

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filing offices are hereby authorized and directed to accept such certified copy of this Interim Order for filing and/or recording, as applicable. The automatic stay of Bankruptcy Code section 362(a) shall be modified to the extent necessary to permit the DIP Agent or the Prepetition Secured Agents to take all actions referenced in this subparagraph (c) and the immediately preceding subparagraph (a).

19. Approved Budget.

(a) The initial budget (the “Initial Approved Budget”), as attached to this Interim Order as **Exhibit 3**, is hereby approved. The use of proceeds under the DIP Facility and the use of Cash Collateral shall be in accordance with the terms and conditions set forth in this Interim Order and each subsequent Approved Budget, subject to the Permitted Variances and the terms and conditions contained in the DIP Documents. The Initial Approved Budget reflects, among other things, the Debtors’ anticipated operating receipts, anticipated operating disbursements, anticipated non-operating disbursements, net operating cash flow and liquidity for each calendar week covered thereby. The Initial Approved Budget may be modified, amended, supplemented and updated from time to time in accordance with the DIP Documents and upon approval of the Required DIP Lenders in accordance with the DIP Documents (and in consultation with the First-Out/Second-Out Agent and the Prepetition ABL Agent) (the Initial Approved Budget and each subsequent approved budget shall constitute, without duplication, an “Approved Budget”); *provided, however*, that in the event that the Required DIP Lenders and the Debtors cannot agree as to an updated, modified or supplemented budget, the prior Approved Budget shall

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continue in effect, with weekly details for any periods after the initial 13-week period to be derived in a manner reasonably satisfactory to the Required DIP Lenders from the monthly budget prepared by the Debtors (and approved by the Required DIP Lenders) for these Chapter 11 Cases. A copy of any Approved Budget (or updated Approved Budget) shall be delivered to counsel for a Creditors' Committee (if appointed), the Prepetition First-Out/Second-Out Agent, the Prepetition ABL Agent and the U.S. Trustee. The Initial Approved Budget has been thoroughly reviewed by the Debtors, their management and their advisors. The Debtors, their management and their advisors believe the Initial Approved Budget and the estimate of administrative expenses due or accruing during the period covered by the Initial Approved Budget were developed using reasonable assumptions, and based on those assumptions, the Debtors believe there should be sufficient available assets to pay all administrative expenses due or accruing during the period covered by the Initial Approved Budget. The Initial Approved Budget is an integral part of this Interim Order, and the DIP Secured Parties and the Prepetition Secured Parties are relying, in part, upon the Debtors' agreement to comply with the Initial Approved Budget (subject to the terms of the DIP Documents), in determining to enter into the DIP Facility and to allow the Debtors' use of Cash Collateral in accordance with the terms of this Interim Order and the DIP Documents.

(b) The Debtors shall at all times comply with the Approved Budget, subject to the Permitted Variances and the other terms and conditions set forth in the DIP Documents. The Debtors shall provide all reports and other information as required in the DIP Documents. The Debtors' failure to comply with the Approved Budget (including the Permitted Variances set forth

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in the DIP Documents) or to provide the reports and other information required in the DIP Documents shall constitute an Event of Default (as defined in the DIP Credit Agreement), following the expiration of any applicable cure period set forth herein or in the DIP Documents.

20. DIP Termination Events. Subject to any obligations under the Carve Out and any applicable grace period under the DIP Documents and this Interim Order and the Notice Period, the DIP Obligations shall accelerate and become immediately due and payable in full and the DIP Commitments shall terminate, in each case without further notice or action by the Court following the earliest to occur of any of the following, unless waived in writing by the DIP Agent (each a “DIP Termination Event”): (i) (A) at the election of the Required DIP Lenders, the occurrence and continuance of any Event of Default under Section 11.01 through 11.11 of the DIP Credit Agreement, which Events of Default are explicitly incorporated by reference into this Interim Order, and (B) the occurrence and continuance of any other Event of Default, which Events of Default are explicitly incorporated by reference into this Interim Order; *provided* that, in each case under this clause (i), such Event of Default has not been waived in accordance with the terms of the DIP Credit Agreement; (ii) the Debtors’ failure to comply with any provision of this Interim Order; (iii) the occurrence of the Maturity Date; (iv) the entry of an order authorizing the use of DIP Collateral or Cash Collateral or financing under Bankruptcy Code section 364 or the filing by the Debtors of a motion seeking such authority, in each case without the consent of the Required DIP Lenders; (v) dismissal or conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (vi) termination of this Interim Order; and (vii) the filing of a plan or

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disclosure statement that (x) is inconsistent with the Restructuring Support Agreement,<sup>10</sup> (y) is not approved by the Required DIP Lenders and the DIP Agent, and (z) which does not provide for the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) to be paid in full in cash on the effective date of such plan.

21. Remedies upon a DIP Termination Event. The Debtors shall promptly provide notice to counsel to the DIP Agent, the DIP Lenders, the Prepetition First-Out/Second-Out Agent, the Prepetition ABL Agent, counsel to the Creditors' Committee, if any, the U.S. Trustee, and counsel to the Ad Hoc Group of the occurrence of any DIP Termination Event. Upon the occurrence and during the continuation of a DIP Termination Event (regardless of whether the Debtors have given the notice described in the previous sentence) and following the giving of not less than five (5) business days' advance written notice by counsel to the DIP Agent, which may be by email (such period, the "Notice Period," and such notice, the "Enforcement Notice"), to counsel to the Debtors, the U.S. Trustee, counsel to the Ad Hoc Group and counsel to the Creditors' Committee, if any, subject to the obligations with respect to the Carve Out, (i) the DIP Agent, acting at the direction of DIP Lenders (as set forth in the DIP Documents) may exercise any rights and remedies against the DIP Collateral (excluding Cash Collateral constituting ABL Priority Collateral and cash proceeds thereof (the "ABL Cash Collateral")) and other ABL Priority Collateral, unless the

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<sup>10</sup> The "Restructuring Support Agreement" means that certain Restructuring Support Agreement, dated as of December 28, 2025, by and among the Company Entities (as defined therein) and the Consenting Stakeholders (as defined therein) from time to time party thereto (as amended or modified from time to time in accordance with its terms).

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Prepetition ABL Facility Obligations and the related Adequate Protection Obligations have been paid in full) available to it under this Interim Order, the DIP Documents and applicable non-bankruptcy law, and the other DIP Secured Parties may exercise such rights available to them under the DIP Documents or this Interim Order, except as to the ABL Priority Collateral and subject to the Carve Out; (ii) the Prepetition Secured Parties may exercise any rights and remedies to satisfy the Prepetition Obligations and Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, the Permitted Liens (if any) and the Carve Out, and consistent with the Prepetition Secured Facilities Documents, including the Prepetition Intercreditor Agreements, and the relative rights and priorities as set forth on **Exhibit 2** attached hereto; *provided, however*, with respect to the ABL Priority Collateral, rights and remedies may only be exercised, prior to the repayment of the Prepetition ABL Facility Obligations and the related Adequate Protection Obligations, to fully satisfy such obligations owing to the Prepetition ABL Secured Parties; and (iii) any remaining DIP Commitments will be terminated. The automatic stay pursuant to Bankruptcy Code section 362 shall be automatically modified with respect to the DIP Secured Parties and the Prepetition Secured Parties at the end of the Notice Period, without further notice or order of the Court, unless (a) the DIP Agent (acting at the direction of the Required DIP Lenders) and the Prepetition Secured Agents (acting at the direction of the applicable requisite lenders), as applicable, elect otherwise in a written notice to the Debtors, and/or (b) the Court has determined that a DIP Termination Event has not occurred and/or is not continuing or the Court orders otherwise.

