IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Re: Docket No. 161, 176, 177, 279 & 343**

CERTIFICATION OF COUNSEL REGARDING FINAL ORDER (A) AUTHORIZING THE DEBTOR TO OBTAIN REPLACEMENT POSTPETITION FINANCING, (B) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (C) MODIFYING AUTOMATIC STAY, AND (D) GRANTING RELATED RELIEF

The undersigned hereby certifies as follows:

1. On July 22, 2026, Sangamo Therapeutics, Inc., as debtor and debtor-in-possession (the "**Debtor**") in the above-captioned chapter 11 case, filed the *Debtor's Motion for Entry of Interim and Final Orders (A) Authorizing the Debtor to Obtain Replacement Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Modifying Automatic Stay, (D) Scheduling Final Hearing, and (E) Granting Related Relief* [Docket No. 161] (the "**Replacement DIP Motion**")[2] with the United States Bankruptcy Court for the District of Delaware (the "**Court**").

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94084.

[2] Capitalized terms used but not defined herein shall have the meaning given to them in the Replacement DIP Motion.

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2. On July 23, 2026, following an initial hearing to consider the Replacement DIP Motion, the Court entered the *Interim Order (A) Authorizing the Debtor to Obtain Replacement Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Modifying Automatic Stay, (D) Scheduling Final Hearing, and (E) Granting Related Relief* [Docket No. 176] (the "**Interim Replacement DIP Order**") granting the relief requested in the Replacement DIP Motion on an interim basis. Attached to the Interim Replacement DIP Order as Exhibit 1 was the Replacement DIP Term Sheet (as defined in the Interim Replacement DIP Order).

3. Pursuant to the Interim Replacement DIP Order and *Notice of (A) Entry of Interim Order (A) Authorizing the Debtor to Obtain Replacement Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Modifying Automatic Stay, (D) Scheduling Final Hearing, and (E) Granting Related Relief; and (B) Final Hearing Thereon* [Docket No. 177], objections, if any, to the final relief requested in the Replacement DIP Motion were to be filed and served by no later than August 10, 2026, at 4:00 p.m. (ET) (the "**Objection Deadline**").

4. Prior to the Objection Deadline, Armistice Capital, LLC ("**Armistice**") filed the *Limited Objection to Final Financing Order* [Docket No. 279] (the "**Objection**") and the Debtor received certain informal comments (the "**Comments**") from the Official Committee of Unsecured Creditors (the "**Creditors' Committee**") and the Official Committee of Equity Holders (the "**Equity Committee**"). Other than the Comments, the Debtor received no other informal responses to the Motion, and, other than the Objection, no objection or responsive pleading to the Motion has appeared on the Court's docket in this chapter 11 case.

5. On August 19, 2026, the Debtor filed the *Notice of Filing of (I) Final Order (A) Authorizing the Debtor to Obtain Replacement Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Modifying the Automatic Stay, and (D) Granting Related Relief; and (II) DIP Credit Agreement* [Docket No. 343]. Attached thereto as Exhibit A was a proposed form of order granting the relief requested in the Replacement DIP Motion on a final basis (the "**Proposed Final Replacement DIP Order**"). Attached to the Proposed Final Replacement DIP Order as Exhibit 1 was the proposed form of Credit Agreement (as defined in the Proposed Final Replacement DIP Order).

6. On August 20, 2026, the Court held a hearing (the "**Hearing**") to consider, among other things, the entry of the Proposed Final Replacement DIP Order. At the Hearing, the Debtor requested that the Court enter the Proposed Final Replacement DIP Order following a revision being made to section 6.15(t) of the Credit Agreement to resolve the outstanding Comments.

7. Attached hereto as **Exhibit A** is a copy of the Proposed Final Replacement DIP Order attaching a revised version of the Credit Agreement (the "**Revised Credit Agreement**") that incorporates the revisions to section 6.15(t) of the Credit Agreement. For the convenience of the Court and all parties in interest, attached hereto as **Exhibit B** is a changed-pages-only redline of the Revised Credit Agreement marked against the Credit Agreement.

WHEREFORE the Debtor respectfully requests that Proposed Final Replacement DIP Order, substantially in the form attached hereto to as **Exhibit A** be entered at the earliest convenience of the Court.

Dated: August 20, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Brendan J. Schlauch

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Exhibit A

Proposed Final Replacement DIP Order and Credit Agreement

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Re: Docket No. 161**

FINAL ORDER (A) AUTHORIZING THE DEBTOR TO OBTAIN REPLACEMENT POSTPETITION FINANCING, (B) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (C) MODIFYING AUTOMATIC STAY, AND (D) GRANTING RELATED RELIEF

Upon the motion (the "**Replacement DIP Motion**") of the debtor and debtor-in-possession (the "**Debtor**") in the above-captioned chapter 11 case (the "**Chapter 11 Case**"), pursuant to sections 105, 361, 362, 363, 364, 503, 506, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 2002-1, 4001-2, and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**") promulgated by the United States Bankruptcy Court for the District of Delaware (the "**Court**"), seeking entry of this final order (this "**Final Order**" and, together with the Interim Order,[2] the "**DIP Orders**"), granting, among other things, the following relief:

(a) authorizing the Debtor to obtain replacement postpetition financing on a senior secured superpriority basis, on the terms and conditions set forth herein and in that certain Senior Secured, Super-Priority Debtor-In-Possession Loan, Guaranty, and Security Agreement, substantially in the form attached hereto as Exhibit 1 (as

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94804.

[2] The term "Interim Order" means the *Interim Order (A) Authorizing the Debtor to (I) Obtain Replacement Postpetition Financing and (II) Use Cash Collateral, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Modifying Automatic Stay, and (D) Granting Related Relief* (including all exhibits thereto) entered by the Court on July 23, 2026 [Docket No. 176].

amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "**Credit Agreement**" and, collectively with the Replacement DIP Term Sheet and any ancillary, collateral, or related documents and agreements, as the case may be, and the DIP Orders, each as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "**DIP Documents**"),[3] by and among the Debtor and Future Solution Investments LLC or its designated affiliate ("**FSI**" or the "**Replacement DIP Lender**") comprising a senior secured superpriority debtor-in-possession term loan facility in an aggregate principal amount of up to $35,000,000 (the "**Replacement DIP Facility**"; and the commitments thereunder, the "**DIP Commitments**" and, the term loans extended thereunder, the "**DIP Loans**"), pursuant to which (i) up to $18,000,000 of the DIP Commitments (the "**Interim DIP Loans**") was made available to, and was drawn by, the Debtor upon the entry of the Interim Order and (ii) upon entry of this Final Order and subject to the terms and conditions hereof, the remaining $17,000,000 shall be made available through additional draws, in each case, subject to the terms and conditions set forth in the Credit Agreement and the other DIP Documents.

(b) authorizing the Debtor to: (i) execute, deliver, and perform under the Credit Agreement, and the other DIP Documents, as applicable, and to perform all such other and further acts as may be required in connection therewith; (ii) incur all loans, advances, extensions of credit and financial accommodations, and pay all principal, interest, fees, costs, expenses, charges, indemnification and reimbursement obligations (whether contingent or absolute), and all other obligations or amounts, whether or not such obligations arose before or after the Petition Date (as defined below), whenever the same shall become due, whether at stated maturity, by mandatory prepayment, declaration, acceleration, or otherwise, in each case, in accordance with the Credit Agreement and the other DIP Documents (collectively, the "**DIP Obligations**"); and (iii) perform such other and further acts as may be necessary, required, or desirable to implement and effectuate the terms of this Final Order, the Credit Agreement, and the other DIP Documents and the transactions contemplated thereunder;

(c) authorizing the Debtor to grant to the Replacement DIP Lender the DIP Liens (as defined below) in all DIP Collateral (as defined below), as set forth in this Final Order, subject to the Carve Out (as defined below), and subject to the relative priorities set forth in this Final Order;

(d) authorizing the Debtor to grant to the Replacement DIP Lender, allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code, as well as liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code, as further described herein, on all DIP Collateral and all proceeds thereof, all cash and cash equivalents and other amounts from time to time

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Replacement DIP Motion, the Credit Agreement, or the other DIP Documents, as applicable.

on deposit or maintained by the Debtor in any deposit or securities account or accounts as of the Petition Date, against the Debtor in respect of all DIP Obligations, subject to the Carve Out, as set forth in this Final Order;

(e) authorizing the Debtor to use the proceeds of the Replacement DIP Facility and the DIP Collateral, (including the Cash Collateral) in accordance with the terms and conditions set forth in this Final Order, the Credit Agreement, and the other DIP Documents, and strictly in accordance with the Approved Budget, subject to any Permitted Variance (as defined below) expressly permitted under the Credit Agreement and the other DIP Documents;

(f) modifying the automatic stay imposed by section 362 of the Bankruptcy Code or otherwise, to the extent necessary, required or desirable to implement and effectuate the terms and provisions of this Final Order, the Credit Agreement, and the other DIP Documents, as set forth herein or therein;

(g) waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Final Order, and providing for the immediate effectiveness of this Final Order;

(h) upon entry of the Interim Order, authorizing the Debtor, on a final basis, to irrevocably repay in full all obligations outstanding under all documents executed and/or delivered in connection with the Original DIP Facility, including the term sheet executed in connection therewith (the "**Original DIP Documents**") including, without limitation, all principal, interest, fees (including the exit fee on the interim loan drawn under the Original DIP Facility), premiums, costs, expenses, charges and all other amounts payable under the Original DIP Documents (collectively, the "**Original DIP Obligations**"), with the proceeds of the Replacement DIP Facility upon funding, and terminating all liens granted to the Original DIP Lender (as defined below) in accordance with the terms of the payoff letter substantially in the form attached to the Interim Order as Exhibit 3 (the "**Payoff Letter**");

(i) approving certain stipulations, waivers, and releases by the Debtor (and its applicable related parties and representatives) with respect to, inter alia, the Replacement DIP Lender, the Replacement DIP Facility, the DIP Liens, and the DIP Obligations;

(j) approving the Debtor's waiver of the right to surcharge the DIP Collateral as to the Replacement DIP Lender pursuant to section 506(c) of the Bankruptcy Code or otherwise;

(k) approving the Debtor's waiver of the equitable doctrine of "marshaling" and other similar doctrines with respect to the DIP Collateral;

(l) approving any fees and amounts payable under the Credit Agreement, this Final Order, and the other DIP Documents, and further authorizing and directing the Debtor to make non-refundable, irrevocable, and final payments on account of the

principal, interest, fees, and other amounts payable under the Credit Agreement and the other DIP Documents, each as applicable, as such become due and payable, all to the extent provided in, and in accordance with, this Final Order, the Credit Agreement, and the other DIP Documents;

(m) authorizing the establishment and maintenance of the Post-Sale Escrow in accordance with the Credit Agreement and the other DIP Documents, including the deposit of all required amounts therein, for the benefit of the Replacement DIP Lender, which Post-Sale Escrow and all funds held therein shall not be subject to the Carve Out or any other claims, liens, or encumbrances; and

(n) granting related relief.

The Court, having considered the Replacement DIP Motion, the Credit Agreement, the declarations filed in support thereof, the evidence submitted, and the arguments proffered or adduced at the interim hearing held before the Court on July 23, 2026 (the "**Interim Hearing**"), and the evidence submitted and the arguments proffered or adduced at the final hearing held before this Court on August 20, 2026 (the "**Final Hearing**" and together with the Interim Hearing, the "**Hearings**") and upon the record of the Chapter 11 Case; and all objections, if any, to the relief requested in the Replacement DIP Motion having been withdrawn, resolved, or overruled by the Court; and the Court having determined that the legal and factual bases set forth in the Replacement DIP Motion and at the Hearings established just cause for the relief granted herein; and it appearing to the Court that granting the relief requested in the Replacement DIP Motion is fair and reasonable and in the best interests of the Debtor and its estate, and that the Debtor's entry into the Credit Agreement represents a sound exercise of the Debtor's business judgment, and is necessary for the continued operation of the Debtor's business; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

A. *Petition Date*. On June 23, 2026 (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Court commencing the Chapter 11 Case.

B. *Debtor-in-Possession*. The Debtor continues to manage and operate its business and properties as debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the date hereof, no trustee or examiner has been appointed in the Chapter 11 Case.

C. *Interim Order*. On July 23, 2026, the Court entered the Interim Order, pursuant to which the Court, *inter alia*, (i) authorized the Debtor to obtain replacement postpetition financing from the Replacement DIP Lender, on an interim basis, under the terms and conditions set forth therein and in the Replacement DIP Term Sheet, (ii) approved the repayment in full of the Original DIP Facility, and (iii) approved the Replacement DIP Term Sheet.

D. *Committee Formation*. On July 2, 2026, the Office of the United States Trustee (the "**U.S. Trustee**") appointed an official statutory committee of unsecured creditors in the Chapter 11 Case pursuant to section 1102 of the Bankruptcy Code (the "**Committee**"). On August 5, 2026, the U.S. Trustee appointed an official statutory committee of equity holders in the Chapter 11 Case pursuant to section 1102 of the Bankruptcy Code (the "**Equity Committee**").

E. *Jurisdiction and Venue*. The Court has jurisdiction over the Chapter 11 Case, the Replacement DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §

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

1334. The Court's consideration of the Replacement DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Case and the proceedings on the Replacement DIP Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief set forth herein are sections 105, 361, 362, 363, 364, 503, 506, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, 9013 and 9014, and Local Rules 2002-1, 4001-2 and 9013-1.

F. *Original DIP Facility.* The Original DIP Facility exists and is valid and binding upon the Debtor. As of the date hereof, the Original DIP Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtor, enforceable in accordance with the terms of the Original DIP Documents. No challenges, objections, defenses, claims, or counterclaims of any kind or nature whatsoever with respect to any of the Original DIP Obligations exist.

G. *Debtor's Stipulations, Releases and Acknowledgements Regarding DIP Lender and the Replacement DIP Facility*. In requesting the Replacement DIP Facility, and in exchange for and as a material inducement to the Replacement DIP Lender to provide the Replacement DIP Facility, the Debtor, for itself, its estate, and all representatives of its estate, admits, stipulates, acknowledges and agrees as follows:

(i) No Control. The Replacement DIP Lender does not control the Debtor or its properties or operations, does not have authority to determine the manner in which the Debtor's operations are conducted, and is not a control person or insider (as defined in the Bankruptcy Code) of the Debtor or any of its affiliates by virtue of any of the actions taken in connection with the DIP Orders, the Replacement DIP Facility, the DIP Liens, the DIP Superpriority Claims (as defined below), the DIP Collateral, the DIP Obligations, the Credit Agreement, the other DIP Documents, or the transactions contemplated thereunder or hereunder.

(ii) No Claims, Defenses, or Causes of Action. As of the date of entry of this Final Order, there exist no claims, defenses or any other Cause of Action[5] of any nature or description whatsoever that may be asserted by the Debtor, its estate, predecessors, successors and assigns, against the Replacement DIP Lender or any of its current, former and future affiliates, subsidiaries, funds or managed accounts, officers, directors, managers, members, equity holders, partners, principals, employees, representatives, agents, attorneys, advisors, consultants and other professionals, and the predecessors in interest, successors and assigns of each of the foregoing (collectively, the "**Representatives**"), in their capacities as such, in each case, arising from, in connection with, or related to the DIP Orders, the Replacement DIP Facility, the DIP Liens, the DIP Superpriority Claims, the DIP Collateral, the DIP Obligations, the Credit Agreement, the other DIP Documents, or the transactions contemplated thereunder or hereunder.

(iii) Releases. The Debtor, on behalf of itself and its estate, and each Guarantor to the maximum extent permitted by applicable law, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits the Replacement DIP Lender and its Representatives (in their capacities as such) of and from any and all Causes of Action that the Debtor, its estate, and/or each Guarantor, and each of their respective estates, predecessors, successors and assigns at any time had, now have or that their respective successors and assigns may have against the Replacement DIP Lender and its Representatives for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time prior to the date of this Final Order, in each case, arising under, in connection with or related to the DIP Orders, the Replacement DIP Facility, the DIP Liens, the DIP Superpriority Claims, the DIP Collateral, the DIP Obligations, the Credit Agreement, the other DIP Documents, or the transactions contemplated thereunder or hereunder, including, without limitation, (a) any claim or Cause of Action seeking avoidance, whether under chapter 5 of the Bankruptcy Code, any applicable Uniform Voidable Transfer Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or other similar state or federal statute, common law, or otherwise ("**Avoidance Actions**"), (b) any so-called "lender liability" or equitable subordination claims or defenses, (c) any claims or Causes of Action arising under the Bankruptcy Code, (d) any claims or Causes of Action seeking reduction, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise), reclassification, disgorgement, disallowance, impairment, marshaling, surcharge, recovery or any other challenge arising under the Bankruptcy Code or applicable non-bankruptcy law with respect to the DIP Orders, the Replacement DIP Facility, the DIP Liens, the DIP Superpriority Claims, the DIP Collateral, the DIP Obligations, the Credit Agreement, the other DIP Documents, or the

[5] The term "**Cause of Action**" means any action, cause of action, claim, counter-claim, cross-claim, defense, account, objection, challenge, offset, setoff, demand, liability, responsibility, dispute, remedy, indebtedness, obligation, guaranty, right, interest, indemnity, assertion, allegation, suit, controversy, proceeding, loss, damage, injury, reimbursement obligation, attorneys' fees, costs, expenses or judgments of every type, whether known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, fixed or contingent, pending or threatened, whether assertable directly or derivatively, including, without limitation, all legal and equitable theories of recovery, arising under the Bankruptcy Code or applicable non-bankruptcy law, whether local, state or federal U.S. or foreign common law, statute, law, rule, regulation, or by contract, of every nature or description whatsoever.

transactions contemplated thereunder or hereunder, or (e) any claim or Cause of Action with respect to the validity, enforceability, extent, amount, perfection or priority of the Replacement DIP Facility, the DIP Liens, the DIP Superpriority Claims, the DIP Collateral, the DIP Obligations, the Credit Agreement, the other DIP Documents, or the transactions contemplated thereunder or hereunder; *provided*, *however*, that nothing contained in this subparagraph (iii) shall relieve the Replacement DIP Lender from fulfilling any of its commitments under, and in accordance with, the Credit Agreement and the other DIP Documents.

(iv) Cash Collateral. Any and all of the Debtor's cash, whether existing as of the entry of the Interim Order or thereafter, wherever located (including, without limitation, all cash, cash equivalents and other amounts on deposit or maintained by the Debtor in any accounts with any depositary institution), whether as DIP Collateral, arising from the sale or other disposition of DIP Collateral, or proceeds of other DIP Collateral, or cash, rents, income, offspring, products, proceeds or profits generated from the DIP Collateral or the DIP Loans, constitutes "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code (the "**Cash Collateral**") of the Replacement DIP Lender; *provided*, *however*, that upon the funding of the full amount of the Post-Sale Escrow (as defined below) and subject to Payment in Full of all DIP Obligations in excess of the Successful Bid Amount, if applicable, each pursuant to and in accordance with the terms of the Credit Agreement, this Final Order, and the other DIP Documents, Cash Collateral shall be limited solely to the cash and cash equivalents held in the Post-Sale Escrow, and any and all of the Debtor's cash in excess of the Post-Sale Escrow shall not be subject to the DIP Liens and shall not constitute Cash Collateral.

H. *Good Cause*. Good cause has been shown for the entry of this Final Order, and the entry of this Final Order is necessary to preserve and maintain the value of the Debtor's estate, to run a value-maximizing sale process for the Debtor's assets for the benefit of all its stakeholders, and to avoid immediate and irreparable harm to the Debtor, its estate, and its creditors. The relief requested in the Replacement DIP Motion is fair and reasonable and in the best interest of the Debtor and its estate, and essential for the continued operation of the Debtor's business and the preservation of the value of the Debtor's assets.

I. *Need for Postpetition Financing and Use of Cash Collateral*. The Debtor does not have sufficient and reliable sources of working capital to continue to operate its business in the ordinary course without the financing and use of Cash Collateral requested in the DIP Replacement Motion. The financing provided pursuant to the DIP Orders and the other DIP Documents and the

authority to use Cash Collateral granted herein will permit the Debtor to, among other things, (i) pay the fees, costs, and expenses incurred in connection with the Chapter 11 Case; (ii) fund any obligations benefiting from the Carve Out; (iii) continue the orderly operation of its business for the benefit of all its stakeholders; (iv) maintain business relationships with customers, vendors, and suppliers; (v) make payroll for its employees; and (vi) satisfy other working capital and operational needs, in each case, in accordance with and subject to the terms and conditions of this Final Order, the Credit Agreement, and the other DIP Documents, including the Approved Budget (subject to the Permitted Variance). The Debtor's access to sufficient working capital and liquidity through the incurrence of loans and other financial accommodations under the Replacement DIP Facility and the use of Cash Collateral is necessary and vital to, among other things, preserve and maximize the value of the Debtor and its estate.

J. *No Credit Available on More Favorable Terms*. The Debtor is unable to obtain financing or other financial accommodations from sources other than the Replacement DIP Lender on terms more favorable than those provided under the Replacement DIP Facility, the Credit Agreement, this Final Order, and the other DIP Documents. The Debtor is unable to obtain adequate unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code. The Debtor is also unable to obtain adequate secured credit for money borrowed under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without, among other things, the Debtor granting (i) the DIP Liens on all DIP Collateral, (ii) the DIP Superpriority Claims, and (iii) certain rights, benefits and protections to the Replacement DIP Lender, in each case, upon the terms and conditions set forth in this Final Order, the Credit Agreement and the other DIP Documents. After considering all available alternatives, the Debtor has properly concluded, in the exercise of its sound business judgment, that the Replacement DIP Facility

represents the best source of debtor-in-possession financing available at this time and is in the best interests of all stakeholders.