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22. Emergency Hearing. Subject to paragraph 23(e), upon delivery of an Enforcement Notice, each of the DIP Secured Parties, the Prepetition Secured Parties, the Debtors and the Creditors' Committee (if any), as applicable, consent to a hearing on an expedited basis to consider (a) whether a DIP Termination Event has occurred and (b) any appropriate relief (including the Debtors' non-consensual use of Cash Collateral); provided that if a request for such hearing is made prior to the end of the Notice Period, then the Notice Period shall be continued until the Court hears and rules on such request. During the Notice Period, notwithstanding anything to the contrary set forth in the paragraph immediately above, (i) the DIP Secured Parties may not exercise any default rights or remedies to satisfy the DIP Obligations, including any default rights and remedies against the DIP Collateral, (ii) the Prepetition Secured Parties may not exercise any default rights or remedies to satisfy the Prepetition Secured Obligations and the Adequate Protection Obligations, including any rights or remedies against the Prepetition Collateral and (iii) the Debtors shall continue to have the right to use Cash Collateral (other than ABL Cash Collateral) in accordance with the terms of this Interim Order, solely to pay necessary expenses set forth in the Approved Budget to avoid immediate and irreparable harm to the Estates. At the end of the Notice Period, unless the Court has entered an order to the contrary or otherwise fashioned an appropriate remedy, the Debtors' right to use Cash Collateral shall immediately cease, unless otherwise provided herein, and the DIP Agent, the DIP Lenders and the Prepetition Secured Parties, shall have the rights set forth in the paragraph immediately above, without the necessity of seeking relief from the automatic stay.



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23. Use of ABL Cash Collateral. Subject to this Interim Order, including the Carve Out, the Approved Budget (subject to Permitted Variances) and the Debtors' adherence to the following covenants (the "Prepetition ABL Cash Collateral Covenants") that, for the avoidance of doubt, are included among the Debtors' Adequate Protection Obligations, the Debtors are authorized (and the Prepetition ABL Secured Parties consent) to use of ABL Cash Collateral:

(a) Prepetition ABL Credit Agreement Covenants. Notwithstanding anything to the contrary in this Interim Order or any other DIP Documents, the covenants contained in Sections 9.02(a), 9.03 (subject to the same grace periods provided under the DIP Credit Agreement), 9.04, 9.05, 9.06, and 9.07 of the Prepetition ABL Facility Credit Agreement shall be applicable during these Chapter 11 Cases.<sup>11</sup>

(b) Cash Management. The Debtors shall maintain their cash management arrangements in a manner consistent with that described in the applicable "first day" order.

(c) Appraisal and Field Examination. In the event that a confirmed reorganization plan has not gone effective within one hundred twenty (120) days of the Petition Date, then the Prepetition ABL Secured Parties shall be entitled to conduct one appraisal and one field examination, the costs of which shall be borne by the Debtors' estates.

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<sup>11</sup> For purposes of complying with such covenants during these Chapter 11 Cases, the definition of "Material Adverse Effect" under the Prepetition ABL Facility Credit Agreement shall be deemed to exclude any material adverse changes leading up to, or customarily resulting from, the filing of these Chapter 11 Cases.

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Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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(d) Reporting.<sup>12</sup> For the duration of these Chapter 11 Cases, the Debtors shall provide the Prepetition ABL Agent, with copies to the DIP Agent and the advisors of the Creditors' Committee (if appointed), with (i) a modified Borrowing Base Certificate based on the estimated balances as of the 15<sup>th</sup> day of each month ("Mid-Month Borrowing Base Certificate"), delivered by the 5<sup>th</sup> day of the following month, and (ii) a monthly Borrowing Base Certificate, delivered by the 20<sup>th</sup> day of each month. The Borrowing Base in the Mid-Month Borrowing Base Certificate shall be based on (i) an estimate of Eligible Accounts calculated as (A) Eligible Accounts in the prior month Borrowing Certificate, divided by gross Accounts Receivable, including ineligible Accounts Receivable, and net of customer credit balances, in the prior month Borrowing Base Certificate, (B) multiplied by gross Accounts Receivable, including ineligible Accounts Receivable, and net of customer credit balances, as of the 15<sup>th</sup> day of each month, (ii) Eligible Unbilled Accounts in the prior month Borrowing Base Certificate, and (iii) Eligible Specified Equipment in the prior month Borrowing Base Certificate. If, after delivering such Mid-Month Borrowing Base Certificate or Borrowing Base Certificate, Availability (as defined in the Prepetition ABL Facility Credit Agreement but excluding Eligible Cash, "Availability") would be less than \$10 million, then the Debtors shall, within 1 business day, deposit cash sufficient to cause Availability to be \$10 million to be deposited into one or more segregated accounts with a bank that has entered into a uniform depository agreement with the U.S. Trustee, upon which the

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<sup>12</sup> For purposes of this paragraph, capitalized terms that are used but not defined herein have the meanings ascribed to them in the Prepetition ABL Facility Credit Agreement.

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Prepetition ABL Agent shall have a first priority, automatically perfected security interest in, and lien (a “True Up Deposit”). If a subsequent Mid-Month Borrowing Base Certificate or Borrowing Base Certificate shows excess Availability over \$10 million, then the Debtors shall be entitled to remove the excess amount from the segregated account(s) holding the True Up Deposit. The True Up Deposit, if any, shall constitute ABL Priority Collateral.