K. *Use of DIP Facility Proceeds and Cash Collateral*. As a condition to providing the Replacement DIP Facility and its consent to the use of Cash Collateral, the Replacement DIP Lender required, and the Debtor has agreed, that all proceeds of the DIP Loans and all Cash Collateral shall be used and/or applied solely for the purposes and in the amounts expressly permitted in the Budget (subject to the Permitted Variance), including, without limitation, (i) to pay the costs of administration of the Chapter 11 Case, (ii) for general corporate and working capital purposes, (iii) to pay professional fees and expenses in accordance with this Final Order, and (iv) to repay the Original DIP Facility, in each case, in accordance with and subject to the terms and conditions of this Final Order, the Credit Agreement, and the other DIP Documents, including the Approved Budget (subject to the Permitted Variance).

L. *Limitation on Charging Expenses against Collateral*. As a material inducement to the Replacement DIP Lender's agreement to provide the Replacement DIP Facility and that its liens and superpriority claims shall be subject to payment of the Carve Out, the Replacement DIP Lender is entitled to (i) a waiver of the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral and the DIP Obligations, and (ii) a waiver of the provisions of section 506(c) of the Bankruptcy Code or any similar applicable law with respect to the DIP Collateral.

M. *Proper Exercise of Business Judgment*. Based on the Replacement DIP Motion, the evidence submitted, and the record presented to the Court at the Hearings, the terms of the Replacement DIP Facility (i) were negotiated in good faith and at arm's length among the Debtor, the Replacement DIP Lender, and their respective advisors, (ii) are fair, reasonable, and the best

available to the Debtor under the circumstances, (iii) reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and (iv) are supported by reasonably equivalent value and fair consideration.

N. *Good Faith*. The Replacement DIP Facility and the terms of the Credit Agreement, this Final Order, and the other DIP Documents have been negotiated in good faith and at arm's length among the Debtor, the Replacement DIP Lender, and their respective advisors and Representatives, and all of the Debtor's obligations and indebtedness arising under, in respect of, or in connection with, the Replacement DIP Facility, the Credit Agreement, this Final Order, and the other DIP Documents, including, without limitation, all loans, advances, extensions of credit and other financial accommodations made and guarantees issued pursuant to the Credit Agreement, shall each be deemed to have been extended by the Replacement DIP Lender and each of its affiliates, in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and each of the claims, liens and security interests, rights, remedies, benefits and protections granted to the Replacement DIP Lender (and each of the successors and assigns thereof) pursuant to this Final Order, the Credit Agreement (including, without limitation, all DIP Obligations, DIP Liens, and DIP Superpriority Claims), and the other DIP Documents shall be entitled to the protection of section 364(e) of the Bankruptcy Code to the fullest extent available under applicable law.

O. *Approved Budget*. The Debtor has prepared and delivered to the Replacement DIP Lender and its advisors an initial budget, a copy of which was attached as Exhibit 2 to the Interim Order (together with any additional line-item or other detail and supplements as may be provided pursuant to the terms of the Credit Agreement and the other DIP Documents, the "**Initial DIP Budget**"). The Initial DIP Budget reflected, among other things, for the 11-week period

commencing on or around the week of entry of the Interim Order, the Debtor's projected operating receipts, operating disbursements, non-operating disbursements, net operating cash flow, and liquidity for each one-week period covered thereby. The Initial DIP Budget may be modified, amended, extended, and updated from time to time in accordance with the Credit Agreement and the other DIP Documents, and such modified, amended, extended, and/or updated budget, *provided* (i) the Initial DIP Budget and any modified, amended, extended, and/or updated budget shall not be modified to reduce the amount of professional fees allocated to Committee Professionals or the Equity Committee Professionals without the prior express written consent of the Committee or the Equity Committee, as applicable, and (ii) each such modified, amended, extended, and/or updated budget shall be simultaneously delivered to counsel for the Committee and the Equity Committee and, once approved (or deemed approved) by the Debtor, in consultation with the Committee and the Equity Committee, and the Replacement DIP Lender shall modify, replace, supplement or supersede, as applicable, the Initial DIP Budget for the periods covered thereby (the Initial DIP Budget and each subsequent approved budget (including any additional line-item or other detail and supplements as may be provided pursuant to the terms of the Credit Agreement or the other DIP Documents, as applicable) shall constitute, without duplication, an "**Approved Budget**"). The Approved Budget for purposes of this Final Order is attached hereto as **Exhibit 2**. The Approved Budget has been prepared by the Debtor, its management, and its advisors. The Debtor believes that the Approved Budget is reasonable under the circumstances. The Replacement DIP Lender is relying, in part, on the Debtor's agreement to comply with the Approved Budget (subject only to the Permitted Variance) and the terms of this Final Order and the other DIP Documents in determining to enter into the Replacement DIP Facility and to consent to the use of Cash Collateral provided for herein.

P. *Notice*. Notice of the Replacement DIP Motion and the Final Hearing complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and the Local Rules.

Q. *Immediate Entry*. The Debtor has requested immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2), and 6003, and the Local Rules. Consummation of the Replacement DIP Facility and the use of Cash Collateral upon the terms set forth in this Final Order, the Credit Agreement, and the other DIP Documents is consistent with the Debtor's exercise of its fiduciary duties. Sufficient cause exists for immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and the Local Rules. The Replacement DIP Motion and this Final Order comply with the requirements of Local Rule 4001-2.

NOW THEREFORE, based upon the foregoing findings and conclusions, the Replacement DIP Motion, the declarations filed in support of the Replacement DIP Motion, the evidence adduced at the Hearings and the record before the Court, and after due consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The Replacement DIP Motion is hereby granted on a final basis on the terms and conditions set forth herein. Entry into the Credit Agreement and, as applicable, the other DIP Documents, is authorized and approved, and the use of Cash Collateral is authorized, in each case, on a final basis and subject to the terms and conditions set forth in this Final Order and in the DIP Documents, including the Approved Budget (subject to the Permitted Variance). All objections or other statements with respect to any of the relief set forth in this Final Order that

have not been withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits. This Final Order shall become effective and enforceable immediately upon its entry.

2. *Authorization of DIP Facility and Credit Agreement.*

(a) Authorization of DIP Facility. The Debtor is authorized to enter into the Replacement DIP Facility on a final basis. The Debtor is hereby authorized to (i) execute, deliver and perform all of its obligations under the Credit Agreement, this Final Order, and the other DIP Documents; and (ii) execute, deliver and perform under any and all other instruments, certificates, agreements and other documents (including, without limitation, the execution and/or recordation of collateral, pledge and security documents, mortgages and deeds of trust (if applicable) and financing statements), and perform all such other and further acts that may be necessary, required or desirable for the Debtor to perform its obligations under the Replacement DIP Facility, the Credit Agreement, this Final Order, and the other DIP Documents and to implement the transactions contemplated thereunder and hereunder.

(b) Authorization to Borrow DIP Loans and Use Cash Collateral. The Debtor is hereby authorized to borrow the DIP Loans (*plus* applicable interest, fees (including professional fees and expenses), costs, expenses, charges and other amounts payable hereunder and under the Credit Agreement and the other DIP Documents), subject to the terms and conditions (including any payment priorities and any availability limitations and conditions precedent to such DIP Borrowing) set forth in the Credit Agreement, this Final Order, and the other DIP Documents. The Debtor is hereby authorized to use the proceeds of the DIP Borrowings under the Replacement DIP Facility and all Cash Collateral solely in the manner and for the purposes expressly permitted in the Approved Budget (subject to the Permitted Variance), the Credit Agreement, this Final Order, and the other DIP Documents.

(c) DIP Fees and Expenses; Indemnification. Subject to the review procedures in paragraph 10 hereof, the Debtor is hereby authorized and directed to pay, as and when due, any and all (i) amounts due (or that may become due) in respect of the indemnification obligations under the Credit Agreement, and (ii) subject to the Expense Payment Cap, fees, costs, expenses and disbursements of the Replacement DIP Lender payable under the Credit Agreement, this Final Order, and the other DIP Documents, including, without limitation, the reasonable and documented fees and expenses of (A) KTBS Law LLP and Young Conaway Stargatt & Taylor, LLP, as co-counsel to the Replacement DIP Lender, and (B) any other accountants, consultants, attorneys, advisors, appraisers, or other professionals that may be retained by the Replacement DIP Lender in accordance with the terms of the Credit Agreement (the foregoing subclauses (A)-(B), the "**DIP Lender Advisors**"), in the case of each of the foregoing clauses (i)-(ii), whether or not such payments, fees, costs, expenses or other amounts arose before or after the Closing Date and whether or not the transactions contemplated herein or in the Credit Agreement or the other DIP Documents are consummated through no fault of the Replacement DIP Lender, without the need to file fee or retention applications with the Court, without the need to comply with the U.S. Trustee's fee guidelines, and all such payments, fees, costs, expenses and other amounts are hereby approved; *provided*, *however*, that so long as no Event of Default has occurred and is continuing, any out-of-pocket accrued and unpaid fees, costs, disbursements, and expenses of the Replacement DIP Lender in excess of $250,000 in the aggregate (including legal fees and expenses incurred prior to the Closing Date) (the "**Expense Payment Cap**") shall accrue to the DIP Obligations (and shall be deposited into the Post-Sale Escrow, as applicable) and any amounts so accrued shall increase, dollar-for-dollar (above the initial amount of any credit bid submitted by the Replacement DIP Lender), the amount of the Replacement DIP Lender's credit bid pursuant to any credit bid,

Plan Sponsor Alternative (as defined in the Bidding Procedures), or other written agreement between the Debtor and the Replacement DIP Lender, for all purposes under the DIP Documents and the Bankruptcy Code. Notwithstanding anything to the contrary set forth in this Final Order, so long as no Event of Default has occurred and is continuing, in no event shall any amounts in excess of the Expense Payment Cap be payable in cash, other than applicable deposits into the Post-Sale Escrow pursuant to the terms of the Credit Agreement.

(d) The indemnity under subparagraph (c)(i) above shall not extend to any loss, claim, damage, liability or expense (a) arising from the material breach of any obligation of an indemnitee under the DIP Documents, (b) that does not involve an act or omission of the Debtor and that is brought by an indemnitee against another indemnitee (other than claims against an indemnitee in its capacity or in fulfilling its role as Replacement DIP Lender), or (c) which a court of competent jurisdiction has determined by final, non-appealable judgment to have arisen from the gross negligence, bad faith, or willful misconduct of an indemnitee.

(e) In the case of subparagraph (c)(ii) above, any invoices submitted for payment may be in summary form only (and shall not be required to contain individual time entries, and may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the-attorney-client privilege or of any benefits of the attorney work product doctrine), and shall be promptly paid by the Debtor, on a monthly basis as appropriate, upon receipt of any such invoices, subject to paragraph 10 with respect to fees and expenses incurred after entry of the Interim Order.

3. *DIP Obligations*.

(a) The DIP Orders, and, upon execution and delivery of the Credit Agreement and any other DIP Documents, the Credit Agreement and any such other DIP Documents shall constitute valid, binding, enforceable, and nonavoidable obligations of the Debtor, and shall be fully enforceable against the Debtor, its estate, and any successors thereto, including, without limitation, any estate representative or trustee appointed in the Chapter 11 Case or in any case under chapter 7 of the Bankruptcy Code upon the conversion of the Chapter 11 Case, or in any other proceedings superseding or relating to any of the foregoing and/or upon the dismissal of the Chapter 11 Case or any such successor case (the "**Successor Case**"), in each case, in accordance with the terms of the Credit Agreement, the DIP Orders, and the other DIP Documents, as applicable.

(b) Upon execution and delivery of the Credit Agreement, the Debtor shall be liable for all DIP Obligations, including, without limitation, all loans, advances, extensions of credit, financial accommodations, principal, interest, premiums or similar amounts, fees, costs, expenses, charges, indemnification and reimbursement obligations (whether contingent or absolute), and all other obligations or amounts, whether or not such obligations arose before or after the Petition Date, whenever the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, in each case, which may now or from time to time be owing by the Debtor to the Replacement DIP Lender under the Credit Agreement, this Final Order, and the other DIP Documents. The DIP Obligations shall be due and payable, without notice or demand, the DIP Commitments shall automatically terminate, and the use of Cash Collateral shall automatically cease, on the DIP Termination Date (as defined below) (subject to paragraph 19(b) hereof).

(c) All obligations incurred, payments made, and transfers or grants of security and liens set forth in this Final Order, the Credit Agreement, and the other DIP Documents by the Debtor are granted to or for the benefit of the Debtor for fair consideration and reasonably equivalent value and are granted contemporaneously with the making of the loans and commitments and other financial accommodations secured thereby. No obligation, payment, transfer, or grant of liens and security interests under this Final Order, the Credit Agreement, or the other DIP Documents to the Replacement DIP Lender (including, without limitation, the DIP Obligations, the DIP Liens, and the DIP Superpriority Claims) shall be limited, stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law, or subject to any contest, attack, objection, challenge, defense, claim, counterclaim or Cause of Action, including any Avoidance Action or any other claim or Cause of Action seeking reduction, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise), reclassification, disgorgement, disallowance, impairment, marshaling, surcharge, recovery, or any other claim or Cause of Action of any nature and description whatsoever, whether arising under the Bankruptcy Code, applicable non-bankruptcy law or otherwise (in each case in accordance with and subject to the fee review procedures set forth in paragraph 10 hereof).

4. *No Obligation to Extend Credit*. The Replacement DIP Lender shall have no obligation to make any loan or advance under the Credit Agreement or other DIP Documents, unless all of the conditions precedent to the making of such loan or advance by the Replacement DIP Lender under the Credit Agreement and this Final Order have been satisfied in full (or waived) in accordance with the terms of the Credit Agreement and this Final Order, as applicable. Notwithstanding anything contained in this Final Order, the Credit Agreement, or the other DIP Documents to the contrary, in no event shall the aggregate principal amount of the DIP Loans

available or outstanding under the Credit Agreement or other DIP Documents at any time (after giving effect to all DIP Borrowings previously made or requested) exceed the total DIP Commitments.

5. *No Duty to Monitor Compliance*. The Replacement DIP Lender shall not have any obligation or responsibility to monitor the Debtor's use of DIP Collateral or Cash Collateral, and the Replacement DIP Lender and its advisors may rely upon the Debtor's and its advisors' representations that the use of DIP Collateral and Cash Collateral complies with and is in accordance with the requirements of this Final Order, the Credit Agreement, and the other DIP Documents.

6. *DIP Liens.*

(a) DIP Liens. To secure the DIP Obligations, the Replacement DIP Lender was granted effective immediately upon entry of the Interim Order and is hereby granted on a final basis, without the necessity of the execution, recordation or filing of any pledge, collateral or security documents, mortgages, deeds of trust, financing statements, notations of certificates of title for titled goods, or any other document or instrument, or the taking of any other action (including, without limitation, entering into any lockbox or deposit account control agreements or other action to take possession or control of any DIP Collateral), as security for the prompt and complete payment and performance of all DIP Obligations when due (whether at stated maturity, by acceleration or otherwise), valid, binding, enforceable, nonavoidable, and automatically and properly perfected liens and security interests (collectively, the "**DIP Liens**") in all DIP Collateral, subject and subordinate to the Carve Out (other than in the case of the Post-Sale Escrow, which shall not be subject and subordinate to the Carve Out), and subject to the relative priorities set forth in paragraph 6(c) of this Final Order. The Replacement DIP Lender is granted a first-priority,

senior security interest in the Post-Sale Escrow, free and clear of all liens, claims, and encumbrances of any other Person (including the Carve Out and any section 506(c) or section 552(b) claim).

(b) DIP Collateral. The term "**DIP Collateral**" means all of the Debtor's right, title and interest in, to and under all of the Debtor's assets and properties, including, but not limited to the following, in each case, whether now owned or existing or hereafter acquired, created or arising and wherever located: all assets and property of the Debtor (and its estate), real or personal, tangible or intangible, now owned or hereafter acquired, whether arising before or after the Petition Date, including, without limitation, all contracts (including, without limitation, any Acceptable Stalking Horse Purchase Agreement), contract rights, licenses, general intangibles, instruments, equipment, accounts, documents, goods, inventory, fixtures, cash, cash equivalents, accounts receivables, chattel paper, letters of credit and letter of credit rights, investment property (including, without limitation, all equity interests owned by the Debtor in the Foreign Subsidiaries and its other existing and future subsidiaries, if any), limited liability company interests, arbitration awards, money, insurance, receivables, receivables records, deposit accounts, collateral support, supporting obligations and instruments, all interests in leaseholds and real properties, all patents, copyrights, trademarks, all trade names and other intellectual property (whether such intellectual property is registered in the United States or in any foreign jurisdiction), together with all books and records relating to the foregoing, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing (as such terms are defined in the Uniform Commercial Code as in effect from time to time in the State of New York); *provided*, *however*, the DIP Collateral shall not include (i) Avoidance Actions, (ii) proceeds of Avoidance Actions, (iii) commercial tort claims, (iv) claims against directors and officers of the Debtor, (v) any claims against the

Replacement DIP Lender or its affiliates not released pursuant to the Final Order, and (vi) Excluded Property; *provided*, *further*, upon the funding of the Post-Sale Escrow and subject to Payment in Full of all DIP Obligations in excess of the Successful Bid Amount, if applicable, each pursuant to and in accordance with the terms of the Credit Agreement, this Final Order, and the other DIP Documents, the DIP Collateral shall be limited solely to the cash and cash equivalents held in the Post-Sale Escrow. Upon the funding of the Post-Sale Escrow and subject to Payment in Full of all DIP Obligations in excess of the Successful Bid Amount, if applicable, each pursuant to and in accordance with the terms of the Credit Agreement, this Final Order, and the other DIP Documents, all of the Debtor's right, title and interest in, to and under all of the Debtor's assets and properties, including, but not limited to the following, in each case, whether now owned or existing or hereafter acquired, created or arising and wherever located: all assets and property of the Debtor (and its estate), real or personal, tangible or intangible, now owned or hereafter acquired, whether arising before or after the Petition Date, including, without limitation, all contracts (including, without limitation, any Acceptable Stalking Horse Purchase Agreement), contract rights, licenses, general intangibles, instruments, equipment, accounts, documents, goods, inventory, fixtures, cash, cash equivalents, accounts receivables, chattel paper, letters of credit and letter of credit rights, investment property (including, without limitation, all equity interests owned by the Debtor in the Foreign Subsidiaries and its other existing and future subsidiaries, if any), limited liability company interests, commercial tort claims, arbitration awards, money, insurance, receivables, receivables records, deposit accounts, collateral support, supporting obligations and instruments, all interests in leaseholds and real properties, all patents, copyrights, trademarks, all trade names and other intellectual property (whether such intellectual property is registered in the United States or in any foreign jurisdiction), together with all books and records relating to the

foregoing, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing (as such terms are defined in the Uniform Commercial Code as in effect from time to time in the State of New York) in excess of the Post-Sale Escrow shall not be subject to the DIP Liens and shall not constitute DIP Collateral.

(c) Priority of DIP Liens. The DIP Liens shall have the following ranking and priorities (subject in all cases to the Carve Out):

(i) *First Priority Senior Liens*. Pursuant to sections 364(c)(2), and 364(c)(3) of the Bankruptcy Code, the DIP Liens shall be valid, binding, continuing, enforceable, nonavoidable, fully and automatically perfected first priority liens and security interests in all DIP Collateral.

(ii) *DIP Liens Senior to Other Liens*. Except to the extent expressly permitted hereunder, the DIP Liens and the DIP Superpriority Claims shall not be made subject or subordinate to or *pari passu* with (A) any lien, security interest or claim heretofore or hereinafter granted in the Chapter 11 Case or any Successor Case, including any lien, security interest or claim granted in favor of any federal, state, municipal, or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtor, (B) any lien or security interest that is avoided and preserved for the benefit of the Debtor and its estate under section 551 of the Bankruptcy Code or otherwise, (C) any intercompany or affiliate claim, lien or security interest of the Debtor or its affiliates, or (D) any other lien, security interest or claim arising under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof; *provided, however*, that the DIP Superpriority Claims shall not have priority over any stalking horse bid protections approved by the Court in the Chapter 11 Case with respect to an Acceptable Stalking Horse Purchase Agreement.

(d) To the fullest extent permitted by the Bankruptcy Code, any provision of any lease, license, contract or other agreement that requires the consent or approval of one or more landlords, licensors or other parties, or requires the payment of any fees or obligations to any governmental entity, non-governmental entity or any other person or entity, in order for the Debtor to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest, or proceeds thereof or other collateral related thereto, shall have no force or effect with respect to the transactions granting the DIP Liens in any such fee, leasehold, interest, or other collateral, or in

the proceeds of any assignment and/or sale thereof by the Debtor in favor of the Replacement DIP Lender in accordance with the Credit Agreement, this Final Order, and the other DIP Documents.

7. *DIP Superpriority Claims*. Pursuant to and to the extent permitted by sections 364(c)(1) of the Bankruptcy Code, the Replacement DIP Lender was granted effective immediately upon entry of the Interim Order and is hereby granted on a final basis by this Final Order, allowed superpriority administrative expense claims against the Debtor in the Chapter 11 Case and any Successor Case on account of the DIP Obligations, with priority over any and all other administrative expense claims and all other claims against the Debtor, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, and any and all administrative expense claims of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(b), 506(c), 507, 546, 726, 1113 or 1114 of the Bankruptcy Code, or any other provision of the Bankruptcy Code, solely as provided under Section 364(c)(1) of the Bankruptcy Code (the "**DIP Superpriority Claims**"); *provided*, *however*, that the DIP Superpriority Claims shall not have priority over any stalking horse bid protections approved by the Court in the Chapter 11 Case with respect to an Acceptable Stalking Horse Purchase Agreement. The DIP Superpriority Claims shall (x) for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and (y) be subject and subordinate to the Carve Out. The DIP Superpriority Claims shall be payable by the Debtor and shall have recourse to all DIP Collateral, subject only to the Carve Out. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code, including in the event that this Final Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

8. *Use of DIP Collateral and Cash Collateral.*

(a) The Debtor is hereby authorized to use the proceeds of DIP Loans and Cash Collateral solely to the extent expressly permitted under the Approved Budget (subject to the Permitted Variance) and subject to the terms and conditions set forth in the Credit Agreement, this Final Order and the other DIP Documents. Unless otherwise agreed to by the Replacement DIP Lender, except on the terms and conditions of this Final Order, the Credit Agreement, and the other DIP Documents, it shall be an Event of Default under the DIP Documents to use the proceeds of the DIP Loans and the Cash Collateral absent further order of the Court.

(b) Without the prior written consent of the Replacement DIP Lender or order of the Court after notice and a hearing, the Debtor shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral (or enter into any binding agreement to do so), except as expressly permitted by the Credit Agreement or the other DIP Documents.

(c) Within one (1) business day of the date of receipt of the Net Cash Proceeds[6][6] from any disposition of the DIP Collateral (which, for the avoidance of doubt, shall exclude the

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[6] "**Net Cash Proceeds**" means, with respect to any non-ordinary course disposition (whether through a voluntary or involuntary sale, the loss, destruction, or damage thereof or any actual condemnation, confiscation, requisition, seizure, or taking thereof or otherwise) of the DIP Collateral, in whole or in part, by any Person, the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration) by or on behalf of such Person, in connection therewith, after deducting therefrom only (a) estimated fees, commissions, and expenses related thereto and required to be paid in connection with such sale or disposition, including any bid protections payable pursuant to an Acceptable Stalking Horse Purchase Agreement, (b) estimated taxes paid or payable to any taxing authorities in connection with such sale or disposition, in each case, only to the extent, that the amounts so deducted are properly attributable to such transaction and (c) any escrow or reserve for any adjustment in respect of the sale price of such asset or assets and indemnification payments (fixed or contingent) attributable to seller's indemnities and representations and warranties to purchaser in respect of the applicable sale or disposition or other liabilities in connection with such sale or disposition (provided that upon release of any such escrow or reserve, the amount released shall be considered Net Cash Proceeds).

"**Person**" means any natural person, corporation, limited liability company, limited partnership, general partnership, limited liability partnership, joint venture, trust, land trust, business or statutory trust, or other organization, irrespective of whether constituting a separate legal entity, and governments and agencies and political subdivisions thereof.

disposition of DIP Collateral in the ordinary course of business), the Debtor shall (i) in the event the Replacement DIP Lender has been selected as the Successful Bid with respect to a Plan Sponsor Alternative, at the Debtor's election, either (A) escrow an amount of Net Cash Proceeds equal to an amount not less than 110% of the amount of such Successful Bid by the Replacement DIP Lender (provided that, to the extent the DIP Obligations exceed the Successful Bid Amount, the Debtor has immediately applied Net Cash Proceeds of any applicable disposition in excess of the Successful Bid Amount to satisfy the remaining DIP Obligations (other than DIP Obligations subject to the Replacement DIP Lender's Successful Bid with respect to a Plan Sponsor Alternative) in accordance with Section 2.3(e) of the Credit Agreement) (the "**Successful Bid Amount**," and such escrowed funds, the "**Post-Sale Escrow**"), in a segregated escrow account established by the Debtor with a third-party escrow agent acceptable to the Replacement DIP Lender (for the avoidance of doubt, Kurtzman Carson Consultants, LLC d/b/a Verita Global, the Debtor's claims and noticing agent, shall be deemed acceptable to the Replacement DIP Lender as escrow agent) and pursuant to an escrow agreement acceptable to the Replacement DIP Lender, with such Post-Sale Escrow to be distributed (1) solely in accordance with a confirmed plan of reorganization, or (2) upon the termination or withdrawal of the Plan Sponsor Alternative in accordance with the terms thereof, which shall include, at DIP Lender's election, upon an Event of Default, or (B) immediately pay the Successful Bid Amount to the Replacement DIP Lender to satisfy the DIP Obligations until the DIP Obligations are Paid in Full; *provided* that, to the extent the DIP Obligations exceed the Successful Bid Amount, the Debtor shall immediately apply the Net Cash Proceeds of such sale in excess of the Successful Bid Amount to satisfy the remaining DIP Obligations until such remaining DIP Obligations are Paid in Full; or (ii) in the event the Replacement DIP Lender has not been selected as the Successful Bid with respect to a Plan

Sponsor Alternative and the Auction with respect the Plan Sponsor Alternative, if any, has concluded, immediately pay all Net Cash Proceeds of such sale to the Replacement DIP Lender to satisfy the DIP Obligations until the DIP Obligations are Paid in Full, in each case subject to the funding of the Carve Out.

(d) Unless waived by the Replacement DIP Lender in writing, within one (1) business day of the date of receipt of proceeds from any indebtedness (other than permitted indebtedness under the DIP Documents), the Debtor shall prepay the outstanding principal amount of the DIP Obligations in accordance with the DIP Documents in an amount equal to 100% of the Net Cash Proceeds received in connection with the incurrence of such indebtedness, plus accrued interest as applied to the principal amount of such prepayment.

9. *Budget and Variance Reporting*. The Debtor shall comply with the budget and variance reporting obligations set forth in the Credit Agreement and the other DIP Documents.

10. *Fees and Expenses*. Subject to the Expense Payment Cap, the invoices with respect to the professional fees and expenses payable under paragraph 2(c) of this Final Order shall not be required to comply with the U.S. Trustee guidelines, nor shall the applicable professionals be required to file fee applications with the Court with respect to any fees or expenses payable hereunder, and all invoices therefor may be in summary form only (and shall not be required to contain individual time entries, and may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client-privilege or of any benefits of the attorney work product doctrine), and shall, by email, be provided to counsel to the Debtor, counsel to the Committee, counsel to the Equity Committee, and the U.S. Trustee (the "**Fee Notice Parties**");

provided, *however*, if no formal objection to payment of the requested fees and expenses is made in writing by any of the Fee Notice Parties within five (5) business days after delivery of such invoices (the "**Fee Objection Period**"), then, upon the expiration of the Fee Objection Period, without further order of, or application to, the Court or notice to any other party, such fees and expenses shall be promptly paid by the Debtor and, in any event, no later than three (3) business days after expiration of the Fee Objection Period; *provided*, *further*, *however*, that if a formal objection is made by any of the Fee Notice Parties within the Fee Objection Period to payment of the requested fees and expenses, the undisputed portion shall promptly be paid by the Debtor, and in any event, no later than three (3) business days after expiration of the Fee Objection Period, and the disputed portion shall only be paid upon resolution of such objection by the applicable parties or by order of the Court. Any hearing on an objection to the payment of any fees, costs or expenses set forth in a professional fee invoice shall be limited to reasonableness of the fees, costs and expenses that are the subject of such objection or any issues relating to the application or the effects of the Expense Payment Cap, including the treatment of amounts in excess thereof.

11. *Reservation of Rights*. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the rights of the Replacement DIP Lender to seek any other or supplemental relief in respect of the Debtor; (b) the rights of the Replacement DIP Lender under the Credit Agreement and the other DIP Documents, the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code; (ii) request dismissal of the Chapter 11 Case, conversion of the Chapter 11 Case to a case under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers; or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a

chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable or otherwise) of the Replacement DIP Lender. Notwithstanding anything contained herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtor's or any party in interest's right to oppose (on an emergency basis if need be) any of the relief requested in accordance with the immediately preceding sentence, except as expressly set forth in this Final Order.

12. *Amendments*. Without the need for further notice to or approval of the Court, the Debtor is authorized to execute, deliver and perform under, one or more amendments, waivers, consents, or other modifications to and under the Credit Agreement and other DIP Documents, in each case, in accordance with the provisions of the applicable DIP Documents governing amendments thereto (and otherwise in form and substance acceptable to the Replacement DIP Lender); *provided*, *however,* that any amendment that (a) shortens the maturity of the extensions of credit thereunder; (b) increases the aggregate commitments thereunder; (c) increases the rate of interest or any fee payable thereunder; or (d) any other material amendment, waiver, consent or other modification (each, a "**Material DIP Amendment**"), shall be subject to approval of the Court.

13. *Modification of Automatic Stay*. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby vacated and modified, to the extent necessary to permit the Debtor and the Replacement DIP Lender to accomplish the transactions contemplated by this Final Order and the other DIP Documents, to permit: (a) the Debtor to grant the DIP Liens and the DIP Superpriority Claims, and to perform such acts as the Replacement DIP Lender may request to assure the perfection and priority of the DIP Liens; (b) the Debtor to incur all liabilities and obligations, including all of the DIP Obligations, to the Replacement DIP Lender as contemplated

under this Final Order, the Credit Agreement, and the other DIP Documents; (c) the Debtor to pay all amounts required hereunder and under the Credit Agreement and the other DIP Documents; (d) the Debtor to retain and apply payments made in accordance with the terms of this Final Order, the Credit Agreement, and the other DIP Documents; (e) subject to paragraph 19(b) of this Final Order, the Replacement DIP Lender to exercise, upon the occurrence and during the continuance of any DIP Termination Event (as defined below), all rights and remedies provided for in this Final Order, the Credit Agreement, the other DIP Documents, or applicable law; (f) to perform under this Final Order, the Credit Agreement, and the other DIP Documents, and to take any and all other actions that may be required, necessary, or desirable for the performance by the Debtor under this Final Order, the Credit Agreement and the other DIP Documents and the implementation of the transactions contemplated hereunder and thereunder; and (g) the implementation of all of the terms, rights, benefits, privileges, remedies, and provisions of this Final Order, the Credit Agreement, and the other DIP Documents.

14. *Perfection of DIP Liens*.

(a) Each of the DIP Orders shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of all liens and security interests granted therein and herein, including, without limitation, the DIP Liens, without the necessity of the execution, recordation or filing of any pledge, collateral or security agreements, mortgages, deeds of trust, lockbox or control agreements, financing statements, notations of certificates of title for titled goods, or any other document or instrument, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any DIP Collateral), to attach, validate, perfect or prioritize such liens and security interests, or to entitle the Replacement DIP Lender to the priorities granted in the DIP Orders

(each, a "**Perfection Act**") (other than, to the extent applicable, any such filings required under applicable non-U.S. law to attach, validate, perfect or prioritize such liens).

(b) Without in any way limiting the automatically effective perfection of the liens and security interests granted hereunder, the Credit Agreement and other DIP Documents, the Replacement DIP Lender is hereby authorized, but not required, as it may determine for any reason, to execute, file and record (with full power of submission, to the maximum extent permitted under applicable law) or otherwise effectuate any Perfection Act or to take any other action in order to attach, validate, perfect, and preserve the liens and security interests granted to them under the DIP Orders or other DIP Documents to otherwise evidence such liens and security interests in all DIP Collateral; *provided*, *however*, that, whether or not the Replacement DIP Lender determines to execute, file, record or otherwise effectuate any Perfection Act with respect to any liens or security interests granted hereunder, such liens and security interests shall nonetheless be deemed valid, perfected, allowed, enforceable, nonavoidable and not subject to objection, challenge, dispute, avoidance, recharacterization or subordination as of the entry of the Interim Order. Upon the request of the Replacement DIP Lender, without any further consent of any party, the Replacement DIP Lender and the Debtor are authorized, and the Debtor is directed, to take, execute, deliver and file such instruments (in each case, without representation or warranty of any kind) to enable the Replacement DIP Lender to further validate, perfect, preserve and enforce the DIP Liens. All such documents will be deemed to have been recorded and filed as of the entry of the Interim Order.

(c) A certified copy of this Final Order may be (but need not be) filed with or recorded in filing or recording offices in addition to or in lieu of any security documents, and all filing offices are hereby authorized to accept such certified copy of this Final Order for filing

and/or recording, as applicable. The automatic stay of section 362(a) of the Bankruptcy Code shall be modified to the extent necessary to permit the Replacement DIP Lender to take all actions referenced in this paragraph.

15. *Protection of DIP Lender's Rights*.

(a) In the event that any other person or entity, in each case, that holds a lien on or security interest in DIP Collateral that is junior or otherwise subordinate to the DIP Liens receives any DIP Collateral or proceeds of DIP Collateral, or receives any payment on account of such lien or security interest in the DIP Collateral, (whether in connection with the exercise of any right or remedy (including setoff), payment or distribution from the Debtor, mistake, or otherwise), prior to the Payment in Full of all DIP Obligations in accordance with the Credit Agreement, this Final Order, and the other DIP Documents (or the portion of the DIP Obligations having priority with respect to such payment), the Replacement DIP Lender reserves its right to seek entry of an order directing that such person or entity hold any such payment or proceeds of DIP Collateral in trust for the benefit of the Replacement DIP Lender and turn over all such proceeds on account of DIP Obligations having priority to the Replacement DIP Lender in the same form as received, with any necessary endorsements, for application in accordance with the Credit Agreement, this Final Order, and the other DIP Documents.

(b) Except as expressly provided herein or in the Credit Agreement, no claim or lien having a priority senior to or *pari passu* with those granted to the Replacement DIP Lender by this Final Order (other than any stalking horse bid protections approved by the Court in the Chapter 11 Case with respect to an Acceptable Stalking Horse Purchase Agreement and any liens perfected in accordance with section 546(b) of the Bankruptcy Code) shall be granted or permitted while any of the DIP Obligations remain outstanding. Except as expressly provided in this Final

Order, each of the DIP Liens and the DIP Superpriority Claims: (A) shall not be made junior or subordinated to or *pari passu* with (i) any lien, security interest or claim heretofore or hereinafter granted in the Chapter 11 Case or any Successor Case, (ii) any lien that is avoided and preserved for the benefit of the Debtor and its estate under section 551 of the Bankruptcy Code or otherwise, (iii) any lien arising after the Petition Date including, without limitation, any lien 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 Debtor, or (iv) any intercompany or affiliate lien or claim; and (B) shall not be subject to sections 510, 549, 550 or 551 of the Bankruptcy Code, the "equities of the case" exception of section 552 of the Bankruptcy Code, and section 506(c) of the Bankruptcy Code.

16. *Maintenance of DIP Collateral*. Until such time as (i) the Payment in Full of all DIP Obligations or (ii) the Payment in Full of all DIP Obligations in excess of the Successful Bid Amount, if applicable, and the funding of the Post-Sale Escrow (or as otherwise agreed in writing by the Replacement DIP Lender), in each case in accordance with this Final Order, the Credit Agreement, and the other DIP Documents, the Debtor shall continue to maintain and insure the DIP Collateral as required under the DIP Documents and applicable law. The Replacement DIP Lender shall automatically be deemed to be named as additional insured and lender loss payee under each insurance policy maintained by the Debtor that in any way relates to the DIP Collateral (including, without limitation, all property damage and business interruption insurance policies of the Debtor, whether expired, currently in place, or to be put in place in the future), and shall act in that capacity and distribute any proceeds recovered or received in respect of any such insurance policies, to the Replacement DIP Lender until the earlier of (i) the Payment in Full of all DIP Obligations or (ii) the Payment in Full of all DIP Obligations in excess of the Successful Bid

Amount, if applicable, and the funding of the Post-Sale Escrow, in each case in accordance with this Final Order, the Credit Agreement, and the other DIP Documents. Notwithstanding the foregoing, the Debtor shall take any actions reasonably requested by the Replacement DIP Lender to have the Replacement DIP Lender added as an additional insured and lenders loss payee on each such insurance policy.

17. *Cash Management*. Until such time as all DIP Obligations are Paid in Full in accordance with this Final Order, the Credit Agreement, and the other DIP Documents or the Replacement DIP Lender agrees otherwise in writing, the Debtor shall (a) maintain the cash management system in effect as of the Petition Date, as modified by the Interim Order and any order of the Court authorizing the continued use of the cash management system that is acceptable to the Replacement DIP Lender and (b) not open any new deposit or securities account that is not subject to the liens and security interests of the Replacement DIP Lender (in which case it shall be subject to the lien priorities and other provisions set forth in this Final Order), excluding any Professional Fees Account (as defined below).

18. *Reporting; Access to Records*. The Debtor shall provide the Replacement DIP Lender, the Replacement DIP Lender Advisors, counsel to the Committee, and the Equity Committee and its counsel with all reporting, management calls, access to books and records and other information required to be provided to the Replacement DIP Lender under the Credit Agreement and the other DIP Documents. Without limiting the requirements contained herein or in the Credit Agreement or the other DIP Documents, the Debtor shall (a) provide the Replacement DIP Lender and its counsel, as well as counsel to the Committee and the Equity Committee and its counsel, with (i) all reports, documents, and information required to be delivered under the Credit Agreement and the other DIP Documents (contemporaneously when the same is required

to be delivered thereunder), and (ii) reasonable access, upon reasonable notice and during regular business hours, to the Debtor's books and records, assets and properties, for purposes of monitoring the Debtor's business and operations and the value of the DIP Collateral, and (b) reasonably cooperate and consult with, and provide information reasonably requested by the Replacement DIP Lender, the Committee or Equity Committee (and their respective advisors) concerning the Debtor's business, financial condition, properties, business operations and assets.

19. *DIP Termination Events; Exercise of Remedies.*

(a) DIP Termination Events. The occurrence of any of the Events of Default set forth in the Credit Agreement shall constitute a "**DIP Termination Event**" under this Final Order (each a "**DIP Termination Event**," and the date upon which such DIP Termination Event occurs, the "**DIP Termination Date**"), unless waived in writing by the Replacement DIP Lender.

(b) Remedies Upon DIP Termination Event. Upon the occurrence and during the continuation of a DIP Termination Event, without further notice to, hearing, or order from the Court, the automatic stay provisions of section 362 of the Bankruptcy Code shall be vacated and modified to the extent necessary to permit the Replacement DIP Lender to: (i) deliver to the Debtor a notice declaring the occurrence of a DIP Termination Event; (ii) declare the termination, reduction or restriction of the DIP Commitments (to the extent any such commitment remains), whereupon the DIP Commitments shall be terminated, reduced, or restricted; (iii) declare the DIP Obligations then outstanding to be due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Debtor; (iv) declare the reduction or restriction on the Replacement DIP Facility, whereupon the Replacement DIP Facility shall be reduced or restricted; (v) declare the termination, restriction, or revocation of the ability of the Debtor to use Cash Collateral; (vi) charge interest at the default rate under the Replacement

DIP Facility; (vii) freeze all monies or balances in any deposit accounts of the Debtor; (viii) immediately exercise any and all rights of set-off; (ix) exercise any right or remedy against the DIP Collateral, including, without limitation, the foreclosure on or disposition of DIP Collateral for application towards the DIP Obligations or causing the Post-Sale Escrow to be applied to payment of the DIP Obligations; (x) file a motion seeking Court authority to sell all or substantially all of the Debtor's assets pursuant to section 363 of the Bankruptcy Code; or (xi) take any other action or exercise any other right or remedy permitted under the Credit Agreement, this Final Order, the other DIP Documents, or applicable law; *provided* that, in the case of the enforcement of rights against the DIP Collateral or the Post-Sale Escrow other than due to the occurrence of the DIP Termination Date, the Replacement DIP Lender shall provide counsel to the Debtor, counsel to the Committee, counsel to the Equity Committee, and the U.S. Trustee five (5) business days' prior written notice (such notice, the "**Remedies Notice**" and such notice period, the "**Remedies Notice Period**")[7] (which may be provided by email or other electronic means), and during such Remedies Notice Period, the Debtor, the Committee, the Equity Committee, and/or any other party in interest shall be permitted to request an emergency hearing (an "**Emergency Hearing**") before the Court (which request must be made prior to the conclusion of the Remedies Notice Period, and shall seek consideration of such request on an expedited basis); *provided*, *however*, that, during the Remedies Notice Period, the Debtor is permitted to use Cash Collateral solely to fund expenses critically necessary to preserve the value of the Debtor's business and fund the Carve Out Reserves (as defined below). For the avoidance of doubt, in the case of the enforcement of rights against the DIP Collateral, the Debtor shall be deemed to have granted the Replacement DIP Lender

[7] For the avoidance of doubt, the Remedies Notice, or any other notice contemplated under this paragraph 19 may be included in the Carve Out Trigger Notice.

standing to pursue such actions. If an Emergency Hearing is requested to be heard prior to the expiration of the Remedies Notice Period but is scheduled to be heard after the expiration of the Remedies Notice Period by the Court, the Remedies Notice Period shall be automatically extended to the date of such hearing.

(c) Unless the Court orders otherwise during the Remedies Notice Period, following the expiration of the Remedies Notice Period, without further notice to, hearing or order from the Court, the automatic stay of section 362 of the Bankruptcy Code shall automatically be vacated and modified for the purposes of permitting the Replacement DIP Lender to exercise any and all rights and remedies available to them under this Final Order, the Credit Agreement, the other DIP Documents, and applicable law.

20. *No Waiver by Failure to Seek Relief*. The rights and remedies of the Replacement DIP Lender are cumulative and not exclusive of any rights or remedies that the Replacement DIP Lender may have under the Credit Agreement, the other DIP Documents, applicable law or otherwise. The failure or delay on the part of the Replacement DIP Lender to seek relief or otherwise exercise its rights and remedies under this Final Order, the Credit Agreement, the other DIP Documents, or applicable law, as the case may be, shall not constitute a waiver of any of its rights hereunder, thereunder or otherwise. No delay on the part of any party in the exercise of any right or remedy under this Final Order, the Credit Agreement, or the other DIP Documents shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. None of the rights or remedies of any party under this Final Order, the Credit Agreement, or the other DIP Documents shall be deemed to have been amended, modified, suspended, or waived unless such amendment, modification, suspension, or waiver is express, in writing and signed by the requisite parties under the Credit Agreement. No consent, approval, or

similar rights of the Replacement DIP Lender under the DIP Documents shall be implied by any inaction or acquiescence by the Replacement DIP Lender.