(e) ABL Cash Collateral Termination Event. Upon the occurrence of any of the below events ( a “Cash Collateral Termination Event”), the Prepetition ABL Secured Parties may terminate their consent to the Debtors’ use of ABL Cash Collateral in accordance with this paragraph 23(e) (unless the Prepetition ABL Facility Obligations and related Adequate Protection Obligations have been paid in full) on not less than five (5) business days’ notice to (i) the Debtors’ lead restructuring counsel, (ii) the U.S. Trustee, (iii) counsel to the Creditors’ Committee (if any), (iv) counsel to the DIP Agent, (v) counsel to the Ad Hoc Group, (vi) counsel to the Prepetition ABL Agent, (vii) counsel to the Prepetition First-Out/Second-Out Agent, (viii) counsel to the Prepetition First-Out Notes Agent, and (ix) counsel to the Prepetition Third-Out Notes Agent (such five (5) business day period, the “ABL Remedies Notice Period”), unless the Court orders otherwise; *provided* that, during the ABL Remedies Notice Period, the Debtors, the Creditors’ Committee (if any) and/or any party in interest shall be entitled to seek an emergency hearing (with the Prepetition ABL Agent consenting to such emergency hearing) before the Court for the purpose of contesting whether, in fact, a Cash Collateral Termination Event has occurred and is continuing or to obtain non-consensual use of Cash Collateral; *provided, further*, that, if a request for such

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hearing is made prior to the end of the ABL Remedies Notice Period, the ABL Remedies Notice Period shall be continued until the Court hears and rules with respect thereto: (w) the occurrence of an Event of Default (as defined in the DIP Credit Agreement) and/or an Event of Default under this Interim Order and/or the occurrence of a DIP Termination Event; (x) the failure to make any payment to the Prepetition ABL Agent required pursuant to paragraph 16 hereof within five (5) business days after such payment becomes due and payable in accordance with the terms of this Interim Order, including paragraph 28; (y) the failure to deliver any reports or other information to the Prepetition ABL Agent required pursuant to paragraph 16 hereof within five (5) business days after such reports or other information is required or otherwise to comply with the terms of the Adequate Protection Obligations owed to the Prepetition ABL Agent as provided for herein; or (z) the failure to comply with any of the Prepetition ABL Cash Collateral Covenants, subject to any applicable grace periods (*provided* that such grace period may run concurrently with the five (5) business day ABL Remedies Notice Period) or cure rights set forth in the Prepetition ABL Credit Agreement. At the end of the ABL Remedies Notice Period, the Prepetition ABL Secured Parties' consent to the Debtors' use of Cash Collateral constituting ABL Priority Collateral shall terminate unless the Court orders otherwise. The automatic stay pursuant to Bankruptcy Code section 362 shall be automatically modified with respect to the Prepetition ABL Secured Parties at the end of the ABL Remedies Notice Period without further notice or order of the Court, and the Prepetition ABL Secured Parties may exercise such rights and remedies with respect to the ABL Priority Collateral in accordance with this Interim Order, the Prepetition ABL Facility

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Documents, and the Prepetition Intercreditor Agreements, unless (a) the Prepetition ABL Agent (acting at the direction of the applicable requisite lenders) elects otherwise in a written notice to the Debtors, and/or (b) the Court has determined that an ABL Cash Collateral Termination Event has not occurred and/or is not continuing or the Court orders otherwise; *provided* that any such relief shall remain subject to the Carve Out and to any order of the Court entered after the emergency hearing. All other ABL Priority Collateral shall be treated in accordance with the Prepetition ABL Credit Agreement or in accordance with an agreement negotiated in good faith by the Debtors and the Prepetition ABL Agent.

(f) Notwithstanding anything in this Order to the contrary, the Debtors shall be deemed to first expend the proceeds of the DIP Loans before the ABL Cash Collateral, and any expenditures of the Debtors from pools of ABL Cash Collateral and other Cash Collateral (including, without limitation, commingled pools of ABL Cash Collateral and other Cash Collateral) shall be deemed to be expended first from Cash Collateral other than ABL Cash Collateral.

24. Preservation of Rights Granted Under This Interim Order. Subject in all respects to paragraph 26 hereof:

(a) Other than the Carve Out, the Permitted Liens and other claims and liens expressly granted by this Interim Order or as permitted pursuant to the DIP Documents, no claim or lien having a priority superior to or *pari passu* with those granted by this Interim Order to the DIP Secured Parties, or the Prepetition Secured Parties, respectively, shall be granted or allowed

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while any of the DIP Obligations, the Adequate Protection Obligations and the Prepetition Secured Obligations remain outstanding. Except as otherwise expressly provided in the DIP Documents or this Interim Order and as set forth in **Exhibit 2** hereto, and subject to the Carve Out and Permitted Liens in all respects, the DIP Liens and the Adequate Protection Liens shall not be: (i) subject or subordinate to any lien or security interest that is avoided and preserved for the benefit of the Estates under Bankruptcy Code section 551; (ii) subordinated to or made pari passu with any other lien or security interest, whether under Bankruptcy Code section 364(d) or otherwise; (iii) subordinated to or made pari passu with any liens arising after the Petition Date including any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors; and (iv) subject or subordinate to any intercompany or affiliate liens or security interests against the Debtors.

(b) Notwithstanding any order that may be entered dismissing or converting any of the Chapter 11 Cases under Bankruptcy Code section 1112 or otherwise: (i) the Carve Out, the DIP Superpriority Claims, the DIP Liens, the Adequate Protection Liens and the Adequate Protection 507(b) Claims shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order (and that such liens and claims shall, notwithstanding such dismissal, remain binding on all parties in interest) until all DIP Obligations and Adequate Protection Obligations shall have been paid in full; (ii) the other rights granted by this Interim Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such

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dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph 24 and otherwise in this Interim Order.

(c) Notwithstanding any reversal, modification, vacation or stay of any provision of this Interim Order, the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges and benefits granted in Bankruptcy Code section 364(e), this Interim Order and the DIP Documents.

(d) Except as expressly provided in this Interim Order or in the DIP Documents, the Carve Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations (including the Prepetition ABL Cash Collateral Covenants) and all other rights and remedies of the DIP Agent, the DIP Lenders and the Prepetition Secured Parties granted by the provisions of this Interim Order and the DIP Documents shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, or terminating the joint administration of these Chapter 11 Cases or any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to Bankruptcy Code section 363(b) (except to the extent permitted by the DIP Documents); or (iii) except as expressly provided therein, the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases, and, pursuant to Bankruptcy Code section 1141(d)(4), the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Interim Order and the DIP Documents shall continue in these Chapter 11 Cases and in any Successor Cases, and the Carve

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Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations (including the Prepetition ABL Cash Collateral Covenants) and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim Order and the DIP Documents shall continue in full force and effect until the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) are paid in full, as set forth herein and in the DIP Documents, and the DIP Commitments have been terminated. Subject to the rights and limitations set forth in paragraph 26, any successor to the Debtors (including any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors or any other estate representative with expanded powers appointed in the Chapter 11 Cases or any Successor Cases) shall be bound by the terms of this Interim Order and the Final Order to the same extent as the Debtors, including with respect to the Stipulations.

25. Releases. Subject to the rights and limitations set forth in paragraph 26 with respect to the Prepetition Secured Parties, each of the Debtors and the Estates, on their own behalf and on behalf of each of their predecessors, successors and assigns shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably and fully forever release, remise, acquit, relinquish, irrevocably waive and discharge (a) effective upon entry of this Interim Order, each of the DIP Lenders, the DIP Agent and (b) subject to the entry of the Final Order, each of the Prepetition Secured Parties, and (c) effective upon entry of this Interim Order or subject to entry of the Final Order (as applicable) each of their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors,



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shareholders, managers, consultants, accountants, attorneys, affiliates, predecessors and predecessors in interest, each solely in their capacities as such (the “Released Parties”), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending or threatened including all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract (under U.S. laws), of every nature and description that exist on the date hereof arising out of, relating to or in connection with any of the (a) the Prepetition Secured Facilities Documents or the transactions contemplated under such documents and (b) the DIP Documents or the transactions contemplated under such documents, including (i) any so-called “lender liability” or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code and (iii) any and all claims and causes of action regarding the validity, priority, perfection or availability of the liens of the Prepetition Secured Parties (including Avoidance Actions subject to and effective upon entry of the Final Order), other than claims and causes of action arising from the gross negligence, fraud, bad faith or willful misconduct of the Released Parties.

26. Effect of Stipulations on Third Parties.

(a) The Debtors’ acknowledgments, stipulations and releases set forth in paragraph G and 25 of this Interim Order (collectively, the “Stipulations”) shall be binding on the

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Debtors, the Estates and their respective representatives, successors and assigns in all circumstances. The Stipulations contained in this Interim Order shall be binding upon all other parties in interest and all of their respective successors and assigns, including any chapter 7 or chapter 11 trustee (a “Trustee”) and any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, including the Creditors’ Committee (if any) and any other person or entity acting or seeking to act on behalf of the Estates in all circumstances and for all purposes, unless the Creditors’ Committee, if any, or any other party in interest (including any Trustee), in each case, with requisite standing, has duly and timely filed an adversary proceeding or contested matter (each, a “Challenge”) challenging the validity, perfection, enforceability, allowability, priority or extent of the obligations under the Prepetition Secured Facilities Documents or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties in connection with any matter related to the Prepetition Secured Facilities Documents (collectively, the “Claims and Defenses”) by no later than the earlier of (x) seventy-five (75) calendar days from the entry of this Interim Order or (y) the date on which objections to confirmation of the Debtors’ chapter 11 plan are due (the “Challenge Deadline” and, such period, the “Challenge Period”); *provided, further*, that any Trustee appointed prior to the expiration of the Challenge Period will have the longer of (x) the remaining Challenge Period and (y) forty-five (45) days from the date of such Trustee’s appointment to commence a Challenge, or such other time as ordered by the Court solely with respect to any such Trustee. Subject to and effective upon the entry of the Final Order, the timely

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filing of a motion seeking standing to file a Challenge before the termination of the Challenge Period shall toll the Challenge Deadline only as to the party that timely filed such standing motion and only with respect to the specific Challenges identified in such standing motion until such motion is resolved or adjudicated by the Court. Any pleadings, including, but not limited to, the complaint, filed in any Challenge proceeding shall set forth with specificity the basis for such Challenge (and any Challenge not so specified prior to the Challenge Deadline shall be deemed forever waived, released and barred). The Court may fashion any appropriate remedy following a successful Challenge.

(b) If no Challenge is timely and properly filed prior to the expiration of the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then without further order of this Court (x) the obligations in respect of the Prepetition Secured Facilities Documents shall constitute allowed claims, not subject to any Claims and Defenses (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, “claim” (as defined by Bankruptcy Code section 101(5)), impairment, subordination (whether equitable, contractual or otherwise) or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in these Chapter 11 Cases and any subsequent chapter 7 cases; (y) the Prepetition Liens shall not be subject to any other or further Challenge, including any Claims and Defenses, which shall be deemed to be forever waived and barred, and all parties in interest shall be enjoined from seeking to exercise

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the rights of the Estates, including any successor thereto (including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period); and (z) the Stipulations shall be of full force and effect and forever binding upon the applicable Debtor's estate and all creditors, interest holders and other parties in interest in these Chapter 11 Cases and any Successor Cases.

(c) If any Challenge is timely filed prior to the expiration of the Challenge Period, (i) the Stipulations contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on the Creditors' Committee, if any, any other statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, any other person or party in these cases, including any Trustee, and any other person or entity acting or seeking to act on behalf of the Estates, except as to any such findings and admissions that were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction, and (ii) any Claims and Defenses not brought in a timely filed Challenge shall be forever barred; *provided* that, if and to the extent any Challenges to a particular Stipulation or admission are withdrawn, denied or overruled by a final non-appealable order, such Stipulation also shall be binding on the Estates and all parties in interest. Nothing in this Interim Order vests or confers on any person, including a Creditors' Committee (if any), standing or authority to pursue any cause of action belonging to the Debtors or the Estates, including Challenges with respect to the Stipulations, and all rights to object to such standing are expressly reserved.

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27. Expenses and Indemnification of DIP Agent and the DIP Lenders.

(a) All reasonable and documented out-of-pocket expenses and administrative fees, to the extent applicable, for each of the DIP Agent and the DIP Lenders (as set forth below), including in connection with (i) the preparation, negotiation and execution of the DIP Documents, whether or not the DIP Facility is successfully consummated; (ii) the syndication and funding of the DIP Loans; (iii) the creation, perfection or protection of the DIP Liens (including all related search, filing and recording fees), if any; and (iv) the ongoing administration of the DIP Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto and the enforcement, collection and repayment of the DIP Obligations contemplated thereunder) (collectively, the “DIP Fees and Expenses”), are to be paid by the Loan Parties in accordance with paragraph (b), including, for the avoidance of doubt, all reasonable documented fees, costs and expenses of (1) counsel to the DIP Agent, ArentFox Schiff LLP, and one local counsel in each other appropriate jurisdiction, (2) counsel to the Ad Hoc Group, Akin Gump Strauss Hauer & Feld LLP, New Jersey local counsel, and one local counsel in each other appropriate jurisdiction (and, in the case of an actual or perceived conflict of interest where the person affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm or counsel for all such affected persons (taken as a whole)), (3) the investment bankers to the Ad Hoc Group, Centerview Partners LLC, (4) Kirkland & Ellis LLP, as counsel solely to Ad Hoc Group member Clearlake Capital Group, and (5) Katten Muchin Rosenman LLP, as legal counsel to the Fronting Lender.

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(b) In addition, the Loan Parties will indemnify the DIP Lenders, the DIP Agent and their respective Indemnitees or Indemnified Persons (as such terms are defined in the applicable DIP Documents) (the “Indemnified Parties”), and hold them harmless from and against all reasonable and documented out-of-pocket costs, expenses (with respect to legal fees and expenses, limited to the reasonable and documented out-of-pocket legal fees and expenses of one primary counsel and one local counsel for each of (i) the DIP Agent and (ii) the Ad Hoc Group), liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility, and such other liabilities as set forth in, in accordance with and subject to the limitations of the DIP Documents; *provided* that no Indemnified Parties will be indemnified for any losses, claims, damages, liabilities or related expenses to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Parties.

28. Payment of Fees and Expenses. The payment of the fees, expenses and disbursements pursuant to this Interim Order (to the extent incurred after the Petition Date) shall be made after ten (10) business days (the “Review Period”) (which time period may be extended by the applicable professional) following the receipt by: (i) counsel for the Debtors, (ii) counsel for the Creditors’ Committee, if any, and (iii) the U.S. Trustee (collectively, the “Fee Notice Parties”) of invoices therefor (the “Invoiced Fees”) and without the necessity of filing formal fee applications with the Court, including such amounts arising before, on or after the Petition Date.