21. *Carve Out.*

(a) Carve Out. The term "***Carve Out***" means an amount equal to the sum of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate; (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) to the extent allowed by the Court at any time, whether by interim order, procedural order, or otherwise (which order has not been vacated or stayed), all unpaid fees and expenses, whether allowed by the Court before or after delivery of a Carve Out Trigger Notice (collectively, the "**Allowed Professional Fees**"), incurred by Persons or firms retained by the Debtor pursuant to section 327, 328, or 363 of the Bankruptcy Code (collectively, the "**Debtor Professionals**"), the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "**Committee Professionals**"), or the Equity Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "**Equity Committee Professionals**," and together with Debtor Professionals and the Committee Professionals, the "**Professional Persons**") at any time before or on the first business day following delivery by the Replacement DIP Lender of a Carve Out Trigger Notice (as defined below); *provided* that the amounts set forth in clause (iii) shall be subject to the aggregate amounts for Professional Persons in the Approved Budget and any limits under the DIP Orders (*provided*, that for the avoidance of doubt, Professional Persons may carry forward or roll back budgeted but unused disbursements set forth in the Budget for any week for use in any subsequent or prior week(s), as applicable) (the amounts set forth in clauses (i)-(iii) being the "**Pre-Carve Out Trigger Notice Amounts**"); and (iv) Allowed Professional Fees of Professional Persons in an

aggregate amount not to exceed $3,000,000 incurred after the first business day following the date of delivery by the Replacement DIP Lender of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "**Post-Carve Out Trigger Notice Cap**"); *provided*, *however*, that nothing herein shall be construed to impair the ability of any party in interest (including the Replacement DIP Lender) to object to the fees, expenses, reimbursement, or compensation described in clauses (i) through (iv) of this paragraph 21(a) on any grounds. In the event that Allowed Professional Fees exceed or are expected to exceed the amounts provided in the Approved Budget, the parties will negotiate in good faith (but without further obligation) regarding a proposed amendment to the Approved Budget to address such additional Allowed Professional Fees. The "**Carve Out Trigger Notice**" shall mean a written notice delivered by email (or other electronic means) by the Replacement DIP Lender to counsel to the Debtor, the U.S. Trustee, counsel to the Committee, and counsel to the Equity Committee, which notice may be delivered following the occurrence and during the continuation of a DIP Termination Event and the acceleration of the DIP Obligations under the Replacement DIP Facility.

(b) Carve Out Reserves. From and after the Petition Date, the Debtor shall, on Monday of each week, transfer cash proceeds of the Replacement DIP Facility or cash on hand into a segregated account (the "**Professional Fees Account**") maintained by the Debtor in an amount equal to the fees and expenses reflected in the Approved Budget for Professional Persons for that week (*provided*, that the first such transfer shall also include any such fees and expenses reflected in the Approved Budget for any prior weeks). The Professional Fees Account, if applicable, shall be held in trust and used solely to satisfy Allowed Professional Fees; *provided*, that the Debtor's obligations to pay Allowed Professional Fees shall not be limited or be deemed

limited to funds held in the Professional Fees Account; *provided*, *further* that the Debtor's reversionary interest, if any, in the Professional Fees Account and any funds therein shall be subject to the DIP Liens. On the day on which a Carve Out Trigger Notice is delivered in accordance with paragraph 21(a) of this Final Order (the "**Termination Declaration Date**"), the Carve Out Trigger Notice shall constitute a demand to the Debtor to utilize all cash (including Cash Collateral) on hand as of such date, including funds in the Professional Fees Account, if applicable (net of any amounts held on retainer by any Professional Persons), and any available cash thereafter held by the Debtor to fund a reserve (the "**Pre-Carve Out Trigger Notice Reserve**") in an amount equal to the then unpaid amounts of the Pre-Carve Out Trigger Notice Amounts accrued on and prior to the Termination Declaration Date. Upon the occurrence of a Termination Declaration Date, Professional Persons shall have three (3) business days thereafter to deliver, to the Debtor Professionals and the Replacement DIP Lender, such Professional Persons' reasonable good faith estimate of the Allowed Professional Fees incurred by such Professional Persons through and including the Termination Declaration Date. On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to the Debtor as of such date to utilize all cash (including Cash Collateral) on hand as of such date (net of any amounts held on retainer by any Professional Persons) to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (the "**Post-Carve Out Trigger Notice Reserve**" and, together with the Pre-Carve Out Trigger Notice Reserve, the "**Carve Out Reserves**"). The Carve Out Reserves shall be deposited in the Professional Fees Account, to be held in trust, and used solely to satisfy Allowed Professional Fees benefitting from the Carve Out in accordance with the terms hereof until such Allowed Professional Fees are paid in full. All funds in the Pre-Carve Out Trigger Notice Reserve shall be subject to the DIP Liens, but used first to pay the outstanding obligations

set forth in clauses (i) through (iii) of paragraph 21(a) (but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap), until paid in full, and then, to the extent the-Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Replacement DIP Lender for application to the DIP Obligations in accordance with the Credit Agreement and the other DIP Documents, unless and until the DIP Obligations are Paid in Full. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the outstanding obligations set forth in clause (iv) of paragraph 21(a), and then, to the extent the-Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Replacement DIP Lender for application to the DIP Obligations in accordance with the Credit Agreement and the other DIP Documents, unless and until the DIP Obligations are Paid in Full. Notwithstanding anything to the contrary in this Final Order, (x) disbursements by the Debtor from the Carve Out Reserves shall not constitute loans or indebtedness under the Credit Agreement or otherwise increase or reduce the DIP Obligations, (y) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (z) nothing contained herein shall constitute a cap or limitation on the ability of the Professional Persons to assert a claim on account of Allowed Professional Fees that are due and payable by the Debtor.

(c) Carve Out Draw. Subject to exhaustion of the DIP Commitments and subject to the amounts for Allowed Professional Fees in the Approved Budget as in effect immediately prior to the DIP Termination Event, the Debtor shall be permitted to draw on the Replacement DIP Facility in the amount of the Carve Out as of the date of the Carve Out Trigger Notice less the amounts contained in the Carve Out Reserves, notwithstanding any default, Event of Default, or the occurrence of a DIP Termination Event. Any Carve Out Trigger Notice shall be deemed a consent by the Replacement DIP Lender to the Debtor depositing Cash Collateral or DIP

Facility proceeds into the Pre-Carve Out Trigger Notice Reserve in an amount equal to any Pre-Carve Out Trigger Notice Amounts that are budgeted and reflected in the Approved Budget through the date of the Carve Out Trigger Notice that have not been deposited in the Pre-Carve Out Trigger Notice Reserve and into the Post-Carve Out Trigger Notice Reserve in an amount equal to the Post-Carve Out Trigger Notice Cap reflected in the Approved Budget through the date of the Carve Out Trigger Notice that have not been deposited in the Post-Carve Out Trigger Notice Reserve.

(d) Payment of Allowed Professional Fees Prior to Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out on a dollar-for-dollar basis.

(e) Payment of Carve Out on or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out and the amounts required to fund the Carve Out Reserves on a dollar-for-dollar basis; *provided*, *however*, prior to repayment from the Carve Out Reserves, any retainers held by Professional Persons shall be applied to repay the obligations set forth in clauses (iii) through (iv) of paragraph 21(a) prior to repayment of such obligations from the Carve Out Reserves, and, concurrent with such repayment of such obligations using such retainers, the Carve Out shall permanently be reduced on a dollar for dollar basis.

(f) No Direct Obligation to Pay Allowed Professional Fees. The Replacement DIP Lender shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Case or any

Successor Case under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the Replacement DIP Lender, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtor has sufficient funds to pay such compensation or reimbursement.

22. *Limitations on Use of DIP Collateral, Cash Collateral, Carve Out or Other Funds*. Notwithstanding anything contained in the DIP Orders or any other order of the Court to the contrary, no DIP Collateral, DIP Loans, Cash Collateral, proceeds of any of the foregoing, any portion of the Carve Out, or any other funds, may be used (nor shall any professional fees, costs, or expenses be paid or applied in connection therewith) by the Debtor, any statutory or non-statutory committees appointed or formed in the Chapter 11 Case, or any other-party-in-interest (including without limitation any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for the Debtor in the Chapter 11 Case or any Successor Case), directly or indirectly:

(a) to investigate (including by way of examinations or discovery proceedings, whether formal or informal), prepare, assert, initiate, commence, support or prosecute (or finance the initiation or prosecution of) any claim, counterclaim, cross-claim, Cause of Action, suit, arbitration, proceeding, application, motion, contested matter, objection, defense, adversary proceeding, litigation or other proceeding of any nature or description (whether for monetary, injunctive, affirmative relief or otherwise) against the Replacement DIP Lender or its Representatives, including, without limitation, (i) any objection or challenge to the amount, validity, enforceability, extent, perfection or priority in the Credit Agreement and the other DIP Documents, the DIP Obligations, the DIP Liens, or the DIP Collateral, (ii) any Avoidance Actions, (iii) any so-called "lender liability" claims, (iv) any claim or Cause of Action seeking the invalidation, reduction, setoff, offset, recoupment, avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), reclassification, disgorgement, disallowance, impairment, marshaling, surcharging or recovery with respect to the DIP Liens, the DIP Obligations, the Credit Agreement or the other DIP Documents, or the DIP Collateral, (v) any other claim or Cause of Action of any nature and description whatsoever, whether arising under the Bankruptcy Code, applicable non-bankruptcy law, any other domestic or foreign statute, law, rule or regulation or otherwise, against the Replacement DIP Lender or its Representatives;

(b) objecting to, appealing or otherwise challenging the DIP Orders, the Replacement DIP Facility, the DIP Obligations, the DIP Liens, the Credit Agreement, the other DIP Documents or the transactions contemplated hereunder or thereunder;

(c) objecting to or seeking to impair, modify or interfere with any of the rights, remedies, priorities, privileges, protections, or benefits granted to the Replacement DIP Lender under this Final Order, the Credit Agreement, or the other DIP Documents (other than to contest whether a DIP Termination Event has occurred and is continuing); except that nothing herein shall prevent the Committee or Equity Committee from objecting to any future motion, amendment, waiver, exercise of remedies, or other relief requested by the Replacement DIP Lender after entry of this Final Order;

(d) objecting to or seeking to prevent, hinder, interfere with or otherwise delay the Replacement DIP Lender's assertion, enforcement, exercise of remedies or realization upon any DIP Collateral in accordance with this Final Order, the Credit Agreement or the other DIP Documents (as applicable) (other than to contest whether a DIP Termination Event has occurred and is continuing); *provided* that nothing herein shall prevent the Committee or Equity Committee from contesting whether a default has occurred, whether the requested remedies are appropriate, or whether the Replacement DIP Lender has complied with this Final Order or the DIP Documents;

(e) seeking or requesting authorization to obtain postpetition financing (whether equity or debt) or other financial accommodations pursuant to sections 364(c) or (d) of the Bankruptcy Code, or otherwise, unless such financing is sufficient to cause the Payment in Full of all DIP Obligations at the closing of such financing (or as otherwise agreed in writing by the Replacement DIP Lender);

(f) seeking or requesting authorization to obtain superpriority claims or liens or security interests (other than liens or security interests expressly permitted under the Credit Agreement) in any portion of the DIP Collateral that are senior to or *pari passu* with the DIP Liens, or the DIP Superpriority Claims unless all DIP Obligations have been Paid in Full (or as otherwise agreed in writing by the Replacement DIP Lender);

(g) seeking or requesting to use Cash Collateral, other than pursuant to further order of the Court, or sell or otherwise dispose of DIP Collateral (without the prior written consent of the Replacement DIP Lender) other than as provided herein and in the Credit Agreement; or

(h) seeking to pay any amount on account of any claims arising prior to the commencement of the Chapter 11 Case, unless such payments are agreed to in writing by the Replacement DIP Lender (or are otherwise included in the Approved Budget).

23. *Limitation on Charging Expenses*. Except to the extent of the Carve Out or as provided in this Final Order, no costs or expenses of administration of the Chapter 11 Case or any Successor Case at any time, including, without limitation, any costs and expenses incurred in connection with the preservation, protection, or enhancement of realization by the Replacement DIP Lender upon the DIP Collateral shall be charged against or recovered from the DIP Collateral as to the Replacement DIP Lender, whether pursuant to section 506(c) of the Bankruptcy Code,

any other legal or equitable doctrine (including unjust enrichment) or otherwise, without the prior written consent of the Replacement DIP Lender, in its sole discretion, with respect to the DIP Collateral, and no such consent shall be implied, directly or indirectly, from anything contained in this Final Order (including, without limitation, consent to the Carve Out or the approval of any budget hereunder) or from any other action, inaction, or acquiescence by the Replacement DIP Lender.

24. *No Marshaling*. In no event shall the Replacement DIP Lender be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, or the DIP Obligations, and all proceeds of the DIP Collateral shall be received and applied in accordance with this Final Order, the Credit Agreement, and the other DIP Documents.

25. *Right to Credit Bid*. Subject to section 363(k) of the Bankruptcy Code, as applicable, the Replacement DIP Lender or its designee (which may be an acquisition vehicle formed by the Replacement DIP Lender) shall have the unqualified right to credit bid up to the full amount of the DIP Obligations in any sale of all or any portion of DIP Collateral (including, for the avoidance of doubt, any asset for which the DIP Collateral is limited to the proceeds thereof as a result of applicable law prohibiting encumbrances from being attached to such asset), subject to and in accordance with the DIP Documents, without the need for further order of the Court authorizing same, whether in a sale under or pursuant to section 363 of the Bankruptcy Code, a chapter 11 plan subject to confirmation under section 1129(b)(2)(A) of the Bankruptcy Code, a sale or disposition by a chapter 7 trustee for the Debtor under section 725 of the Bankruptcy Code, or otherwise. The Replacement DIP Lender shall have the absolute right to assign, transfer, sell, or otherwise dispose of its rights to credit bid (subject to this Final Order) to any acquisition vehicle formed in connection with such bid or other designee. Nothing in this paragraph shall be construed

to impair the ability of any party in interest to object to, seek to limit, condition, or deny, or otherwise contest, for cause, any credit bid by the Replacement DIP Lender (including under section 363(k) of the Bankruptcy Code) in connection with an application seeking approval of a sale under or pursuant to section 363 of the Bankruptcy Code, a chapter 11 plan subject to confirmation under section 1129(b)(2)(A) of the Bankruptcy Code, or a sale or disposition by the Chapter 7 trustee for the debtor under section 725 of the Bankruptcy Code.

26. *Binding Effect; Successors and Assigns*. The provisions of the Credit Agreement, this Final Order, and the other DIP Documents, including all findings and conclusions of law herein, shall be binding upon all parties in interest in the Chapter 11 Case and any Successor Case, including without limitation, the Replacement DIP Lender, the Committee or any other committee appointed or formed in the Chapter 11 Case and any Successor Case, and their respective successors and assigns (including any chapter 11 trustee or chapter 7 trustee or examiner appointed or elected in the Chapter 11 Case or any Successor Case, or any other fiduciary appointed as a legal representative of the Debtor or with respect to the property of the estate of the Debtor), and shall inure to the benefit of the Debtor, the Replacement DIP Lender, and their respective successors and assigns; *provided*, for the avoidance of doubt, that the Replacement DIP Lender shall have no obligation to make any loan, permit the use of DIP Collateral (including any Cash Collateral) or extend any financing to any chapter 11 trustee or chapter 7 trustee or similar responsible person appointed for the estate of the Debtor in the Chapter 11 Case or any Successor Case.

27. *No Waivers or Modifications of Final Order*. Until and unless the DIP Obligations have been Paid in Full, the Debtor irrevocably waives the right to seek, and shall not seek or consent to, directly or indirectly, without the prior written consent of the Replacement DIP Lender,

(a) any modification, stay, vacatur or amendment to this Final Order, (b) the allowance of any claim against the Debtor in the Chapter 11 Case or any Successor Case equal or superior to the DIP Superpriority Claims (other than the Carve Out), (c) the grant of any lien or security interest on any DIP Collateral with priority equal to or superior to the DIP Liens, except as expressly permitted hereunder or under the Credit Agreement or other DIP Documents, or (d) the entry of any order authorizing the use of DIP Collateral (including Cash Collateral) that is inconsistent with the DIP Orders.

28. *Proceeds of Subsequent Financings*. Without limiting the provisions of the immediately preceding paragraph, if at any time prior to the Payment in Full of all of the DIP Obligations, either the Debtor, its estate, any chapter 11 trustee, chapter 7 trustee or examiner with enlarged powers, or any responsible officer subsequently appointed in the Chapter 11 Case or any Successor Case, shall obtain credit or incur debt pursuant to sections 364(b), (c), or (d) of the Bankruptcy Code or otherwise obtain any other form of financing either in violation of the applicable DIP Documents, or otherwise at any time before the Payment in Full of all DIP Obligations and the termination of the Replacement DIP Lender's commitments under the Replacement DIP Facility, then, unless otherwise agreed in writing by the Replacement DIP Lender, all of the cash proceeds derived from such credit or debt intended to refinance the DIP Obligations shall immediately be paid to the Replacement DIP Lender on account of its DIP Obligations pursuant to the Credit Agreement and the other DIP Documents.

29. *Preservation of Rights Granted Under Final Order.*

(a) Good Faith Under Section 364(e) of the Bankruptcy Code. The Replacement DIP Lender has acted in good faith in connection with this Final Order, the Replacement DIP Facility, the Credit Agreement and the other DIP Documents, and its reliance

on this Final Order is in good faith. Based on the findings set forth in this Final Order and upon the record made at the Hearings and during the Chapter 11 Case, the Replacement DIP Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed by a subsequent judgment or order of the Court or any other court, any such reversal, stay, modification or vacatur shall not affect (i) the validity or enforceability of advances previously made hereunder or under the Credit Agreement or other DIP Documents by the Replacement DIP Lender to the Debtor, (ii) the validity or enforceability of any obligation, indebtedness or liability incurred under this Final Order, the Credit Agreement, or the other DIP Documents by the Debtor to the Replacement DIP Lender, (iii) the validity, enforceability, or perfection of any of the claims, liens, security interests, rights, privileges or benefits granted hereunder or under the DIP Documents, or (iv) the payment of any fees, costs, expenses or other amounts, in the case of each of the foregoing, prior to the actual receipt of written notice by the Replacement DIP Lender, to be sent as of the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification or vacatur, any such claim, lien, or security interest, right, privilege, remedy or benefit shall be governed in all respects by the original provisions of this Final Order, the Credit Agreement, and the other DIP Documents.

(b) Survival. The terms and provisions of this Final Order, the Credit Agreement, and the other DIP Documents (including, without limitation, all of the claims, liens and security interests, rights, priorities, privileges, remedies, benefits, and protections granted to the Replacement DIP Lender under this Final Order, the Credit Agreement, and the other DIP Documents), and any actions taken pursuant hereto or thereto, shall survive, shall continue in full force and effect, shall remain binding on all parties-in-interest, and shall be governed by the

original provisions of this Final Order and maintain their priorities as set forth in this Final Order, and shall not be modified, impaired, or discharged by, entry of any order that may be entered (i) confirming any chapter 11 plan in the Chapter 11 Case, (ii) converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, (iii) dismissing the Chapter 11 Case, (iv) pursuant to which the Court abstains from hearing the Chapter 11 Case, or (v) approving the sale or disposition of any DIP Collateral (except as expressly permitted in the Credit Agreement), in each case, until all of the DIP Obligations have been Paid in Full in accordance with the Credit Agreement and the other DIP Documents (unless the Replacement DIP Lender has otherwise agreed in writing).

(c) Dismissal/Conversion. If any order dismissing the Chapter 11 Case under section 1112 of the Bankruptcy Code or converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code), that (i) all of the claims, liens and security interests, rights, priorities, privileges, remedies, benefits and protections granted to the Replacement DIP Lender hereunder and under the Credit Agreement and the other DIP Documents shall continue in full force and effect and shall maintain their priorities as provided in this Final Order and the other DIP Documents until all DIP Obligations have been Paid in Full (and that all such claims, liens and security interests, rights, priorities, privileges, remedies, benefits and protections, notwithstanding such dismissal or conversion, remain binding on all parties in interest), and (ii) the Court shall retain jurisdiction, notwithstanding such dismissal or conversion, for the purposes of enforcing this Final Order, the Credit Agreement, the other DIP Documents and all of the claims, liens and security interests, rights, priorities, privileges, remedies, benefits and protections granted to the Replacement DIP Lender.

30. *Loss or Damage to Collateral*. So long as the Replacement DIP Lender complies with its obligations under the Credit Agreement and does not engage in willful misconduct, gross negligence, or actual fraud in respect thereof, (a) the Replacement DIP Lender 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 solely by the Debtor.

31. *Proofs of Claim*. The Replacement DIP Lender shall not be required to file a proof of claim or request for payment of administrative expenses in the Chapter 11 Case or any Successor Case in order to assert claims for payment or otherwise in respect of the DIP Obligations. The Debtor's Stipulations, acknowledgments and provisions set forth in this Final Order are deemed sufficient to and do constitute timely filed proofs of claim or request for payment of administrative expenses in respect of such claims arising under the DIP Documents against the Debtor. Any order entered by the Court establishing a bar date in the Chapter 11 Case or any Successor Case shall not apply to the Replacement DIP Lender or the DIP Obligations; *provided*, *however*, that, notwithstanding any order entered by the Court establishing a bar date in the Chapter 11 Case or any Successor Case to the contrary, the Replacement DIP Lender, in its sole discretion, may (but is not required to) file (and amend and/or supplement) a proof of claim and/or aggregate proofs of claim in the Chapter 11 Case and any Successor Case, and any such proof of claim may (but is not required to be) filed as one consolidated master proof of claim in the Debtor's Chapter 11 Case. Such consolidated or master proofs of claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by the Debtor to the applicable

party, which instruments, agreements, or other documents will be provided upon reasonable written request to the Replacement DIP Lender, as the case may be. Any proof of claim filed by or on behalf of the Replacement DIP Lender shall be deemed to be in addition to (and not in lieu of) any other proof of claim that may be filed by any such persons. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

32. *Limitation of Liability*. Nothing in the DIP Orders, the Credit Agreement, the other DIP Documents, or any documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the Replacement DIP Lender of any liability for any claim arising from, in connection with or related to the prepetition or postpetition activities of the Debtor or its affiliates in the operation of its business, its restructuring efforts or in connection with the administration of the Chapter 11 Case. In determining to make any loan or extension of credit or permit the use of Cash Collateral under the Credit Agreement and the other DIP Documents, the Replacement DIP Lender shall not (a) be deemed to be in control of the operations of the Debtor, (b) owe any fiduciary duty to the Debtor or its creditors, shareholders (or other equity or membership interest holders) or estate, or (c) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" with respect to the operation or management of the Debtor (as such terms or any similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S. §§ 9601 et seq., as amended, or any similar federal or state statute).

33. *Payments Free and Clear*. Subject to the Carve Out, any and all payments or proceeds remitted to the Replacement DIP Lender pursuant to the Credit Agreement, the DIP Orders, the other DIP Documents, or any subsequent order of the Court shall be irrevocable

(subject, solely in the case of certain professional fees, the fee review procedures set forth in paragraph 10 of this Final Order), received free and clear of any claim, charge, assessment or other liability, including without limitation, any claim or charge asserted or assessed by, through or on behalf of the Debtor (subject to paragraph 23 hereof) or otherwise.

34. *Third Party Beneficiary*. Except as expressly set forth herein, no rights are created hereunder for the benefit of any third party, any creditor or any direct, indirect, or incidental beneficiary.

35. *Replacement DIP Lender Designations*. References in Court orders, including the Bidding Procedures Order,[8] to the "DIP Lender" shall be deemed substituted with the "Replacement DIP Lender" with respect to designations as Notice Parties, Sale Notice Parties, and Consultation Parties, unless the context otherwise requires.

36. *Final Order Controls*. In the event of any conflict or inconsistency between or among the terms or provisions of this Final Order and the DIP Documents, the terms and provisions of this Final Order shall govern and control.

37. *Effectiveness*. This Final Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable effective immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014, any Local Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

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[8] The term "**Bidding Procedures Order**" means the *Order (A) Approving Bidding Procedures for the Sale of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and Granting Bid Protections, (D) Approving Assumption and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing and Approving Forms and Manner of Notice Thereof (F) Granting Certain Related Relief* [Docket No. 122].

38. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Replacement DIP Motion.

39. *Headings*. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order. When used in this Final Order, the word "including" shall not imply limitation.

40. *Necessary Action*. The Debtor is authorized to take any and all such actions as are necessary, required, or appropriate to implement and effectuate the terms of this Final Order, the Credit Agreement, the other DIP Documents, and the transactions contemplated hereunder and thereunder.

41. *Retention of Jurisdiction*. The Court retains jurisdiction to hear, determine and, if applicable, enforce the terms of any and all matters arising from or related to the Replacement DIP Facility, the Credit Agreement, this Final Order, and the other DIP Documents.

42. *Notice of Entry of Final Order*. The Debtor shall serve in accordance with Local Rule 9013-1(m)(iv) copies of this Final Order to the parties that have been given notice of the Interim Hearing, to the Committee, the Equity Committee, and any party that has filed a request for notices with the Court.

Exhibit 1

Form of Credit Agreement

SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION LOAN, GUARANTY, AND SECURITY AGREEMENT

by and among

SANGAMO THERAPEUTICS, INC.,

as Borrower

THE OTHER LOAN PARTIES PARTY HERETO,

as Guarantors

and

FUTURE SOLUTION INVESTMENTS LLC
as Lender

Dated as of August [__], 2026

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SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION LOAN, GUARANTY, AND SECURITY AGREEMENT

THIS SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION LOAN, GUARANTY, AND SECURITY AGREEMENT (this "Agreement"), is entered into as of August [__], 2026 (the "Effective Date"), by and among SANGAMO THERAPEUTICS, INC., a Delaware corporation ("Sangamo"), as borrower (the "Borrower"), the guarantors from time to time party hereto (collectively, "Guarantors" and each, a "Guarantor," and together with Borrower, "Loan Parties" and each, a "Loan Party"), and Future Solution Investments LLC, a Wyoming limited liability company, as lender (together with its successors and assigns, "Lender"). Capitalized terms used, but not defined, in the preamble and recitals to this Agreement shall have the meanings ascribed to such terms in Section 1.1 hereof unless otherwise stated.

WHEREAS, on June 23, 2026 (the "Petition Date"), Borrower (in such capacity, the "Debtor,") commenced a voluntary case for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case") and filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (collectively with any appellate court having jurisdiction over the Chapter 11 Case from time to time, the "Bankruptcy Court");

WHEREAS, Borrower remains in possession of its business and manages its properties as debtor and debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, Borrower has requested that Lender provide a non-amortizing, super-priority senior secured term loan facility to Borrower, pursuant to sections 105, 363, 364(c), and 364(d) of the Bankruptcy Code, in a total aggregate principal amount of up to thirty-five million Dollars ($35,000,000), consisting of (a) eighteen million Dollars ($18,000,000) (the "Interim Term Loan"), which was previously made available to, and drawn by, Borrower pursuant to the Interim Order, and (b) the remaining balance of the DIP Commitments upon entry of the Final Order (the "Delayed Draw Term Loan", together with the Interim Term Loan, the "Loans") and subject to the terms and conditions hereof and in the other Loan Documents; and

WHEREAS, Lender has indicated its willingness to fund the Delayed Draw Term Loan to Borrower on the terms and conditions set forth herein and in the other Loan Documents and in accordance with sections 105, 363, 364(c), and 364(d) of the Bankruptcy Code, so long as all of the Obligations are (a) secured by first priority senior secured Liens (subject to only the Carve Out as provided herein and in the other Loan Documents) on the Collateral, in each case, as provided herein and in the other Loan Documents, including the DIP Orders (excluding, for the avoidance of doubt, Permitted Liens), and (b) given superpriority status as provided in the DIP Orders, and each Loan Party has agreed, *inter alia*, to grant the Liens as set forth in this Agreement and in the other Loan Documents and that Lender shall have Superpriority Claims in the Chapter 11 Case for the repayment of the Obligations pursuant to the DIP Orders;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 **Definitions**. As used in this Agreement, the following terms shall have the meanings set forth below:

"Acceptable Plan" means a plan of reorganization or liquidation, in form and substance reasonably acceptable to Lender, for any Loan Party that is either (a) approved by Lender in its discretion before same is filed with the Bankruptcy Court, or (b) provides for Payment in Full on or prior to the effective date of such plan as a condition to the effectiveness thereof.

"Acceptable Sale" means a Sale of all or substantially all of Borrower's assets pursuant to section 363 of the Bankruptcy Code, in accordance with a Sale Order, or otherwise where either: (a) the Sale, by itself or with one or more related transactions, (i) provides for Payment in Full; (ii) each purchaser has demonstrated that it has (A) cash or cash equivalents in the amount of the purchase price set forth in any purchase agreement or other applicable transaction document(s), (B) a signed commitment to lend, acceptable to Lender in its sole discretion, from a recognized lender in the amount of such purchase price, or (C) a combination thereof, necessary to consummate any purchase agreement or other applicable transaction document(s); (iii) the closing of the Sales shall occur on or prior to the Maturity Date; and (iv) such proposed Sale (including, for the avoidance of doubt, any order approving such Sale) is acceptable to Lender in its sole discretion; (b) a sale or Sale Order pursuant to an Acceptable Stalking Horse Purchase Agreement or any successful overbid or alternative transaction(s) relating thereto, in accordance with the Bidding Procedures filed in the Chapter 11 Case; or (c) Lender, in its sole discretion, provides its prior written consent to such Sale before the same is approved by the Bankruptcy Court.

"Acceptable Stalking Horse Purchase Agreement" has the meaning set forth in the DIP Term Sheet.

"Additional Documents" has the meaning set forth in Section 5.13(b).

"Advance" has the meaning set forth in Section 2.1.

"Adverse Action" has the meaning set forth in Section 8.1(y).

"Affiliate" means, as to any Person, any other Person (a) that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, (b) who is a manager, director, or officer (i) of such Person, (ii) of any Subsidiary of such Person, or (iii) of any Person described in clause (a) above with respect to such Person, or (c) which, directly or indirectly through one or more intermediaries, is the beneficial or record owner (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended, as the same is in effect on the Effective Date) of ten percent (10%) or more of any class of the outstanding Voting Equity Interests, securities or other equity or ownership interests of such Person. For purposes of this definition, the term "control" (and the correlative terms, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, whether through ownership of securities or other interests, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Allowed Professional Fees" has the meaning set forth in the Final Order.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Loan Parties or any of their respective Subsidiaries from time to time concerning or relating to bribery or corruption.

"Approved Budget" means, as applicable, (a) the initial budget, prepared by Borrower, for an 11-week period commencing on the Petition Date that sets forth in reasonable detail all of Borrower's projected (i) Cash Receipts, (ii) Cash Operating Disbursements, and (iii) non-operating bankruptcy-related cash disbursements on a weekly basis, separated into line items for each category of receipt or disbursement, and is otherwise in form and substance acceptable to Lender, and is attached hereto as Exhibit B and (b) an amended or otherwise modified budget adopted with the written consent of Lender in its reasonable discretion; provided that the total amount of Loans provided pursuant to such amended Approved Budget shall not exceed the total amount of the Commitments authorized under this Agreement.

"Astellas APA" has the meaning set forth in the DIP Term Sheet.

"Authorized Person" means any of the individuals identified on Schedule A-1, which may be updated from time to time by written notice from the Loan Parties to Lender.

"Avoidance Actions" has the meaning set forth in the DIP Term Sheet.

"Bankruptcy Code" has the meaning set forth in the recitals to this Agreement.

"Bankruptcy Court" has the meaning set forth in the recitals to this Agreement.

"Bidding Procedures" has the meaning set forth in the DIP Term Sheet.

"Borrower" has the meaning set forth in the preamble to this Agreement.

"Borrowing Notice" has the meaning set forth in Section 2.2.

"Budget Variance" has the meaning set forth in Section 5.2(c).

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to close in the State of New York.

"Capital Expenditures" means, with respect to any Person for any period, the aggregate of all expenditures by such Person during such period that are capital expenditures as determined in accordance with GAAP, whether such expenditures are paid in cash or financed.

"Capital Lease" means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP as in effect prior to the adoption and effectiveness of Accounting Standards Codification No. 842 or any successor or replacement accounting provisions.

"Carve Out" has the meaning set forth in the Final Order.

"Carve Out Advance" has the meaning set forth in Section 2.1(b).

"Carve Out Trigger Notice" has the meaning set forth in the Final Order.

"Cash Collateral" has the meaning set forth in the Final Order.

"Cash Operating Disbursements" means cash operating disbursements of Borrower.

"Cash Receipts" means the cash receipts of Borrower.

"Casualty Event" means any event that gives rise to the receipt by any Loan Party of any casualty insurance proceeds or condemnation awards in respect of any equipment, fixed assets, or real property (including any improvements thereon) to replace, restore or repair, or compensate for the loss of, such equipment, fixed assets, or real property.

"Cause of Action" means any action, cause of action, claim, counter-claim, cross-claim, defense, account, objection, challenge, offset, setoff, demand, liability, responsibility, dispute, remedy, indebtedness, obligation, guaranty, right, interest, indemnity, assertion, allegation, suit, controversy, proceeding, loss, damage, injury, reimbursement obligation, attorneys' fees, costs, expenses or judgments of every type, whether known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, fixed or contingent, pending or threatened, whether assertable directly or derivatively, including, without limitation, all legal and equitable theories of recovery, arising under the Bankruptcy Code or applicable non-bankruptcy law, whether local, state or federal U.S. or foreign common law, statute, law, rule, regulation, or by contract, of every nature or description whatsoever.

"Change of Control" means except with respect to the consummation of an Acceptable Plan or an Acceptable Sale, the acquisition, through purchase or otherwise (including the agreement to act in concert without anything more), by any Person or group (as such term is used in section 13(d)(3) of the Securities Exchange Act of 1934, as amended), after the date of this Agreement, of (a) the beneficial ownership, directly or indirectly, of 50.1% or more of the Voting Equity Interests of any Loan Party or (b) all or substantially all of the assets of Borrower, taken as a whole, or the other Loan Parties, taken as a whole, except as permitted in this Agreement; provided, however, that, for the avoidance of doubt, the consummation of either the transactions contemplated by the Merope APA or the transactions contemplated by the Astellas APA, in each case individually, shall not constitute a sale or other disposition of all or substantially all of the assets of Borrower, taken as a whole, or the other Loan Parties.

"Chapter 11 Case" has the meaning set forth in the recitals to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means, collectively, (a) all of the "DIP Collateral" as defined in the DIP Orders and all proceeds thereof, and (b) each other Loan Party's assets and properties, including, but not limited to the following, in each case, whether now owned or existing or hereafter acquired, created or arising and wherever located: all assets and property of a Loan Party (and its estate, as applicable), real or personal, tangible or intangible, now owned or hereafter acquired, whether

arising before or after the Petition Date, including, without limitation, all contracts (including, without limitation, any Acceptable Stalking Horse Purchase Agreement), contract rights, licenses, general intangibles, instruments, equipment, accounts, documents, goods, inventory, fixtures, cash, cash equivalents, accounts receivables, chattel paper, letters of credit and letter of credit rights, investment property (including, without limitation, all equity interests owned by any of the Loan Parties and their respective existing and future Subsidiaries, if any), limited liability company interests, arbitration awards, money, insurance, receivables, receivables records, deposit accounts, collateral support, supporting obligations and instruments, all interests in leaseholds and real properties, all Patents, Copyrights, Trademarks, all trade names and other Intellectual Property (whether such Intellectual Property is registered in the United States or in any foreign jurisdiction), together with all books and records relating to the foregoing, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing (as such terms are defined in the Uniform Commercial Code as in effect from time to time in the State of New York); provided, that, unless designated otherwise in writing by the Borrower, in no event shall any Excluded Property constitute Collateral.

"Commitments" means the commitments of Lender (including the Interim Term Loan Commitment and the Delayed Draw Term Loan Commitment) to fund the Loans hereunder. The aggregate amount of Lender's Commitments is the principal amount of up to thirty-five million Dollars ($35,000,000), subject to the terms of this Agreement and the other Loan Documents.

"Committee" means the statutory committee of unsecured creditors appointed by the U.S. Trustee in the Chapter 11 Case.

"Compliance Certificate" means a certificate substantially in the form of Exhibit A delivered by the Authorized Person of the Borrower to Lender.

"Copyrights" means, collectively, all of the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, unregistered copyright rights, copyright registrations and copyright applications, including those registrations and applications listed in the schedules to any Copyright Security Agreement; (b) all renewals of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages or payments for past, present or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Daily Balance" means, as of any date of determination and with respect to any fixed monetary Obligations, the amount of such Obligations owed at the end of such day.

"Debtor" has the meaning set forth in the recitals to this Agreement.

"Default" means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

"Default Rate" has the meaning set forth in Section 2.4(b).

"Delayed Draw Amount" means seventeen million Dollars ($17,000,000), which shall be made available to Borrower, pursuant to the terms and conditions of this Agreement and the other Loan Documents.

"Delayed Draw Term Loan" has the meaning set forth in the recitals to this Agreement.

"Delayed Draw Term Loan Commitment" means the commitment of Lender to fund, after entry of the Final Order, Advances under the Delayed Draw Term Loan in an aggregate principal amount of seventeen million Dollars ($17,000,000), subject to the terms of this Agreement and the other Loan Documents.

"Deposit Account Control Agreement" means, with respect to a Deposit Account, an agreement in form and substance reasonably satisfactory to Borrower and Lender that (a) is entered into among Lender, the financial institution or other person at which such Deposit Account is maintained, and Borrower maintaining such Deposit Account, and (b) is effective for Lender to obtain "control" (within the meaning of Articles 8 and 9 of the UCC) of such Deposit Account.

"Designated Account" means the segregated Deposit Account of Borrower at the Designated Account Bank identified on Schedule B, which shall be an account existing within Borrower's cash-management system as of the Petition Date.

"Designated Account Bank" has the meaning set forth in Schedule B.

"DIP Orders" means the Interim Order and the Final Order, as applicable.

"DIP Term Sheet" means that certain term sheet, attached as an exhibit to the Interim Order entered in the Chapter 11 Case.

"DIP Termination Event" has the meaning set forth in the Final Order.

"Dollars" or "$" means United States dollars.

"Effective Date" has the meaning set forth in the preamble to this Agreement.

"Environmental Action" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial, or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any third party relating to or arising out of violations of Environmental Laws or releases of Hazardous Materials (a) from any Collateral, (b) from adjoining properties or businesses of any real properties that constitute Collateral, or (c) from or onto any facilities, with respect to the Collateral, which received Hazardous Materials generated by any Loan Party.

"Environmental Law" means any applicable federal, state, provincial, foreign, or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, in each case, to the extent binding on any Loan

Party, relating to the environment, the effect of the environment on employee health, or Hazardous Materials, in each case as amended from time to time.

"Environmental Liabilities" means all liabilities, monetary obligations, losses, damages, costs, and expenses (including all reasonable fees, disbursements, and expenses of counsel, experts, or consultants, and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities.

"Equity Interests" means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with any Loan Party, is treated as a single employer under section 414(b) or (c) of the Code or section 4001(14) of ERISA or, solely for purposes of section 302 of ERISA and section 412 of the Code, is treated as a single employer under section 414 of the Code.

"ERISA Event" means: (a) any "reportable event", as defined in section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) the failure to satisfy the "minimum funding standard" (as defined in section 412 of the Code or section 302 of ERISA), whether or not waived; (c) the filing pursuant to section 412(c) of the Code or section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by a Loan Party or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by a Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by a Loan Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of a Loan Party or any of its ERISA Affiliates from any Plan or Multiemployer Plan; or (g) the receipt by a Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from a Loan Party or any ERISA Affiliate of any notice, concerning the imposition upon a Loan Party or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Event of Default" has the meaning set forth in Section 8.1.

"Excluded Accounts" means, as to any Loan Party, all deposit accounts or securities accounts that are used solely to hold cash, cash equivalents and other assets comprised solely of Trust Funds.

"Excluded Property" means the following property of any Loan Party, whether now owned or hereafter acquired or arising: (a) any governmental licenses or state, foreign or local franchises, charters and authorizations that prohibits the creation of a Lien thereon, but only, with respect to such prohibition, to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the DIP Orders, any other order of the Bankruptcy Court, the UCC or any other legal requirement; (b) intent-to-use trademark applications prior to the filing of a "statement of use" with respect thereto, to the extent and for so long as creation by any Loan Party of a security interest therein would result in the abandonment, invalidation or unenforceability thereof; (c) Trust Funds and any Excluded Accounts; and (d) pledges and security interests prohibited by applicable law, rule, or regulation which is not overridden by the DIP Orders or any other order of the Bankruptcy Court; (e) any agreement, instrument, or other contractual obligation of any Loan Party to the extent that, and for so long as, the creation or perfection of a security interest or Lien therein is prohibited by the express terms of such agreement, instrument, or contractual obligation, except to the extent that any such prohibition is rendered ineffective by the UCC or any other applicable law; (f) Avoidance Actions, (g) proceeds of Avoidance Actions, (h) commercial tort claims, (i) claims against directors and officers, (j) any claims or causes of action against Lender or its Affiliates not released pursuant to the Final Order, and (k) any property or asset of any Loan Party to the extent that, and for so long as, the creation or perfection of a security interest or Lien therein is prohibited by the terms of any agreement governing a Permitted Lien encumbering such property or asset; provided that notwithstanding anything contained above to the contrary, unless expressly excluded Excluded Property shall not include the proceeds of such Excluded Property; provided, further, that at such time as any of the foregoing property (or the proceeds thereof) no longer constitutes Excluded Property, such property and the proceeds thereof shall immediately and automatically constitute Collateral and a Lien on and security interest in and to all of the right, title and interest of the applicable Loan Party in, to and under such property shall immediately attach thereto as provided herein.

"Expense Payment Cap" means two hundred fifty thousand Dollars ($250,000) in the aggregate (including legal fees and expenses incurred prior to the Effective Date) for any out-of-pocket accrued and unpaid fees, costs, disbursements, and expenses of Lender; provided, however, that so long as no Event of Default has occurred and is continuing, any out-of-pocket accrued and unpaid fees, costs, disbursements, and expenses of Lender in excess of two hundred fifty thousand Dollars ($250,000) in the aggregate shall accrue to the Obligations (and shall be deposited into the Post-Sale Escrow, as applicable), and any amounts so accrued shall increase, dollar-for-dollar (above the initial amount of any credit bid submitted by Lender), the amount of Lender's credit bid pursuant to any credit bid, Plan Sponsor Alternative, or other written agreement between the Borrower and Lender, for all purposes under the Loan Documents and the Bankruptcy Code. Notwithstanding anything to the contrary set forth in this Agreement, so long as no Event of Default has occurred and is continuing, in no event shall any amounts in excess of two hundred fifty thousand Dollars ($250,000) in the aggregate be payable in cash except as provided pursuant to the terms of the Post-Sale Escrow.

"Extension Order" has the meaning set forth in Section 5.16.

"Facility" has the meaning set forth in the recitals to this Agreement.

"Fees" means, subject to the Expense Payment Cap, all fees, if any, payable to Lender under this Agreement, the DIP Orders or any other Loan Document.

"Final Order" means the *Final Order* (*A) Authorizing the Debtor to Obtain Replacement Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status (C) Modifying Automatic Stay, and (D) Granting Related Relief* (including all exhibits thereto) to be entered by the Bankruptcy Court in the Chapter 11 Case.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, as in effect from time to time.

"Governmental Approvals" has the meaning set forth in Section 4.3(b).

"Governmental Authority" means any federal, state, local, or other governmental or administrative body, instrumentality, board, department, or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body.

"Guaranteed Obligations" has the meaning set forth in Section 7.1.

"Guarantor" or "Guarantors" have the meanings set forth in the preamble to this Agreement.

"Hazardous Materials" means: (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or "EP toxicity"; (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources; (c) any flammable substances or explosives or any radioactive materials; and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million.