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The Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of these Chapter 11 Cases, and such invoice summary shall not be required to contain individual time entries or detail, but shall include a general, brief description of the nature of the matters for which services were performed, and may be in summary form only, and may include redactions to protect privileged, confidential or proprietary information; *provided* that the Debtors, the U.S. Trustee and the Creditors' Committee (if appointed) may request additional information regarding the Invoiced Fees during the Review Period. The Fee Notice Parties may object to any portion of the Invoiced Fees (the "Disputed Invoiced Fees") within the Review Period by filing with the Court a motion or other pleading, on at least ten (10) days' prior written notice of any hearing on such motion or other pleading, setting forth the specific objections to the Disputed Invoiced Fees in reasonable narrative detail and the bases for such objections; *provided* that only the Disputed Invoiced Fees shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court; *provided, further*, that payment of any undisputed portion of Invoiced Fees shall be promptly paid within five (5) days following the expiration of the Review Period. If no objection to the Invoiced Fees is filed within the Review Period, then such Invoiced Fees shall be promptly paid, without further approval of, or application to, the Court or notice to any other party, and, in any case, within five (5) days following the expiration of the Review Period and shall not be subject to any further review, challenge or disgorgement. Subject to entry of the Final Order, any and all fees, costs and expenses paid prior to the Petition Date by any of the Debtors (i) to the DIP Agent or the other

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DIP Secured Parties (or any of their respective professionals) or (ii) to the Prepetition Secured Parties (or any of their respective professionals), are hereby approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtors or any other person. The DIP Fees and Expenses and the Adequate Protection Fees and Expenses incurred prior to, and which are unpaid as of, the Closing Date (as defined in the applicable DIP Documents) shall be indefeasibly paid by the Debtors upon the occurrence of the Closing Date without the applicable parties' first being required to deliver an invoice to the Fee Notice Parties for a Review Period as set forth in this paragraph; *provided* that the applicable parties shall deliver such an invoice to the Fee Notice Parties promptly following the Closing Date.

29. Limitation on Use of the DIP Facility, the DIP Collateral and the Prepetition Collateral (Including Cash Collateral). Notwithstanding anything herein or in any other order of this Court to the contrary, none of the DIP Loans (including any disbursements set forth in the Approved Budget or obligations benefitting from the Carve Out), the DIP Collateral, the Prepetition Collateral, any Cash Collateral or the Carve Out (other than the Investigation Budget Cap (as defined herein)) may be used directly or indirectly, including through reimbursement of professional fees of any non-Debtor party, for any of the following (each such prohibited use, a "Prohibited Action"): (a) investigate, analyze, commence, prosecute, threaten, litigate, object to, contest or challenge in any manner or raise any defenses to the validity, perfection, priority, extent or enforceability of any amount due under the DIP Documents, the Prepetition Secured Facilities



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Documents or the liens or claims granted under this Interim Order, the DIP Documents or the Prepetition Secured Facilities Documents, including the Prepetition Liens and the DIP Liens, or any mortgage, security interest or lien with respect thereto, or any other rights or interests or replacement liens with respect thereto or any other rights or interests of the DIP Agent, the other DIP Secured Parties or the Prepetition Secured Parties, (b) assert any claims, counterclaims, offset and/or defenses, including any Avoidance Actions, or any other causes of action against any of the DIP Secured Parties, the Prepetition Secured Parties or, in each case, their respective agents, affiliates, subsidiaries, directors, officers, employees, representatives, attorneys or advisors (other than with respect to the failure of any of the DIP Secured Parties to perform its obligations under, or comply with the terms of, the DIP Commitment Letter or any of the DIP Documents), including, in the case of each (a) and (b), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise, (c) prevent, hinder or otherwise delay the DIP Agent's or the Prepetition Secured Agents' assertion, enforcement or realization on the DIP Collateral or the Prepetition Collateral, in accordance with the DIP Documents or this Interim Order, the applicable Prepetition Secured Facilities Documents (subject to the Prepetition Intercreditor Agreements), the exercise of rights by the DIP Agent or a Prepetition Secured Agent once an Event of Default has occurred and is continuing or any other rights or interests of any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties following the occurrence of a DIP Termination Event or a Cash Collateral Termination Event and after the relevant Notice Period, in each case to the extent

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permitted under the DIP Documents, this Interim Order or the Prepetition Secured Facilities Documents, as applicable, (d) seek to subordinate (other than to the Carve Out or as set forth in this Interim Order) or recharacterize the DIP Obligations or any of the Prepetition Secured Obligations or to disallow or avoid any claim, mortgage, security interest, lien or replacement lien or payment thereunder, (e) seek to modify any of the rights granted to the DIP Agent, the DIP Lenders or any of the Prepetition Secured Parties hereunder or under the DIP Documents or Prepetition Secured Facilities Documents, in the case of each of the foregoing clauses (a) through (e), without such party's prior written consent, (f) pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court or otherwise permitted under the DIP Documents, or (g) pay allowed Professional Fees, disbursements, costs or expenses incurred by any person, including the Creditors' Committee (if any), in connection with any of the foregoing; *provided* that, for the avoidance of doubt, the foregoing limitations shall not apply to defending against a Prohibited Action. The "Investigation Budget Cap" means a cap of \$75,000.00 with respect to allowed Professional Fees to be incurred by the Creditors' Committee (if any) to investigate, but not prosecute, under the investigation budget.

30. Loss or Damage to Collateral. Nothing in this Interim Order, the DIP Documents or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, any DIP Lender or any Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their restructuring efforts. So long

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as the DIP Agent, the DIP Lenders and the Prepetition Secured Parties comply with their obligations under the DIP Documents and this Interim Order and their obligations, if any, under applicable law (including the Bankruptcy Code), (a) the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person and (b) all risk of loss, damage or destruction of the DIP Collateral shall be borne by the Debtors.

31. Reservation of Rights Under the Prepetition Intercreditor Agreements. Pursuant to Bankruptcy Code section 510, the Prepetition Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Secured Facilities Documents (i) shall remain in full force and effect, (ii) shall continue to govern the relative priorities, rights and remedies of the Prepetition Secured Parties (including the relative priorities, rights and remedies of such parties with respect to the replacement liens and administrative expense claims and superpriority administrative expense claims granted, or amounts payable, by the Debtors under this Interim Order or otherwise and the modifications of the automatic stay) and (iii) shall not be deemed to be amended, altered or modified by the terms of this Interim Order or the DIP Documents, unless expressly set forth herein or therein. Failure to reference the Prepetition Intercreditor Agreements in any provision herein or in the DIP Documents shall not limit the effectiveness of the Prepetition Intercreditor Agreements in any respect.

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32. Letters of Credit.

(a) The Debtors and any applicable letter of credit providers, including any Prepetition ABL Secured Parties, are authorized, but not required or directed, to extend, renew, or replace any letters of credit issued prior to the Petition Date that may expire during these Chapter 11 Cases or issue new letters of credit during these Chapter 11 Cases (pursuant to the terms set forth below in paragraph 32(b) herein) in accordance with the terms of the DIP Documents, and pursuant to, as applicable, the Prepetition ABL Facility Documents or any standalone letter of credit agreements with applicable issuers, including any Prepetition ABL Secured Parties. The Debtors are also authorized, but not directed, to take any reasonable related actions, including the pledge of cash collateral in support of any new letters of credit, subject to paragraph 32(b) herein, and granting any related security interests and paying any related fees. For the avoidance of doubt, no Prepetition ABL Secured Party or any other Prepetition Secured Party is required to extend, renew or replace any letters of credit.

(b) To the extent that the Debtors request that an Issuing Bank (as defined in the Prepetition ABL Facility Credit Agreement) issue a Letter of Credit (as defined in the Prepetition ABL Facility Credit Agreement) under the Prepetition ABL Facility Documents after the Petition Date, then prior to the issuance of any such Letter of Credit, the Debtors shall be required to (i) deposit in Cash with the Prepetition ABL Agent two percent (2%) of the face amount of such Letter of Credit in order to cash collateralize the Issuing Bank's exposure related to such Letter of Credit; and (ii) permanently repay the outstanding principal balance of the Prepetition ABL

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Facility by an amount equivalent to the face amount of such Letter of Credit. In addition, to the extent that an Issuing Bank issued a Letter of Credit under the Prepetition ABL Facility Credit Agreement on behalf of a Debtor within thirty (30) days prior to the Petition Date, the Debtors shall, within one (1) business day after entry of this Interim Order, deposit Cash with the Prepetition ABL Agent two percent (2%) of the face amount of such Letter of Credit in order to cash collateralize the Issuing Bank's exposure related to such Letter of Credit. For the avoidance of doubt, to the extent the beneficiary of a Letter of Credit issued by an Issuing Bank draws on the Letter of Credit during the pendency of the Chapter 11 Cases, then the Issuing Bank is permitted, without either having to first seek relief from the automatic stay or any other form of supplementary relief from the Court, to exercise any and all remedies under the Prepetition ABL Facility Documents against the cash collateral provided to the Prepetition ABL Agent in order to make itself whole with regard to any amounts it paid to the beneficiary of the subject Letter of Credit.

(c) For the avoidance of doubt, (i) consistent with Section 2.13(d) of the Prepetition ABL Facility Credit Agreement, Prepetition ABL Lenders shall be deemed to have purchased from the Issuing Bank their ratable participation in any newly-issued Letter of Credit issued consistent with the terms of paragraph 32(b) of this Order, and (ii) the Debtors' obligations to the Prepetition ABL Secured Parties related to any such Letter of Credit shall be secured by the ABL Priority Collateral as well as any cash collateral provided by the Debtors pursuant to the terms of this Order,

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which cash collateral shall be free and clear of any liens, except for liens in favor of the Prepetition ABL Secured Parties.

33. Interim Order Governs. In the event of any inconsistency between the provisions of this Interim Order and the DIP Documents, the provisions of this Interim Order shall govern.

34. Binding Effect; Successors and Assigns. The DIP Documents and the provisions of this Interim Order, including all findings herein, shall be binding, subject to paragraph 26 of this Interim Order, upon all parties in interest in these Chapter 11 Cases, including the DIP Agent, the DIP Lenders, the Prepetition Secured Parties, the Creditors' Committee (if any), any non-statutory committees appointed or formed in these Chapter 11 Cases, the Debtors and their respective successors and assigns (including any Trustee, an examiner appointed pursuant to Bankruptcy Code section 1104 or any other fiduciary with expanded powers appointed as a legal representative of any of the Debtors or with respect to the property of any Estate) and shall inure to the benefit of the DIP Agent, the DIP Lenders, the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided, however*, that the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) or to extend any financing to any Trustee or similar responsible person appointed for the Estates.

35. Limitation of Liability. In determining to make any loan or other extension of credit under the DIP Documents, to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the DIP Documents, none of the

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DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall (i) be deemed to be in “control” of the operations or participating in the management of the Debtors; (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; and (iii) be deemed 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 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).

36. Master Proof of Claim.

(a) Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or any Successor Cases to the contrary, the DIP Agent, the DIP Lenders and the Prepetition Secured Parties are not required to file proofs of claim or requests for administrative expenses in any of the Chapter 11 Cases or Successor Cases on behalf of themselves or other Prepetition Secured Parties for any claims allowed herein, including any claims arising under the DIP Documents or the Prepetition Secured Facilities Documents, including without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Secured Facilities Documents. The Stipulations, admissions and acknowledgments and the provisions of this Interim Order shall be deemed sufficient to and do constitute (as applicable) timely proofs of claim or timely requests for administrative expenses for the DIP Agent, the DIP Lenders and the Prepetition Secured Parties with regard to all claims allowed herein, including any claims arising under the DIP Documents, the Prepetition Secured

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Facilities Documents or the Adequate Protection Obligations, in each case in respect of such debt and secured status. Any order entered by the Court in relation to the establishment of a bar date in any of the Cases or Successor Cases shall not apply to any claim of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties.

(b) In order to facilitate the processing of claims, to ease the burden upon the Court and to reduce an unnecessary expense to the Estates, the DIP Agent and each of the Prepetition Secured Agents is authorized, but not directed, in its sole discretion, to file in the Debtors' lead chapter 11 case, *In re United Site Services, Inc.* (the "Lead Case"), a single master proof of claim on behalf of its respective DIP Secured Parties or Prepetition Secured Parties, as applicable, on account of any and all of their respective claims arising under the applicable DIP Documents or Prepetition Secured Facilities Documents and hereunder (each, a "Master Proof of Claim") against each applicable Debtor. Upon the filing of a Master Proof of Claim by the DIP Agent or a Prepetition Secured Agent in the Lead Case, the DIP Secured Parties or applicable Prepetition Secured Parties, and each of their respective successors and assigns, shall be deemed to have filed a proof of claim and a request for administrative expenses against each of the Debtors in the amount set forth in such Master Proof of Claim for such DIP Secured Parties or Prepetition Secured Parties in respect of their claims against each of the Debtors of any type or nature whatsoever with respect to the DIP Documents and applicable Prepetition Secured Facilities Documents, and such Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim and a separate request for administrative expense in each of these Chapter 11 Cases.



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The Master Proofs of Claim shall not be required to identify any DIP Secured Party or Prepetition Secured Party by its name (other than the DIP Agent or applicable Prepetition Secured Agent) or identify whether any DIP Secured Party or Prepetition Secured Party acquired its claim from another party and the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph 36 and the filing of any Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of any DIP Secured Party or Prepetition Secured Party (or its respective successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases. The DIP Agent and the Prepetition Secured Agents shall not be required to attach to their respective Master Proofs of Claim any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable DIP Secured Parties and Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the DIP Agent and Prepetition Secured Agents, as applicable. Any Master Proof of Claim filed by the DIP Agent or any Prepetition Secured Agent shall be deemed to be in addition to and not in lieu of any other proof of claim or request for administrative expenses that may be filed by any of the DIP Secured Parties or Prepetition Secured Parties.