"Indebtedness" means: (a) all obligations for borrowed money, including, without limitation, the Obligations; (b) all obligations evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products; (c) all obligations as a lessee under Capital Leases; (d) all obligations or liabilities of others secured by a Lien on any asset of such Person, irrespective of whether such obligation or liability is assumed; (e) all payment obligations to pay the deferred purchase price of assets (other than trade payables incurred in the Ordinary Course of Business and repayable in accordance with customary trade practices); (f) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to property acquired by such Person; (g) the principal balance outstanding under any synthetic lease, off-balance sheet loan or similar off-balance sheet financing products;

or (h) any obligation guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (h) above. For purposes of this definition, (i) the amount of any Indebtedness represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness described in clause (d) above shall be the lower of the amount of the obligation and the fair market value of the assets of such Person securing such obligation.

"Indemnified Liabilities" has the meaning set forth in Section 10.3.

"Indemnified Person" has the meaning set forth in Section 10.3.

"Information" has the meaning set forth in Section 17.

"Initial Advance" means the funding of the Interim Term Loan under the Facility pursuant to the Interim Order.

"Intellectual Property" means all rights, title and interests in or relating to intellectual property and industrial property arising under any requirement of law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents and Trademarks.

"Intellectual Property Security Agreement" means, any intellectual property security agreement executed and delivered by Borrower and any of its Subsidiaries to Lender, as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time.

"Interim Order" means the *Interim Order (A) Authorizing the Debtor to Obtain Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status (C) Modifying Automatic Stay, (D) Scheduling Final Hearing, and (E) Granting Related Relief* (including all exhibits thereto) entered at Docket No. 176 in the Chapter 11 Case.

"Interim Term Loan" has the meaning set forth in the recitals to this Agreement.

"Interim Term Loan Commitment" means the commitment of Lender to fund the Initial Advance under the Interim Term Loan in an aggregate principal amount of eighteen million Dollars ($18,000,000), subject to the terms of this Agreement and the other Loan Documents.

"IP Ancillary Rights" means, with respect to any Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right throughout the world.

"Lender" has the meaning set forth in the preamble to this Agreement.

"Lender Expenses" means, subject to the Expense Payment Cap, all of its reasonable and documented out-of-pocket fees, costs, disbursements, expenses and other charges (a) incurred in connection with the development, negotiation, preparation, execution and delivery of this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith and any amendment, supplement or modification hereto or thereto, the administration of the transactions contemplated hereby and thereby, including the fees, costs, disbursements, expenses and other charges of KTBS Law LLP and Young Conaway Stargatt & Taylor, LLP, as counsel to the Lender, (b) incurred in connection with the protection or enforcement of any rights under this Agreement, the other Loan Documents and any such other documents referred to in this clause (b) (including all such costs and expenses incurred in connection with a "workout," a "restructuring," or an insolvency proceeding concerning Loan Parties (including the Chapter 11 Case and the administration thereof) or in exercising rights or remedies under the foregoing documents), including the documented fees and disbursements of KTBS Law LLP and Young Conaway Stargatt & Taylor, LLP, as co-counsel to Lender and, if necessary, a single firm of local counsel per any additional material jurisdiction as may reasonably be necessary and (c) otherwise incurred in connection with the Facility and the Chapter 11 Case, including the documented fees, costs, disbursements, expenses and other charges of KTBS Law LLP and Young Conaway Stargatt & Taylor, LLP, as co-counsel to Lender.

"Lender Related Person" means Lender, together with its officers, directors, members, managers, shareholders, employees, attorneys, advisors, professionals, consultants, representatives, and agents.

"Lender's Liens" means the Liens granted by the Loan Parties in and to the Collateral in favor of Lender.

"Lien" means any pledge, hypothecation, assignment (which is intended as security), charge, deposit arrangement (which is intended as security), encumbrance, easement, lien (statutory or other), mortgage, security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever (which is intended as security), including any conditional sale contract or other title retention agreement, the interest of a lessor under a Capital Lease, and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

"Loan Account" means the loan accounts maintained by Lender in the name of the Borrower (on behalf of itself) in which shall be recorded the date and amount of each Loan made by Lender and the amount of each payment in respect thereof.

"Loan Documents" means this Agreement, the DIP Term Sheet, the DIP Orders, Assignments of Insurances, the Additional Documents, and any other notes, account control agreements, or security agreements executed by the Loan Parties (or any of them) in connection with this Agreement in favor of Lender, any other agreement entered into, now or in the future, by the Loan Parties (or any of them) and Lender in connection with this Agreement and designated in writing a Loan Document, and all amendments, modifications, renewals, substitutions, and

replacements of any of the foregoing; provided that, for the avoidance of doubt, all Loan Documents shall be in form and substance acceptable to Lender and the Loan Parties party thereto.

"Loan Party" or "Loan Parties" have the meanings set forth in the preamble to this Agreement.

"Loans" has the meaning set forth in the recitals to this Agreement.

"Margin Stock" shall have the meaning assigned to such term in Regulation U.

"Material Adverse Change" means, other than the commencement of the Chapter 11 Case and the sale transactions contemplated by the Parties, (a) a material adverse effect on the business, operations, properties, assets, performance or financial condition of the Loan Parties, taken as a whole, (b) a material adverse effect on the validity or enforceability of, or the material rights, remedies or benefits available to Lender, or (c) a material adverse effect on the ability of the Loan Parties to perform their obligations under any Loan Document.

"Material Contract" means each contract or agreement to which any Loan Party is party as to which the breach, nonperformance, cancellation, termination, loss, expiration, or failure to renew by any party thereto that has resulted in, or would reasonably be expected to result in, a Material Adverse Change.

"Material Domestic Subsidiary" means each Subsidiary of the Borrower that is (a) organized or incorporated under the laws of the United States, any state thereof, or the District of Columbia and (b) as of the last day of the most recently ended fiscal quarter for which financial statements have been delivered (or, prior to the delivery of any such financial statements, as of the Petition Date), has total assets (on a consolidated basis with its Subsidiaries) with a book value equal to or greater than five percent (5%) of the total consolidated assets of the Borrower and its Subsidiaries, or has revenues (on a consolidated basis with its Subsidiaries) equal to or greater than five percent (5%) of the total consolidated revenues of the Borrower and its Subsidiaries, in each case determined in accordance with GAAP; provided that if at any time the aggregate total assets or aggregate revenues of all Subsidiaries of the Borrower that are not Guarantors exceed ten percent (10%) of the total consolidated assets or total consolidated revenues, respectively, of the Borrower and its Subsidiaries, the Borrower shall, within thirty (30) days after the delivery of the relevant financial statements, designate one or more additional Subsidiaries that are organized under the laws of the United States, any state thereof, or the District of Columbia as Material Domestic Subsidiaries (and cause such Subsidiaries to become Guarantors) such that the foregoing ten percent (10%) threshold is no longer exceeded.

"Maturity Date" means the earliest of (a) January 31, 2027; (b) the effective date of any chapter 11 plan with respect to Borrower; (c) the consummation of any sale or other disposition of all or substantially all of the assets of Borrower pursuant to section 363 of the Bankruptcy Code (other than the consummation of the transaction contemplated by the Merope APA or the Astellas APA); (d) the date of the acceleration of the Loans and the termination of the Commitments following the occurrence and during the continuation of an Event of Default in accordance with this Agreement and/or the other Loan Documents; (e) dismissal of the Chapter 11 Case or conversion of the Chapter 11 Case into a case under chapter 7 of the Bankruptcy Code, or the

appointment of a trustee or examiner in the Chapter 11 Case; and (f) August 27, 2026, unless the Final Order has been entered by the Bankruptcy Court on or prior to such date, unless otherwise extended in writing by Lender in its sole discretion.

"Measuring Period" has the meaning set forth in Section 5.2(c).

"Merope APA" has the meaning set forth in the DIP Term Sheet.

"Multiemployer Plan" means a multiemployer plan as defined in section 4001(a)(3) of ERISA.

"Net Cash Proceeds" means respect to any non-ordinary course disposition (whether through a voluntary or involuntary sale, the loss, destruction, or damage thereof or any actual condemnation, confiscation, requisition, seizure, or taking thereof or otherwise) of the Collateral, in whole or in part, by any Person, the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration) by or on behalf of such Person, in connection therewith, after deducting therefrom only (a) estimated fees, commissions, and expenses related thereto and required to be paid in connection with such sale or disposition, including any bid protections payable pursuant to an Acceptable Stalking Horse Purchase Agreement, (b) estimated Taxes paid or payable to any taxing authorities in connection with such sale or disposition, in each case, only to the extent, that the amounts so deducted are properly attributable to such transaction and (c) any escrow or reserve for any adjustment in respect of the sale price of such asset or assets and indemnification payments (fixed or contingent) attributable to seller's indemnities and representations and warranties to purchaser in respect of the applicable sale or disposition or other liabilities in connection with such sale or disposition (provided that upon release of any such escrow or reserve, the amount released shall be considered Net Cash Proceeds).

"Net Operating Variance" means, for purposes of each Measuring Period, the numerical difference between "net operating cash flow" (such terms reflecting those line items illustrated in the Approved Budget) for such period to "net operating cash flow" for such period as set forth in the Approved Budget on a cumulative four-week rolling basis, and to the extent the difference is a positive number, the percentage such difference is of the cumulative budgeted amount for such period. For the avoidance of doubt, United States Trustee fees, professional fees of Lender (to the extent reimbursed) and the Loan Parties, and any other administrative expenses agreed by the Lender in writing to be excluded, shall not be included in the Net Operating Variance calculation.

"Obligations" means all loans, including, without limitation, the Loans, the Initial Advance, the Advances, debts, principal, interest, contingent reimbursement or indemnification obligations, liabilities (including all amounts charged to the Loan Account pursuant to this Agreement), obligations (including indemnification obligations), Fees, Lender Expenses, premiums, costs, expenses, and indemnities, whether primary, secondary, direct, indirect, absolute, or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise, guaranties, covenants, and duties of any kind and description owing by the Loan Parties (or any of them) to Lender pursuant to or evidenced by the Loan Documents and/or pursuant to or in connection with any one or more documents, instruments, or agreements and, in each case, irrespective of whether for the payment of money, of the Loan Parties (or any of them) to Lender

under the Loan Documents and the Final Order, and including all interest not paid when due and all other expenses or other amounts that the Loan Parties (or any of them) are required to pay or reimburse by the Loan Documents, by law, or otherwise in connection with the Loan Documents including, without limitation, in connection with the collection or enforcement of or preservation of rights of Lender under the Loan Documents.

"Ordinary Course" and "Ordinary Course of Business" shall mean, in respect of any Person, the ordinary course and reasonable requirements of such Person's business, as conducted in accordance with past practices, and undertaken in good faith except as such conduct has been changed as a result of the filing of the Chapter 11 Case.

"Organizational Documents" means (a) for any corporation, the certificate or articles of incorporation, the bylaws, any certificate of designation or other instrument relating to the rights of preferred shareholders or stockholders of such corporation, any shareholder rights agreement and all applicable resolutions of the board of directors (or any committee thereof) of such corporation; (b) for any partnership, the partnership agreement and, if applicable, the certificate of limited partnership; (c) for any limited liability company, the operating agreement or limited liability company agreement and articles or certificate of formation or organization and all applicable resolutions of any managing member of such limited liability company; and (d) any agreement between a Loan Party and its shareholders, members, partners or its equity owners, or among any of the foregoing relating to the governance of such Loan Party.

"Patents" means collectively all of the following: (a) all patents and patent applications including, without limitation, those listed on any schedule to any Patent Security Agreement and the inventions and improvements described and claimed therein, and patentable inventions; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Payment Account" means the Deposit Account of Lender identified on Schedule A-2, or otherwise identified to the Borrower in writing by Lender.

"Payment in Full" and, as applicable, "Paid in Full," means, subject to the terms and conditions of the Final Order, this Agreement and the other Loan Documents, the irrevocable and indefeasible payment in full in cash of all Obligations, other than continuing indemnification and expense reimbursement obligations for which no claim or demand has been asserted, and all commitments thereunder shall have irrevocably, permanently and finally expired or shall have been terminated, cancelled and discharged.

"Permits" means any license, lease, power, permit, franchise, certificate, authorization, or approval issued by a Governmental Authority.

"Permitted Indebtedness" has the meaning set forth in Section 6.1.

"Permitted Liens" means (a) all Liens created by the Loan Documents and the Final Order (including the Carve Out as provided herein and in the other Loan Documents); and (b) the following liens:

(i) Liens for Taxes that are not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP as in effect from time to time and any other Taxes to the extent not required to be paid not required to be paid pursuant to Section 5.5;

(ii) statutory or common law Liens of landlords and liens of carriers, warehousemen, mechanics, materialmen, repairmen, construction contractors and suppliers and other like liens imposed by law or pursuant to customary reservations or retentions of title arising in the Ordinary Course of Business which are not overdue or that are the subject of a Permitted Protest;

(iii) (A) pledges, statutory trusts or deposits in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA, and (B) pledges and deposits of cash securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to any Loan Party in the Ordinary Course of Business;

(iv) liens on equipment arising from precautionary UCC financing statements regarding operating leases of equipment, the consignment or bailment of goods to Borrower on equipment of the Loan Parties granted in the Ordinary Course of Business to a client or supplier at which such equipment is located, and any other Liens arising from precautionary UCC financing statement filings (or other similar filings in non-U.S. jurisdictions) regarding leases, subleases, licenses or consignments entered into by any Loan Party or any of its Subsidiaries in the Ordinary Course of Business;

(v) non-exclusive licenses, cross-licenses and sublicenses of Intellectual Property and other assets entered into in the Ordinary Course of Business that do not materially interfere with the ordinary conduct of the business of the Loan Parties, individually, or taken as a whole;

(vi) normal and customary rights relating to banker's liens, liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions and securities intermediaries, including (A) contractual rights of setoff relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness in the Ordinary Course of Business, (B) rights of setoff relating to pooled deposit or sweep accounts of any Loan Party or any of its Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the Ordinary Course of Business, and (C) rights of setoff relating to purchase orders and other agreements entered into with distributors, clients, customers, vendors or suppliers of any Loan Party or any of its Subsidiaries in the Ordinary Course of Business;

(vii) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the Ordinary Course of Business of the Loan Parties, individually, or taken as a whole;

(viii) Liens securing Indebtedness incurred pursuant to Section 6.1(vii); provided that (A) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, replacements thereof and additions and accessions to such property and the proceeds thereof and (B) such Liens do not at any time extend to or cover any assets (except for additions and accessions to such assets and the proceeds thereof) other than the assets subject to, or acquired, constructed, repaired or improved with the proceeds of such Indebtedness; provided that, in each case, individual financings provided by one lender may be cross collateralized to other financings provided by such lender or its Affiliates;

(ix) any other interest or title (and any encumbrances on such interest or title) of a lessor, sublessor, licensor or sublicensor or secured by a lessor's, sublessor's, licensor's or sublicensor's interest under leases or subleases (other than capitalized leases) or licenses or sublicenses, in each case entered into by a Loan Party in the Ordinary Course of Business;

(x) pledges and deposits to secure or relating to the performance of bids, trade contracts, government contracts and leases (other than indebtedness), statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature incurred in the Ordinary Course of Business, and liabilities to insurance carriers incurred in the Ordinary Course of Business;

(xi) liens or rights of setoff against credit balances of the Loan Parties with credit card issuers or credit card processors or amounts owing by such credit card issuers or credit card processors to such Loan Party in the Ordinary Course of Business;

(xii) Liens arising from judgments in circumstances not constituting an Event of Default under Section 8.1(k);

(xiii) Liens securing obligations of any Loan Party in favor of any other Loan Party;

(xiv) receipt of progress payments and advances from customers in the Ordinary Course of Business to the extent the same creates a Lien on the related inventory and proceeds thereof;

(xv) Liens in favor of customs and revenue authorities arising as a matter of law to secure the payment of customs duties in connection with the importation of goods in the Ordinary Course of Business;

(xvi) Liens arising out of consignment or similar arrangements for the sale by any Loan Party or any of its Subsidiaries of goods through third parties in the Ordinary Course of Business;

(xvii) Liens deemed to exist in connection with investments permitted under this Agreement that constitute repurchase obligations;

(xviii) Liens upon specific items of inventory, equipment or other goods and proceeds of any Loan Party or any of its Subsidiaries arising in the Ordinary Course of Business securing such

Person's obligations in respect of bankers' acceptances and letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory, equipment or other goods;

(xix) [reserved];

(xx) Liens securing obligations incurred in the Ordinary Course of Business in respect of trade-related letters of credit covering the goods (or the documents of title in respect of such goods) financed by such letters of credit and the proceeds and products thereof;

(xxi) Liens on cash deposits in respect of Indebtedness permitted under Section 6.1; provided, that the amount of any such deposit does not exceed 103% of the amount of the Indebtedness such cash deposits secure; and

(xxii) other Liens with respect to obligations the principal amount of which do not exceed $250,000 at any time outstanding.

"Permitted Protest" means the right of any Loan Party to protest any Lien (other than any Lien that secures the Obligations), Taxes (other than payroll taxes or Taxes that are the subject of a United States federal tax lien), or rental payment, provided, that (a) a reserve with respect to such obligation is established on such Loan Party's books and records in such amount as is required under GAAP and (b) any such protest is instituted promptly and prosecuted diligently by such Loan Party in good faith.

"Permitted Transfers" means (a) dispositions of inventory and other assets in the Ordinary Course of Business, including but not limited to, scrap and byproducts, dispositions of inventory and other assets no longer used or useful or economically practicable to maintain in the conduct of the business of the Loan Parties in the Ordinary Course of Business, dispositions of Property necessary in order to comply with applicable legal or licensure requirements (as determined by the Loan Parties in good faith) and the sale of defaulted receivables in the Ordinary Course of Business consistent with past practice; (b) sale of worn-out or obsolete Equipment that is, in the reasonable judgment of the Loan Parties, no longer economically practicable to maintain or useful in the Ordinary Course of Business; (c) dispositions of accounts receivable in connection with the collection or compromise thereof in the Ordinary Course of Business, or the sale or discount of accounts receivable, without recourse and in the Ordinary Course of Business, but only in connection with the compromise or collection thereof consistent with customary industry practice (and not as part of any bulk sale or financing of receivables); (d) non-exclusive licenses, cross-licenses and sublicenses of Intellectual Property and other assets entered into in the Ordinary Course of Business; (e) the sale or disposition of cash and/or cash equivalents for fair market value and in a manner that is not otherwise prohibited by this Agreement or the Loan Documents; (f) the abandonment, transfer, cancellation or lapse of any immaterial Intellectual Property that is, no longer economically practicable to maintain or useful in the Ordinary Course of Business; (g) leases, licenses, occupancy agreements and subleases of real or personal property in the Ordinary Course of Business; (h) dispositions and investments permitted pursuant to Section 6.15, including, to the extent constituting dispositions, (i) Liens expressly permitted pursuant to Section 6.2 (other than by reference to this definition or any clause hereof), (ii) distributions or redemptions expressly permitted pursuant to Section 6.17 (other than by reference to this definition or any clause hereof),

and (iii) acquisitions, loans, or investments expressly permitted pursuant to Section 6.15 (other than by reference to this definition or any clause hereof); (i) dispositions of property that constitute a Casualty Event; (j) the granting of Permitted Liens, subject to and in accordance with the Loan Documents; (k) any other dispositions expressly set forth in the Approved Budget (including any Permitted Variances); (l) the transactions contemplated by the Astellas APA and the Merope APA and any replacement thereof in accordance with the Sale Order; (m) the contemporaneous exchange, in the Ordinary Course of Business, of property for property of a like kind, to the extent that the property received in such exchange is of a fair market value equivalent to the fair market value of the property exchanged; provided, that after giving effect to such exchange, the fair market value of the property of any Loan Party so exchanged that constitutes Collateral is not materially reduced; (n) intercompany transfers of property (i) by any Loan Party to any other Loan Party or (ii) from any Subsidiary that is not a Loan Party to (A) any Loan Party or (B) any other Subsidiary that is not a Loan Party; (o) the sale or issuance of any Subsidiary's Equity Interests to any Loan Party; (p) [reserved]; (q) the sale of services, or the termination of any contracts, in each case in the Ordinary Course of Business; (r) sales, transfers or other dispositions of assets with respect to any Debtor pursuant to any order of the Bankruptcy Court permitting de minimis asset dispositions without further order of the Bankruptcy Court, so long as the proceeds thereof are applied in accordance with Section 2.3(b); (s) dispositions of property in the Ordinary Course of Business to the extent that (i)(A) such property is exchanged for credit against the purchase price of similar replacement property or (B) the proceeds of such disposition are applied to the purchase price of such replacement property and (ii) to the extent such property constituted Collateral, such replacement property constitutes Collateral as well; (t) any disposition of property in the Ordinary Course of Business that represents a surrender or waiver of an immaterial contract right or the settlement, surrender or release of a contract or tort claim; (u) dispositions of property between or among the Borrower and/or its Subsidiaries that are Debtors in the Chapter 11 Case as a substantially concurrent interim disposition in connection with a disposition otherwise expressly permitted pursuant to this definition; (v) Dispositions reflected in any Approved Budget (subject to the Permitted Variance); and (w) Dispositions of Property between or among the Borrower and/or Subsidiaries that are Debtors as a substantially concurrent interim Disposition in connection with a Disposition otherwise expressly permitted pursuant to clauses (a) through (v) above.

"Permitted Variances" means a Budget Variance of no greater than fifteen percent (15%).

"Person" means any natural person, corporation, limited liability company, limited partnership, general partnership, limited liability partnership, joint venture, trust, land trust, business or statutory trust, or other organization, irrespective of whether constituting a separate legal entity, and governments and agencies and political subdivisions thereof.

"Petition Date" has the meaning set forth in the recitals to this Agreement.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or section 412 of the Code or section 302 of ERISA, and in respect of which a Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under section 4069 of ERISA be deemed to be) an "employer" as defined in section 3(5) of ERISA.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 *et seq.*, as modified by section 3(42) of ERISA, as amended.

"Plan Sponsor Alternative" has the meaning ascribed to such term in the Bidding Procedures.

"Post-Carve Out Trigger Notice Cap" has the meaning set forth in the Final Order.