37. Information and Other Covenants. The Loan Parties shall comply in all material respects with the reporting requirements set forth in the DIP Documents. Until such time as all DIP Obligations (other than contingent indemnification obligations as to which no claim has been

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asserted) are paid in full, and subject to Section 23 *supra*, the Debtors shall continue to use and maintain the cash management system in effect as of the Petition Date (the “Cash Management System”), as modified by this Interim Order and any order of the Court authorizing the continued use of the Cash Management System that is acceptable to the DIP Agent and the Required DIP Lenders, in accordance with the DIP Documents, and the Prepetition ABL Agent. Except as provided for in the DIP Documents (including with respect to any deposits or cash collateral permitted pursuant to the DIP Credit Agreement), the Debtors shall not open any new deposit or securities account that is not subject to the liens and security interests of each of the DIP Secured Parties, and any such accounts shall be subject to the lien priorities and other provisions set forth in this Interim Order.

38. Insurance. To the extent that any of the Prepetition Secured Parties is listed as additional insured and/or loss payee under the Borrower’s or Guarantors’ insurance policies, the DIP Agent is also deemed to be the additional insured and/or loss payee under such insurance policies and shall act in that capacity and distribute any proceeds recovered or received in respect of any such insurance policies, in each case, subject to the Carve Out, (x) in the case of proceeds of ABL Priority Collateral, first, to the payment of all Prepetition ABL Facility Obligations and all Adequate Protection Obligations owing to the Prepetition ABL Secured Parties, second, to the payment in full of the DIP Obligations and third, to the payment of the obligations arising under the Prepetition Secured Facilities Documents (other than the Prepetition ABL Facility Documents), in each case subject to and consistent with the relative rights and priorities set forth on **Exhibit 2**

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hereto and the Prepetition Intercreditor Agreements and (y) otherwise, first, to the payment in full of the DIP Obligations and second, to the payment of the obligations arising under the Prepetition Secured Facilities Documents, in each case subject to and consistent with the relative rights and priorities set forth on Exhibit 2 hereto and the Prepetition Intercreditor Agreements.

39. Effectiveness. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9014 or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Interim Order.

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

41. Payments Held in Trust. Except as expressly permitted in this Interim Order or the DIP Documents and subject to the Carve Out in all respects, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations under the DIP Documents, and termination of the commitments in accordance with the DIP Documents (other than contingent indemnification obligations as to which no claim has been asserted), such

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person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agent and the DIP Lenders based on the rights and priorities set forth on **Exhibit 2** hereto and shall immediately turn over such proceeds to the DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this Interim Order based on the rights and priorities set forth on **Exhibit 2** hereto.

42. Credit Bidding. Upon entry of this Interim Order, subject to Bankruptcy Code section 363(k), the terms of the DIP Documents, the applicable provisions of the Prepetition Intercreditor Agreements, and the rights and lien priorities set forth on **Exhibit 2** attached hereto: (i) the DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition First-Out/Second-Out Agent (at the direction of the Required Lenders (as defined in the Prepetition First-Out/Second-Out Credit Agreement)) shall each have the unconditional right to credit bid the aggregate outstanding DIP Obligations and Prepetition First-Out/Second-Out Obligations (including any amounts on account of the First-Out/Second-Out Adequate Protection 507(b) Claims), respectively, including any accrued interest and expenses thereon, during any sale of the Debtors' assets (in whole or in part), including sales occurring pursuant to Bankruptcy Code section 363 or included as part of any restructuring plan subject to confirmation under Bankruptcy Code section 1129(b)(2)(A)(ii)-(iii) (any of the foregoing sales or dispositions, a "Sale"), on a dollar-for-dollar basis in connection with any Sale of Fixed Asset Priority Collateral (or the postpetition equivalent thereof); (ii) the Prepetition ABL Agent (at the direction of the "Required Lenders" (as defined in the Prepetition ABL Facility Credit Agreement)) shall have the

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unconditional right to credit bid the aggregate outstanding Prepetition ABL Facility Obligations, including any accrued interest and expenses, during any Sale, on a dollar-for-dollar basis in connection with any Sale of ABL Priority Collateral; and (iii) if any Sale includes both prepetition or postpetition ABL Priority Collateral and Fixed Asset Priority Collateral and the DIP Secured Parties, Prepetition First-Out/Second-Out Secured Parties and Prepetition ABL Secured Parties, as applicable, are unable after negotiating in good faith to agree on the allocation of the purchase price between the prepetition or postpetition ABL Priority Collateral and Fixed Asset Priority Collateral, any of their respective agents may apply to the Court to make a determination of such allocation consistent with the terms of the applicable Prepetition Intercreditor Agreements, this Interim Order and the Final Order. The DIP Agent, the Prepetition First-Out/Second-Out Agent and the Prepetition ABL Agent shall have the absolute right to assign, sell or otherwise dispose of their respective rights to credit bid to any acquisition entity or joint venture formed in connection with such bid. Any of the DIP Agent, the Prepetition First-Out/Second-Out Agent and the Prepetition ABL Agent, in their respective capacities as such, shall be deemed to be a qualified bidder (or such analogous term or capacity) in connection with any Sale, and the Debtors shall not object to any of the DIP Agent, the Prepetition ABL Agent or Prepetition First-Out/Second-Out Agent credit bidding the full amount of the then outstanding DIP Obligations, Prepetition ABL Facility Obligations, or Prepetition First-Out/Second-Out Obligations (including any Adequate Protection Obligations, as applicable), respectively.

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43. Joint and Several. The Debtors are jointly and severally liable for the DIP Obligations and all other obligations hereunder.

44. No Waiver by Failure to Seek Relief. The failure of the DIP Secured Parties or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Documents, the Prepetition Secured Facilities Documents 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 Agent, DIP Lenders or Prepetition Secured Parties.

45. Necessary Action. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order and the transactions contemplated hereby.

46. Retention of Jurisdiction. The Court shall retain jurisdiction to enforce the provisions of this Interim Order.

47. Final Hearing. The Final Hearing is scheduled for **February 3, 2026, at 10:00 a.m. (Eastern Time)** before this Court; *provided* that the Final Hearing may be adjourned or otherwise postponed upon the Debtors' filing of a notice of such adjournment.

48. Objections. Any party in interest objecting to the relief sought at the Final Hearing shall file and serve written objections, which objections shall be served upon (a) the Debtors, 118 Flanders Road, Suite 1000, Westborough, MA 01581, Attn.: John Hafferty (Haff@unitedsiteservices.com); (b) proposed counsel to the Debtors, Milbank LLP, 55 Hudson Yards, New York, NY 10001, Attn.: Dennis Dunne (DDunne@milbank.com), Sam Khalil

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Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-23630 (MBK)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief

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Court may enter the Final Order without holding the Final Hearing. Supplemental briefing as

stated on the record at the Interim Hearing shall be filed by **January 28, 2026**.