"Post-Sale Escrow" has the meaning set forth in Section 2.3(e).

"Proceeding" shall mean, with respect to any Person, any (a) insolvency, bankruptcy, receivership, reorganization, readjustment, composition or other similar proceeding relating to such Person or its property or creditors in such capacity; (b) proceeding for any liquidation, dissolution or other winding-up of such Person, voluntary or involuntary, whether or not involving insolvency or proceedings under the Bankruptcy Code, whether partial or complete and whether by operation of law or otherwise; (c) assignment for the benefit of creditors of such Person; or (d) other marshalling of the assets of such Person.

"Professional Fees Account" has the meaning set forth in the Final Order.

"Professional Persons" has the meaning set forth in the Final Order.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Regulation T" means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation U" means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Released Parties" means Lender and its respective Representatives that received releases pursuant to the Final Order.

"Remedial Action" means one or more actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a release or threatened release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by Environmental Laws.

"Remedies Notice" has the meaning set forth in the Final Order.

"Representatives" means, with respect to a Person, such Person's current, former and future affiliates, subsidiaries, funds or managed accounts, officers, directors, managers, members, equity holders, partners, principals, employees, representatives, agents, attorneys, advisors, consultants and other professionals, and the predecessors in interest, successors and assigns of each of the foregoing.

"Required Lien Priority" means, with respect to any Lien on the Collateral in favor of Lender, the priority set forth in the Final Order, as applicable.

"Restricted Payment" means any of the following, whether undertaken directly or indirectly: (a) the declaration or payment of any dividend or other distribution on account of any Equity Interests of the Borrower or any of its Subsidiaries, whether now or hereafter outstanding; (b) any payment on account of, or the setting apart of assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of any Equity Interests of the Borrower or any of its Subsidiaries; or (c) any other payment or distribution in respect of any Equity Interests of the Borrower or any of its Subsidiaries, in each case whether made in cash, Property or obligations of the Borrower or any of its Subsidiaries.

"Restricted Use" means the use of Loans, Collateral, the proceeds of any of the foregoing, any portion of the Carve-Out, or any other funds:

(a) in connection with the investigation, initiation or prosecution of any claims, causes of action, adversary proceedings, litigation, challenge, objection, or other proceeding:

(i) against Lender or its predecessors-in-interest, successors, assigns, agents, affiliates, representatives, attorneys, or advisors, or any action purporting to do the foregoing in respect of the Obligations, Lender's Liens, Superpriority Claims, or any other term, condition, or aspect of the Facility; or

(ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset to, the Obligations and/or the liens, claims, rights, or security interests granted under the DIP Orders, or the Loan Documents, including, in each case, without limitation, for lender liability or pursuant to sections 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law, or otherwise;

(b) to prevent, hinder, or otherwise delay Lender's enforcement or realization on, as applicable, the Obligations, the Collateral, and the liens, claims, and rights granted it under the DIP Orders, provided, however, that this shall not apply to a challenge to whether an Event of Default has occurred or is continuing in accordance with the DIP Orders and/or the propriety of Lender's termination and/or acceleration of the Obligations or calculation of the amounts owed thereunder;

(c) to use or seek to use the Collateral or sell or otherwise dispose of the Collateral without the consent of Lender, which consent shall not be unreasonably withheld, conditioned, or delayed;

(d) to seek to modify any of the rights and remedies granted to Lender under the DIP Orders (other than with the consents contemplated thereunder), the Loan Documents, or applicable law;

(e) to apply to the Bankruptcy Court or other court for authority to approve claims or grant liens (other than the Carve Out) or security interests in the Collateral or any portion thereof that are senior to, or on parity with, Lender's Liens or the Superpriority Claims, unless

permitted under the Loan Documents or all Obligations and claims granted to Lender under the DIP Orders have been refinanced with Lender's consent or have been Paid in Full in cash or as otherwise agreed to in writing by Lender in its sole discretion; or

(f) in connection with any other matter identified in Paragraph [23] of the Final DIP Order for which no Loans, Collateral, the proceeds of any of the foregoing, any portion of the Carve-Out, or any other funds may be used.

"Sale" means one or more sale(s) or transaction(s) that, when taken together, result in the sale of all or substantially all of the assets of any Loan Party to one or more Persons, including Lender or any of its Affiliates, pursuant to an Acceptable Sale or pursuant to an Acceptable Plan; provided, however, that, for the avoidance of doubt, the consummation of either the transactions contemplated by the Merope APA or the transactions contemplated by the Astellas APA, in each case individually, shall not constitute a sale or other disposition of all or substantially all of the assets of any of the Loan Parties.

"Sale Order" means each order approving an Acceptable Sale or any other sale of Borrower's assets pursuant to section 363 of the Bankruptcy Code or otherwise, which order shall be in form and substance acceptable to Lender in its sole discretion.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority; (b) any Person operating, organized or resident in a Sanctioned Country; (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b); or (d) any Person otherwise the subject of any Sanctions.

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority.

"Schedules" means those certain schedules annexed hereto and made a part hereof.

"Securities Collateral" shall have the meaning assigned to such term in the applicable Loan Documents.

"Security Documents" means (a) all UCC financing statements, or amendments or continuations thereof, and (b) all other security agreements, Deposit Account Control Agreements, documents or filings in connection with the perfection of the Liens granted or pledged pursuant to the terms of this Agreement, the DIP Orders, or any other Loan Document, as same may be amended, modified, restated or supplemented from time to time.

"Site Lease" means a lease pursuant to which each location operated by a Loan Party or a Subsidiary of a Loan Party has been leased to such Person.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, or other business entity of which more than fifty percent (50%) of the total voting power of shares of stock (or equivalent ownership or controlling interest) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, governors, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof. Unless the context otherwise requires, "Subsidiary" as used herein shall mean a Subsidiary of the Borrower.

"Successful Bid Amount" has the meaning set forth in Section 2.3(e).

"Superpriority Claims" means the "DIP Superpriority Claims" as that term is defined in the Final Order.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Trademarks" means collectively all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, those listed on any schedule to any Trademark Security Agreement; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

"Transactions" means (a) the execution, delivery and performance by the Loan Parties of this Agreement and the other Loan Documents, the borrowing of Loans and other credit extensions and accommodations, and the use of the proceeds thereof; (b) the commencement of the Chapter 11 Case; and (c) the payment of all fees and expenses in connection with consummation of any and all transactions contemplated, and all performance, under the Loan Documents.

"Transferred Guarantor" has the meaning set forth in Section 7.8.

"Trust Funds" means cash, cash equivalents and other assets comprised solely of (a) funds used for payroll and payroll taxes and other employee benefit payments to any pledgor's officers, directors, employees or consultants, and (b) all Taxes required to be collected, remitted or withheld (including, without limitation, federal, state and foreign withholding taxes), including, without limitation, the employer's share thereof.

"UCC" means the Uniform Commercial Code as in effect in the State of New York; provided, that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection, or non-perfection or priority.

"United States" means the United States of America.

"U.S. Trustee" means the Office of the United States Trustee for the District of Delaware.

"Variance Report" has the meaning set forth in Section 5.2(c).

"Voidable Transfer" has the meaning set forth in Section 14.7.

"Voting Equity Interests" means, with respect to any Person, the outstanding Equity Interests of a Person having the power, directly or indirectly, to designate the board of directors (or other similar governing body) of such Person.

"Waiting Period" has the meaning set forth in the Final Order.

1.2 **Accounting Terms**. All accounting terms not specifically defined herein shall be construed in accordance with GAAP; provided that, if Borrower notifies Lender that Borrower request an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if Lender notifies Borrower that Lender requests an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then Lender and Borrower hereby agree that they will negotiate, in good faith, amendments to the provisions of this Agreement that are directly affected by such change in GAAP with the intent of having the respective positions of Lender and Borrower after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendment has been agreed upon, the provisions in this Agreement shall be interpreted on the basis of GAAP as in effect and applied immediately before such change becomes effective. When used herein, the term "financial statements" shall include the notes and schedules thereto. Whenever the term "Borrower" is used in respect of a financial covenant or a related definition, it shall be understood to mean "Borrower" on a consolidated basis, unless the context requires otherwise.

1.3 **UCC**. Any terms used in this Agreement that are defined in the UCC shall be construed and defined as set forth in the UCC unless otherwise defined herein; provided, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

1.4 **Construction**. Unless the context of this Agreement or the Loan Documents clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except as otherwise indicated, the inclusive meaning represented by the phrase "and/or." The

words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or the Loan Documents refer to this Agreement or such other Loan Document, as the case may be, as a whole, and not to any particular provision of this Agreement or such other Loan Document, as the case may be. "Section," "subsection," "clause," "Schedule," and "Exhibit" references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any provision in this Agreement or any other Loan Document that contemplates or otherwise permits Lender consent or approval shall require prior written consent that expressly identifies the matter for which Lender consent or approval is sought or required and no such consent or approval shall be implied from any other action, inaction, or acquiescence of Lender. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any Loan Document shall be satisfied by the transmission of a Record.

1.5 **Schedules and Exhibits**. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

1.6 **Timing of Payment or Performance**. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on (or before) a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

2. LOAN AND TERMS OF PAYMENT

2.1 **Agreement to Lend; Delayed Draw; and Loan Documents**.

(a) Lender funded the Interim Term Loan pursuant to the Interim Order on or about July 24, 2026 and, upon entry of the Final Order and subject to the terms and conditions of the DIP Orders, this Agreement, and the satisfaction or waiver of the conditions precedent in Sections 3.1 and 3.2, Lender agrees to fund under the Delayed Draw Term Loan (each funding of the Delayed Draw Term Loans under the Facility, this Agreement, and the Loan Documents, each an "Advance" and collectively, together with the Initial Advance, the "Advances") to the Borrower in one or more Advances the aggregate amount up to the Delayed Draw Term Loan Commitment; provided that in no event shall the outstanding Loans exceed the Commitment. Each Advance shall be made in a minimum amount of two million five hundred thousand Dollars ($2,500,000), upon three (3) Business Days' prior written notice (or such lesser notice as agreed by Lender in its sole discretion), up to the aggregate amount of the undrawn Delayed Draw Term Loan Commitment at any time prior to three (3) Business Days before the Maturity Date.

(b) Notwithstanding clause (a) above, so long as there is availability under the Delayed Draw Term Loan Commitment, the Borrower shall be permitted to request one or more

Advances (or portions thereof), and Lender shall fund any such Advance (or portion thereof) (each, a "Carve Out Advance"), in an aggregate amount of up to the Post-Carve Out Trigger Notice Cap, less any amounts maintained in the Professional Fees Account, all in accordance with the Final Order. Any Carve Out Trigger Notice shall be deemed a consent by Lender to Borrower depositing Cash Collateral or proceeds of the Carve Out Advances into such account in an amount not to exceed the Post-Carve Out Trigger Notice Cap less the existing balance in such account, if any; provided, however, that notwithstanding Lender's agreement to fund any Carve Out Advance in accordance with the terms of this Agreement and the Final Order, nothing herein shall create any obligation on the part of Lender to satisfy any Allowed Professional Fees, which Allowed Professional Fees shall remain the sole obligation of Borrower, and Lender shall not be obligated to lend more than the Commitments under any circumstances.

(c) Each Advance hereunder is subject to the satisfaction or waiver of the conditions precedent in the Final Order and in Sections 3.1 and 3.2, as applicable. Each Advance shall permanently decrease the Commitments, and any Loans, or portion thereof, that are repaid or prepaid (whether as an optional prepayment or a mandatory prepayment) cannot be reborrowed.

(d) The Loans shall be secured by the Collateral as set forth in the Final Order, this Agreement, and the other Loan Documents. For the avoidance of doubt, on the Effective Date, and subject to entry of the Final Order, the Interim Term Loan shall become subject to the terms and conditions of this Agreement and the other Loan Documents.

2.2 **Borrowing Procedures**. Each Advance under Section 2.1(a) shall be made by a written request substantially in the form of the Borrowing Notice attached hereto as Exhibit D (each such written request, a "Borrowing Notice") executed by an Authorized Person of the Borrower, accompanied by a Compliance Certificate, and delivered to Lender no later than three (3) Business Days prior to the requested funding date in the case of each Advance (or such shorter period as Lender may permit in its sole discretion), but in no event later than three (3) Business Days before the Maturity Date; provided that, (a) the Borrower shall submit such requests only after entry of the Final Order, and (b) the aggregate amount of all such Advances, including any Carve Out Advance, shall not exceed the Commitments. Upon satisfaction or waiver by Lender (in its sole discretion) of the conditions precedent set forth herein, Lender shall fund the Advance to the Borrower on the requested funding date by causing the principal amount of the relevant Advance to be credited to the Designated Account.

2.3 **Payments; Reductions of the Commitments; Prepayments; Post-Sale Escrow**.

(a) Payments by Borrower. Except as otherwise expressly provided herein, all payments by Borrower or any Loan Party shall be made to the Payment Account for the account of Lender and shall be made in immediately available funds, no later than 4:00 p.m. (New York City time) on the dates set forth in this Section 2.3. Any payment received by Lender later than 4:00 p.m. (New York City time) shall be deemed to have been received on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day.

(b) Application of Payments and Proceeds. Subject to Section 8.3, all payments remitted to Lender and all proceeds of the Collateral received by Lender shall be applied as follows (unless otherwise directed by Lender):

(i) first, to pay any Lender Expenses (including costs and expenses) then owed to Lender or any Lender Related Person, or indemnities then due to Lender under the Loan Documents, until indefeasibly paid in full in cash;

(ii) second, to pay any Fees then due to Lender under the Loan Documents until indefeasibly paid in full in cash;

(iii) third, to pay interest due in respect of the Loans until indefeasibly paid in full in cash;

(iv) fourth, to pay the principal of all Loans until indefeasibly paid in full in cash;

(v) fifth, to pay any other Obligations until Paid in Full; and

(vi) sixth, to Borrower (to be wired to the Designated Account) or as otherwise required by applicable law.

In the event of a direct conflict between the priority provisions of this Section 2.3(b) and any other provision contained in any Loan Document (except for the DIP Orders), it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.3(b) shall control and govern. Notwithstanding the foregoing, to the extent there is (i) any conflict between any provisions of this Agreement and the DIP Term Sheet, this Agreement shall control and govern to the extent of such conflict or (ii) any conflict between any provisions of the Final Order and this Agreement or any Loan Document, the Final Order shall control and govern to the extent of such conflict.

(c) Optional Prepayments. Upon notice to Lender, Borrower or any Loan Party may prepay any Loan, in whole or in part, at any time without premium, penalty, make-whole payment, or other charge of any kind. Any partial prepayment shall be applied to outstanding principal and shall permanently reduce the Commitments; provided, that (i) the aggregate principal amount being prepaid shall be an amount not less than $1,000,000 (and multiples of $1,000,000 in excess thereof). Any such prepayments under this Section 2.3(c) shall be applied in the order set forth in Section 2.3(b).

(d) Mandatory Prepayments.

(i) **Dispositions**. Within one (1) Business Day of the date of receipt by any Loan Party or any of its Subsidiaries of Net Cash Proceeds from any disposition of Collateral (which, for the avoidance of doubt, shall exclude the disposition of Collateral in the Ordinary Course of Business), such Loan Party shall (I) in the event Lender has been selected as the Successful Bid with respect to a Plan Sponsor Alternative, at the Borrower's election, either (A) fund the Post-Sale Escrow in accordance with the Final Order, this Agreement (as specified in Section 2.3(e)) and the other Loan Documents, and to the extent the Obligations exceed the Successful Bid Amount, immediately apply Net Cash Proceeds of any such disposition in excess of the Successful Bid Amount to satisfy the remaining Obligations (other than Obligations with respect to Lender's Successful Bid with respect

to a Plan Sponsor Alternative), in accordance with the Final Order, this Agreement and the other Loan Documents until such remaining Obligations are Paid in Full, or (B) immediately pay the Successful Bid Amount to Lender to satisfy the Obligations in accordance with the Final Order, this Agreement and the other Loan Documents until the Obligations are Paid in Full; provided that, to the extent the Obligations exceed the Successful Bid Amount, such Loan Party shall immediately apply the Net Cash Proceeds of such disposition in excess of the Successful Bid Amount to satisfy the remaining Obligations until such remaining Obligations are Paid in Full, or (II) in the event Lender has not been selected as the Successful Bid with respect to a Plan Sponsor Alternative, immediately pay all Net Cash Proceeds of any such sale to Lender to satisfy the Obligations in accordance with the Final Order, this Agreement and the other Loan Documents until the Obligations are Paid in Full. Nothing contained in this Section 2.3(d)(i) shall permit the Loan Parties to sell any Collateral other than in accordance with Section 6.4. In no event shall any amount paid to Lender under this Section 2.3(d)(i) exceed the outstanding amount of the Obligations.

Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a disposition of Collateral that are required to be used to prepay the Obligations pursuant to this Section 2.3(d)(i), up to $100,000 in the aggregate (or with the prior written consent of the Lender in its sole discretion, which consent shall not be unreasonably conditioned or delayed, amounts in excess of $100,000) of the Net Cash Proceeds from all such dispositions shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds are used to replace properties or assets (other than current assets) used in such Person's business; provided that, (A) no Default or Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds, (B) the Borrower delivers a certificate to the Lender within one (1) Business Day of the receipt of such Net Cash Proceeds, stating that such Net Cash Proceeds shall be used to replace properties or assets used in such Person's business within a period specified in such certificate not to exceed 60 days after the date of receipt of such Net Cash Proceeds (which certificate shall set forth estimates of the Net Cash Proceeds to be so expended), (C) such Net Cash Proceeds are deposited in an account subject to a Deposit Account Control Agreement, and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Lender pursuant to clause (B) above or (2) the occurrence of a Default or an Event of Default, such Net Cash Proceeds, if not theretofore so used, shall be used to prepay the Obligations in accordance with this Section 2.3(d)(i).

(ii) **Indebtedness**. Unless waived by Lender in writing, within one (1) Business Day of the date on which any Loan Party or any of its Subsidiaries receives proceeds of any Indebtedness (other than Permitted Indebtedness), such Loan Party shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.3(b) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with the incurrence of such Indebtedness, plus the accrued interest as applied to the principal amount of such prepayment. The provisions of this Section 2.3(d)(ii) shall not be deemed to be implied consent to any such incurrence otherwise prohibited by the terms and conditions of this Agreement.

(e) Post-Sale Escrow. If the Borrower elects to fund the Post-Sale Escrow pursuant to Section 2.3(d)(i)(I)(A), then within one (1) business day of the date of receipt of the Net Cash Proceeds from the applicable disposition of Collateral, the Borrower shall escrow an amount of Net Cash Proceeds equal to an amount not less than one hundred ten percent (110%) of the amount of such Successful Bid by Lender (the "Successful Bid Amount," and such escrowed funds, the "Post-Sale Escrow"), in a segregated escrow account established by Borrower with a third-party escrow agent acceptable to Lender (for the avoidance of doubt, Kurtzman Carson Consultants, LLC d/b/a Verita Global, the Debtor's claims and noticing agent, shall be deemed acceptable to Lender as escrow agent) and pursuant to an escrow agreement in form and substance acceptable to Lender; provided that, to the extent the Obligations exceed the Successful Bid Amount, Borrower shall immediately satisfy any mandatory prepayment requirements in accordance with Section 2.3(d)(i)(I)(A). The Post-Sale Escrow shall be distributed solely (i) in accordance with a confirmed plan of reorganization or (ii) upon the termination or withdrawal of the Plan Sponsor Alternative in accordance with the terms thereof, which shall include, at Lender's election, upon an Event of Default.

Notwithstanding anything to the contrary herein, upon the funding of the full amount of the Post-Sale Escrow and the irrevocable and indefeasible payment in full in cash of all Obligations in excess of the Successful Bid Amount, (A) Cash Collateral shall be limited solely to the cash and cash equivalents held in the Post-Sale Escrow, (B) Collateral in excess of the Post-Sale Escrow shall not be subject to Lender's Liens and shall not constitute Collateral, and (C) any interest accrued on the Obligations after the date of such funding may be funded into the Post-Sale Escrow and any amounts so funded shall increase, dollar-for-dollar (above the initial amount of any credit bid submitted by Lender), the amount of Lender's credit bid pursuant to any credit bid, Plan Sponsor Alternative, or other written agreement between the Borrower and Lender, for all purposes under the Loan Documents and the Bankruptcy Code. The Post-Sale Escrow shall not be subject to the Carve Out or any other claims, Liens, or other encumbrances.

2.4 **Interest Rates, Payments and Certain Calculations**.

(a) Interest Rate. Except as provided in Section 2.4(b), the Initial Advance and all Advances shall bear interest on the Daily Balance thereof at a rate equal to nine percent (9.00%) per annum. For the purpose of calculating interest under this Section 2.4(a), the Daily Balance shall exclude accrued but unpaid interest due or owing hereunder.

(b) Default Rate. Upon the occurrence and during the continuation of an Event of Default, all Obligations shall bear interest on the Daily Balance thereof at a per annum rate equal to two percent (2.00%) plus the then-applicable interest rate (the "Default Rate") upon written notice from Lender of its election to impose interest at the Default Rate. Any such notice may impose interest at the Default Rate retroactively to the date of the occurrence of the related Event of Default. For the purpose of calculating interest under this Section 2.4(b), the Daily Balance shall exclude accrued but unpaid interest due or owing hereunder.

(c) Payment. Except to the extent provided to the contrary herein or as provided for in the Final Order, interest, all Fees payable hereunder or under any of the other Loan Documents, and all costs, and expenses payable hereunder or under any of the other Loan Document shall be due and payable in cash, in arrears, on the first (1st) Business Day of each month

at any time that Obligations or the Loans are outstanding and shall be paid to the Payment Account. Borrower hereby agrees that Lender has all rights of setoff and bankers' lien provided by applicable law on account of any accounts maintained at Lender. Subject to the applicable provisions of the DIP Orders, Borrower shall pay any and all Lender Expenses promptly after written demand therefor by Lender or its counsel and Borrower hereby agrees that all such Obligations shall survive Payment in Full of all other Obligations.