**Exhibit 1**

**Prepetition Lien Priorities**

<b>Fixed Asset Priority Collateral</b>	<b>ABL Priority Collateral</b>
Prepetition 2024 First Lien Facilities Liens Prepetition Amended Term Loan Liens Prepetition Intercompany Liens	Prepetition ABL Liens
Prepetition ABL Liens	Prepetition 2024 First Lien Facilities Liens Prepetition Amended Term Loan Liens Prepetition Intercompany Liens

## **Exhibit 2**

### **Lien Priorities on DIP Collateral**

The DIP Liens, the Adequate Protection Liens and the Prepetition Liens shall in each case be subject to the Carve Out (both as to lien priority on the DIP Collateral and to priority of payment) and otherwise have the following priority on the DIP Collateral and the applicable Prepetition Collateral at the applicable Debtor entities obligated on the DIP Obligations or the applicable Prepetition Secured Obligations, in each case subject to the terms of the Prepetition Intercreditor Agreements, any other intercreditor, subordination or similar agreement, as applicable:<sup>1</sup>

<b>DIP Collateral (other than Fixed Asset Priority Collateral and ABL Priority Collateral)</b>	<b>Fixed Asset Priority Collateral</b>	<b>ABL Priority Collateral</b>
Carve Out	Carve Out	Carve Out
Permitted Liens <i>(solely as to applicable collateral)</i>	Permitted Liens <i>(solely as to applicable collateral)</i>	Permitted Liens <i>(solely as to applicable collateral)</i>
DIP Liens	DIP Liens	ABL Adequate Protection Liens
Adequate Protection Liens	First-Out/Second-Out Adequate Protection Liens First-Out Notes Adequate Protection Liens Amended Term Loan Adequate Protection Liens Third-Out Notes Adequate Protection Liens	Prepetition ABL Liens
	Prepetition 2024 First Lien Facilities Liens Prepetition Amended Term Loan Liens Prepetition Intercompany Liens	DIP Liens
	ABL Adequate Protection Liens	First-Out/Second-Out Adequate Protection Liens First-Out Notes Adequate Protection Liens Amended Term Loan Adequate Protection Liens Third-Out Notes Adequate Protection Liens
	Prepetition ABL Liens	Prepetition 2024 First Lien Facilities Liens Prepetition Amended Term Loan Liens Prepetition Intercompany Liens

<sup>1</sup> The application of proceeds of any DIP Collateral and Prepetition Collateral shall be subject in all respects to the payment priorities set forth in the Prepetition Intercreditor Agreements.

**Exhibit 3**

**Initial Approved Budget**

Week # Week Ending	1	2	3	4	5	6	7	8	9	10	11	12	13	13 Weeks 1/3 - 3/28
	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	

DIP BUDGET (\$ in millions)														
Operating Receipts	\$13.0	\$15.7	\$15.7	\$11.5	\$15.7	\$17.0	\$17.0	\$13.6	\$17.0	\$15.2	\$15.2	\$15.2	\$15.2	\$196.8
Non-Operating Receipts	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Total Receipts	13.0	15.7	15.7	11.5	15.7	17.0	17.0	13.6	17.0	15.2	15.2	15.2	15.2	196.8
Operating Payments	(26.9)	(13.9)	(13.4)	(11.6)	(15.8)	(15.5)	(17.6)	(12.2)	(18.1)	(8.3)	(14.4)	(11.1)	(14.6)	(193.3)
Capital Expenditures	(0.1)	(0.9)	(0.9)	(0.9)	(0.9)	(0.9)	(0.9)	(0.9)	(0.9)	(0.7)	(0.7)	(0.7)	(0.7)	(10.5)
Operating Payments & Capital Expenditures	(26.9)	(14.8)	(14.3)	(12.6)	(16.7)	(16.4)	(18.5)	(13.1)	(19.0)	(9.1)	(15.1)	(11.9)	(15.3)	(203.8)
Operating Cash Flow	(14.0)	0.8	1.3	(1.1)	(1.0)	0.6	(1.5)	0.5	(2.0)	6.1	0.1	3.3	(0.1)	(6.9)
Restructuring	(2.1)	(1.7)	(1.7)	(2.5)	(1.9)	(2.4)	(2.4)	(6.2)	(2.6)	(1.9)	(1.9)	(5.7)	(1.9)	(34.8)
Debt Service	(0.3)	(0.6)	(0.5)	(0.1)	(0.1)	(0.8)	(0.1)	(0.0)	(0.0)	(2.0)	(0.1)	(0.0)	(0.0)	(4.6)
Other Non-Operational	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.0)	(0.0)	(0.0)	(0.0)	(0.6)
Non-Operating Payments	(2.5)	(2.3)	(2.2)	(2.6)	(2.1)	(3.2)	(2.6)	(6.3)	(2.6)	(4.0)	(2.0)	(5.8)	(2.0)	(40.1)
Net Cash Flow	(\$16.5)	(\$1.5)	(\$0.9)	(\$3.7)	(\$3.1)	(\$2.7)	(\$4.1)	(\$5.8)	(\$4.7)	\$2.2	(\$2.0)	(\$2.4)	(\$2.1)	(\$47.9)
Cash Balance - Beginning	5.6	51.7	44.2	42.6	38.6	35.4	90.3	86.2	80.5	75.8	78.0	76.0	73.6	\$5.6
Net Cash Flow	(16.5)	(1.5)	(0.9)	(3.7)	(3.1)	(2.7)	(4.1)	(5.8)	(4.7)	2.2	(2.0)	(2.4)	(2.1)	(47.9)
(+) DIP Facility Borrowings	62.5	--	--	--	--	57.5	--	--	--	--	--	--	--	120.6
(-) Letters of Credit	--	(6.0)	(0.7)	(0.4)	--	--	--	--	--	--	--	--	--	(7.1)
Cash Balance - Ending	\$51.7	\$44.2	\$42.6	\$38.6	\$35.4	\$90.3	\$86.2	\$80.5	\$75.8	\$78.0	\$76.0	\$73.6	\$71.5	\$71.5
LIQUIDITY														
Cash - Ending Balance	51.7	44.2	42.6	38.6	35.4	90.3	86.2	80.5	75.8	78.0	76.0	73.6	71.5	71.5
Restricted ABL Cash	--	--	--	--	--	--	--	--	--	--	--	(2.5)	(2.5)	(2.5)
Total Net Liquidity	\$51.7	\$44.2	\$42.6	\$38.6	\$35.4	\$90.3	\$86.2	\$80.5	\$75.8	\$78.0	\$76.0	\$71.1	\$69.0	\$69.0

NOTES

(1) Initial Approved Budget excludes chapter 11 exit costs such as transaction fees, accrued professional fees and accrued interest expenses that would be paid upon emergence from chapter 11.