(d) Computation. All interest and fees chargeable under the Loan Documents shall be computed on the basis of a 365 or 366-day year, as applicable, in each case, for the actual number of days elapsed in the period during which the interest or fees accrue.

(e) Intent to Limit Charges to Maximum Lawful Rate. In no event shall the interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final and non-appealable determination, deem applicable. The Loan Parties and Lender, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, that, anything contained herein to the contrary notwithstanding, if said rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, *ipso facto*, as of the date of this Agreement, the Loan Parties are and shall be liable only for the payment of such maximum as allowed by law, and payment received from the Loan Parties in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Obligations to the extent of such excess.

2.5 **Crediting Payments; Clearance Charge**. The receipt of any payment item by Lender shall not be considered a payment on account unless such payment item is a wire transfer of immediately available federal funds made to the Payment Account or unless and until such payment item is honored when presented for payment. Should any payment item not be honored when presented for payment, then the Loan Parties shall be deemed not to have made such payment and interest shall be calculated accordingly. Anything to the contrary contained herein notwithstanding, any payment item shall be deemed received by Lender only if it is received into the Payment Account on a Business Day on or before 4:00 p.m. (New York City time). If any payment item is received into the Payment Account on a non-Business Day or after 4:00 p.m. (New York City time) on a Business Day, it shall be deemed to have been received by Lender as of the opening of business on the immediately following Business Day.

2.6 **Designated Account**. Borrower hereby agrees to maintain the Designated Account with the Designated Account Bank and to receive the proceeds of the Advances requested by Borrower and made by Lender hereunder in such Designated Account.

2.7 **Statements of Obligations**. Lender shall maintain true, correct, and complete electronic or written records evidencing the Indebtedness and other Obligations owed by the Loan Parties to Lender, in which Lender will record in the Loan Account (a) the amount of all Advances made under this Agreement and the Initial Advance, (b) the amount of any principal or interest due and payable or to become due and payable from the Loan Parties to Lender under this Agreement, and (c) all amounts received by Lender under this Agreement from Borrower.

2.8 **Fees**. Subject to the Expense Payment Cap (including, for the avoidance of doubt, amounts accrued to the Obligations and deposited into the Post-Sale Escrow, as applicable), the Loan Parties agree to pay to Lender such fees in the amounts and at the times provided for in this Agreement and the other Loan Documents and as may be separately agreed upon between the Loan Parties and Lender in writing, including, without limitation, fees in respect of certain amendments, extensions, consents, waivers, and/or as otherwise agreed between the Parties.

Except as otherwise expressly set forth herein, in the DIP Orders, or in any of the other Loan Documents, the Fees payable to Lender under this Agreement or the other Loan Documents (including the DIP Orders) shall not be subject to proration and shall be allowed (on a final basis), non-refundable, and non-avoidable obligations of the Loan Parties and shall be paid by the Loan Parties in full in cash, or deducted from the applicable Advance, as the case may be.

3. CONDITIONS; TERM OF AGREEMENT

3.1 **Conditions Precedent to the Effective Date**. The effectiveness of this Agreement and the agreements of Lender hereunder shall be subject to the satisfaction of the conditions set forth below (unless waived in writing by Lender in its sole discretion):

(a) The parties shall have executed and delivered this Agreement as a condition to the Effective Date and in connection with the transactions contemplated by this Agreement.

(b) Lender shall have received evidence acceptable to Lender that all UCC financing statements necessary, or, in the opinion of Lender, desirable to provide Lender, as set forth therein, with valid, perfected security interests in the Collateral as granted by the Loan Parties under the Loan Documents have been filed or will be filed by Lender promptly upon the Effective Date.

(c) The Bankruptcy Court shall have entered the Final Order not later than August 27, 2026 (unless extended in writing by Lender in its sole discretion), in form and substance acceptable to Lender in its sole discretion and no order shall have been entered reversing, amending, staying, vacating, terminating or otherwise modifying the DIP Orders or any material provision thereof in any manner without Lender's prior written consent. The Loan Parties and Lender shall be entitled to rely in good faith upon DIP Orders and shall be permitted and required to perform their respective obligations in compliance with this Agreement notwithstanding any such objections thereto, unless the relevant order has been stayed by a court of competent jurisdiction in a final and non-appealable determination.

(d) Lender shall have received copies of UCC searches.

(e) Lender shall have received from Borrower an Approved Budget, acceptable to Lender in its sole discretion, attached hereto as Exhibit B.

(f) [Reserved].

(g) Borrower shall be a debtor and debtor in possession in the Chapter 11 Case.

(h) Subject to the Expense Payment Cap, all accrued and unpaid Lender Expenses for which invoices have been presented to Borrower (and such invoices shall contain information only to the extent required by Paragraph [10] of the Final Order), required to be paid on or before the Effective Date, if any, shall have been paid or shall be paid with the proceeds of the Advance to occur on the Effective Date.

(i) The following statements shall be true and correct: (i) the representations and warranties of the Loan Parties contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Effective Date, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date); and (ii) no Default or Event of Default shall have occurred and be continuing on the Effective Date or would immediately result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

3.2 **Conditions Precedent to All Advances**. In addition to the conditions set forth in Section 3.1 above, and subject to Section 2.1, Lender shall not be required to fund any Loans or fund any Advances unless and until all of the conditions set forth below shall have been satisfied or waived in writing by Lender in its sole discretion; provided that clauses (a) and (b) below must be satisfied as determined by Lender in its sole discretion for any Advances to be made under any circumstances (including a Carve Out Advance):

(a) The DIP Orders shall have been entered by the Bankruptcy Court in the Chapter 11 Case and remain in full force and effect, and no DIP Order or any material provision thereof shall have been reversed, amended, stayed, vacated, terminated or otherwise modified in any manner without Lender's prior written consent in its sole discretion, which consent shall not be unreasonably withheld, conditioned, or delayed.

(b) (i) No trustee, examiner, or receiver shall have been appointed or designated with respect to any Loan Party's business, properties or assets and no motion shall be pending seeking similar relief or any other relief, which, if granted, would result in a person other than Borrower exercising control over its assets, and (ii) no Person other than a Loan Party or Lender shall have been granted control over the Collateral by the Bankruptcy Court in any Chapter 11 Case.

(c) The representations and warranties of the Loan Parties contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such Advance, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date).

(d) No Default or Event of Default under any of the Loan Documents (including the occurrence of a DIP Termination Event) shall have occurred and be continuing on the date of such Advance, nor shall either result from the making thereof.

(e) No injunction, writ, restraining order, or other order of any nature restricting or prohibiting, directly or indirectly, the extending of such credit shall have been issued and remain in force by any Governmental Authority against Borrower, the other Loan Parties, or Lender.

(f) No action, proceeding, investigation, regulation, or legislation shall have been instituted or threatened before any Governmental Authority to enjoin, restrain, or prohibit, or to obtain damages in respect of, or which is related to or arises out of this Agreement or any of the other Loan Documents or the consummation of the transactions contemplated hereby and thereby and which, in Lender's reasonable judgment, would make it inadvisable to consummate the transactions contemplated by this Agreement or any of the other Loan Documents; provided that any objection to a Sale made by a Governmental Agency shall not preclude the satisfaction of this condition unless such objection is sustained or otherwise resolved in a manner adverse to Lender's rights under the DIP Orders or the other Loan Documents.

(g) Lender shall have received a fully executed and delivered Borrowing Notice and Compliance Certificate from the Borrower in accordance with Section 2.2.

(h) Lender shall have received in advance, or will receive from the proceeds of such Advance, (i) all Fees required to be paid upon or before the date of any such Advance, and (ii) all Lender Expenses (including the fees and expenses of legal counsel), subject to the DIP Orders. All such amounts shall be reflected in the funding instructions annexed to the relevant Borrowing Notice delivered in accordance with Section 2.2.

(i) Since the Petition Date, there shall not have occurred any event, condition, or circumstance that, individually, or in the aggregate, constitutes or would reasonably be expected to constitute a Material Adverse Change.

(j) Within thirty (30) days after the entry of the Final Order (as such period may be extended by the Lender in its sole discretion), the Loan Parties shall cause all applicable material non-retail property and general liability insurance policies maintained by a Loan Party, to the extent allowable under the applicable insurance policies, name Lender as additional insured and loss payee.

(k) Lender shall have received from Borrower an updated Approved Budget (acceptable to Lender in its sole discretion) to the extent required to be delivered by Section 5.2(b) on or before the making of such Advance, which such updated Approved Budget shall be subject to Section 5.2(b) and the Final Order.

3.3 **Maturity**. This Agreement shall continue in full force and effect until the Obligations are Paid in Full. All Obligations including, without limitation, the outstanding unpaid principal balance, all accrued and unpaid interest, and all Fees on the Loans shall be due and payable on the Maturity Date (or such earlier date to the extent expressly provided in the Loan Documents, including the Final Order).

3.4 **Effect of Maturity**. On the Maturity Date, Lender's obligation to provide any additional credit or other accommodations under the Loan Documents shall automatically terminate and all Obligations (other than continuing Obligations with respect to indemnification) shall immediately become due and payable without notice or demand. No termination of Lender's

obligations (other than the Payment in Full of the Obligations) shall relieve or discharge any Loan Party of its duties, obligations, or covenants hereunder or under any Loan Document and Lender's Liens in the Collateral shall continue to secure the Obligations and shall remain in effect until all Obligations have been Paid in Full. When all of the Obligations have been Paid in Full, Lender will, at Loan Parties' expense, execute and deliver any payoff letters, termination statements, lien releases, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are necessary to evidence and confirm the Obligations have been Paid in Full and to release, as of record, Lender's Liens and all notices of security interests and Liens previously filed by Lender with respect to the Obligations.

4. REPRESENTATIONS AND WARRANTIES

In order to induce Lender to enter into this Agreement, each Loan Party hereby makes the following representations and warranties to Lender on and as of the dates specified herein. Each Loan Party hereby further represents that such representations and warranties shall be true, correct, and complete, in all respects, as of the Effective Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of the making of each Advance made thereafter, as though made on and as of the date of such Advance (except to the extent that such representations and warranties relate solely to an earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement until the Payment in Full of the Obligations:

4.1 **Organization; Powers; Filing Information**.

(a) Powers; Authority; Standing. Each Loan Party (i) is duly formed and existing under the laws of the jurisdiction of its formation, (ii) is qualified and in good standing (to the extent such concept is applicable in the applicable jurisdiction) to do business in every jurisdiction where such qualification is required, except in such jurisdictions where the failure to so qualify or be in good standing, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change, and (iii) subject to the entry of the DIP Orders, has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted in accordance with this Agreement and the Approved Budget, to enter into the Loan Documents to which it is a party, and to carry out the transactions contemplated thereby. On the date hereof, there is no existing default under any Organizational Document of any Loan Party or any event which, with the giving of notice or passage of time or both, would constitute a default by any party thereunder other than the commencement of the Chapter 11 Case.

(b) Jurisdiction of Organization; Location of Chief Executive Office; Organizational; Identification Number. The name (within the meaning of section 9-503 of the UCC), primary-mailing address, jurisdiction of organization, type of entity, direct equity owner and, to the extent required to be set forth in a financing statement under the UCC, organizational identification number (if any) of each Loan Party is as set forth on Schedule 4.1(b) (as such Schedule may be updated from time to time by notice from the Borrower to Lender).

(c) Organizational Chart. A complete, accurate organization chart, showing the ownership structure of Borrower and the other Loan Parties and each of their respective

Subsidiaries as of the Petition Date and on the date hereof, and after giving effect to the Transactions, is set forth on Schedule 4.1(c).

4.2 **Authorization; Enforceability**. Subject to the entry of the DIP Orders, the execution, delivery, and performance by each Loan Party of the Loan Documents to which it is a party have been duly authorized by all necessary corporate, limited liability company or partnership action on the part of such Loan Party and with respect to such Loan Party, except in each case (other than with respect to the Borrower) to the extent such failure to do so would not reasonably be expected to result in a Material Adverse Change. Subject to the entry of the DIP Orders, each Loan Document has been duly executed and delivered by each Loan Party that is a party thereto and each such Loan Document is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally (regardless of whether such enforceability is considered in a proceeding at law or in equity).

4.3 **Permits; No Conflicts**.

(a) Permits. Except as set forth on Schedule 4.3(a), each Loan Party has all Permits required for the operation of its business and for the execution, delivery, and performance by, and enforcement against, such Loan Party of each Loan Document, except to the extent the failure to have such Permit(s) would not result in, or would not reasonably be expected to result in, a Material Adverse Change. Except as set forth in Schedule 4.3(a), such Loan Party is not in breach of or default under the provisions of any such Permit, nor is there any event, fact, condition, or circumstance which, with notice or passage of time or both, would constitute or result in any of the foregoing, which in each case results in, or would reasonably be expected to result in, a Material Adverse Change.

(b) No Conflicts. Subject to entry of the DIP Orders, the Transactions (i) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority (the "Governmental Approvals"), except such as have been, or will be by the time required, obtained or made and are, or will be by the time required, in full force and effect and except for any filings, registrations, endorsements, notarizations, stampings and/or notifications necessary to perfect Liens created pursuant to the Loan Documents; (ii) will not violate in any material respect any applicable material law or regulation or the charter, by-laws or other Organizational Documents of any Loan Party or any material order of any Governmental Authority binding upon any Loan Party or its assets; (iii) will not violate or result in a default under any indenture, material agreement or other material instrument binding upon any Loan Party or its assets, or give rise to a right thereunder to require any payment to be made by any Loan Party, except, in the case of clauses (ii) and (iii), for any such violations, defaults or rights that would not reasonably be expected to result in a Material Adverse Change; (iv) will not result in the creation or imposition of any Lien on any asset of a Loan Party or any of its Subsidiaries, other than Liens created or permitted under the Loan Documents; and (v) do not result in a limitation of any licenses, permits or other Governmental Approvals applicable to the business, operations or properties of any Loan Party, except to the extent such limitation would not reasonably be expected to result in a Material Adverse Change.

4.4 **Properties**. Subject to Liens permitted pursuant to Section 6.2, each Loan Party has (i) good, sufficient, valid, and legal title to, and (ii) good and marketable title to, all of such Loan Party's right, title, and interest in the Collateral, except where any failure of such title, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change. Each Loan Party further represents and warrants that none of its assets and properties are subject to any Liens, security interests, or encumbrances as of the Petition Date other than those set forth on Schedule 4.4(a). All of the Collateral that is reasonably necessary for the operation of their businesses are in good working condition, ordinary wear and tear excepted, and are maintained in accordance with reasonable commercial business standards.

4.5 **Environmental and Labor Matters**.

(a) Except with respect to matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change, neither any Loan Party nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) is subject to any Environmental Liabilities or (iii) has received written notice of any claim with respect to any Environmental Liabilities.

(b) As of the date hereof, there are no strikes, lockouts or slowdowns against any Loan Party pending or, to the knowledge of any Loan Party, threatened. The hours worked by and payments made to employees of any Loan Party have not been in violation of the Fair Labor Standards Act of 1938, as amended, or any other applicable federal, state, local or foreign law dealing with such matters in any manner which would reasonably be expected to result in a Material Adverse Change. All payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of such Loan Party except where the failure to do so would not reasonably be expected to result in a Material Adverse Change. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Loan Party is bound where such termination or right of renegotiation would reasonably be expected to result in a Material Adverse Change.

4.6 **Compliance with Laws; Litigation; Commercial Tort Claims; Intellectual Property**.

(a) Compliance. Each Loan Party is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except (i) in instances in which such laws, regulations or orders are being contested in good faith by appropriate proceedings diligently conducted (as reasonably determined by such Loan Party) or (ii) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change.

(b) Litigations and Proceedings. Other than the Chapter 11 Case and, solely with respect to clause (ii) in this Section 4.6(b), (x) for litigation that is stayed by the commencement and continuation of the Chapter 11 Case and (y) those items set forth on Schedule

4.6(b) hereof, there are no actions, suits, proceedings of any kind, claims, or disputes pending or threatened in writing, at law, in equity, in arbitration, or before any Governmental Authority, by or against any Loan Party or against any Loan Party's properties, revenues, or rights that (i) purport to affect or pertain to this Agreement, any other Loan Document, or any of the transactions contemplated hereby (other than objections or pleadings that may have been filed in the Chapter 11 Case with respect to Borrower seeking authorization to enter into the Loan Documents and incur the Obligations under this Agreement), or (ii) either individually or in the aggregate, as to which there is a reasonable likelihood of an adverse determination and that, if adversely determined, would reasonably be expected to result in a Material Adverse Change.

(c) Commercial Tort Claims. As of the Effective Date, Schedule 4.6(c) sets forth all of the commercial tort claims any Loan Party has against another Person.

(d) Intellectual Property. Except where it would not reasonably be expected to have a Material Adverse Change, the Loan Parties and each of their Subsidiaries owns, is licensed to use, or otherwise has the right to use, all Intellectual Property used in or necessary for the conduct of its business as currently conducted. As of the Effective Date, all registrations of and applications for Intellectual Property owned by a Loan Party or any Subsidiary are identified on Schedule 4.6(d). To the knowledge of the Loan Parties, there are no restrictions on any Loan Party's or any Subsidiary's right to create a Lien on such Intellectual Property nor in Lender's right to perfect and enforce such Lien. The Copyrights, Patents and Trademarks listed on the respective schedules to the Intellectual Property Security Agreement constitute all of the Patents, Trademarks and government registered Copyrights owned by the Loan Parties and their Subsidiaries as of the Effective Date; provided, however, that Borrower will notify Lender upon obtaining any additional Copyrights, Patents and/or Trademarks after the date hereof and update such schedule to reflect such addition(s). All government registered Intellectual Property owned by any Loan Party and/or any Subsidiary is valid, subsisting and enforceable and all filings necessary to maintain the effectiveness of such registrations have been made except, where failure to do so would not reasonably be expected to have a Material Adverse Change. The execution, delivery and performance of this Agreement by the Loan Parties will not violate or cause a default under any of the material Intellectual Property or any agreement in connection therewith.

(e) Deposit Accounts. Schedule 4.6(e) sets forth the account numbers and locations of all deposit accounts or other bank accounts of the Loan Parties as of the Effective Date.

(f) Letter of Credit Rights; Chattel Paper. Schedule 4.6(f) lists all letter of credit rights and chattel paper of each Loan Party. All action by the Loan Parties necessary or desirable to protect and perfect Lender's Lien on each item listed on Schedule 4.6(f) (including the delivery of all originals and the placement of a legend on all chattel paper as required hereunder) has been duly taken. Lender will have a fully perfected first priority security interest in the Collateral listed on Schedule 4.6(f), subject only to Permitted Liens.

4.7 **No Fraudulent Transfer**. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the Loan Documents with the intent to hinder, delay, or defraud

either present or future creditors of any Loan Party, or in exchange for less than reasonably equivalent value.

4.8 **Indebtedness**. Schedule 4.8 is a true and complete list of all material Indebtedness of each Loan Party outstanding as of the Petition Date (other than with respect to Indebtedness incurred in connection with equipment leases or to otherwise finance the acquisition, development, construction, restoration, replacement, rebuilding, maintenance, upgrade or improvement of any fixed or capital assets, as a lessee under Capital Leases, or Indebtedness assumed in connection with the acquisition of any such assets) and such Schedule accurately sets forth the aggregate principal amount of such Indebtedness as of such date.

4.9 **Taxes**. Except as provided on Schedule 4.9, or as would not, individually or in the aggregate, result in, or would not reasonably be expected to result in, a Material Adverse Change and subject to the terms of the applicable DIP Orders and any required approval by the Bankruptcy Court, all United States federal, state, and other material tax returns and reports of Loan Parties and their respective Subsidiaries, as applicable, required to be filed by the Loan Parties or their respective Subsidiaries, as applicable, with respect to the Collateral have been timely filed, and all Taxes due with respect to the period covered by such tax returns and all material assessments, fees, and other governmental charges upon any Collateral that are due and payable have been paid when due and payable, other than Taxes that are the subject of a Permitted Protest. Each Loan Party and its Subsidiaries has made adequate provision in accordance with GAAP on its *pro forma* financial statements for all material Taxes not yet due and payable as of the date of such financial statements. Each Loan Party and its Subsidiaries is unaware of any proposed or pending tax assessments, deficiencies, audits, or other tax matters that would be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change.

4.10 **Approved Budget**. Attached to this Agreement as Exhibit B is a true and complete copy of the Approved Budget as of the Effective Date. The Approved Budget was prepared in good faith based on assumptions believed by Borrower to be reasonable at the time made and upon information believed by Borrower to have been reasonable based upon the information available at the time such Approved Budget was furnished. The Approved Budget may be amended or otherwise modified from time to time in accordance with the procedures set forth in Section 5.2(b) of this Agreement; provided that, the total amount of Loans provided pursuant to the Approved Budget shall not exceed the total amount of the Commitments. On and after the delivery of any variance report in accordance with the DIP Orders and this Agreement, as applicable, such variance report fairly represents, in all material respects, the information covered thereby. To the knowledge of Loan Parties, no facts exist that (individually or in the aggregate) would result in any material change in the then-applicable Approved Budget (taking into account all Permitted Variances).

4.11 **Insurance**. Each Loan Party maintains, and has caused each Subsidiary to maintain, with insurance companies reasonably believed by such Loan Party to be financially sound and reputable, insurance on all their real and personal property in such amounts, subject to such deductibles and self-insurance retentions and covering such properties and risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations, and as required by all material governmental requirements, all material agreements and all other Loan Documents. All insurance maintained by the Loan Parties is in full

force and effect, all premiums have been duly paid and no Loan Party has received notice of violation or cancellation thereof except, in such case, where the failure to so maintain such insurance would not reasonably be expected to have a Material Adverse Change. Schedule 4.11 sets forth a true, complete and correct summary description of all D&O insurance policies and all other insurance policies maintained by the Loan Parties as of the date hereof, which are applicable to, and/or provide coverage with respect to, any ongoing litigation brought by any Person against any Loan Party and/or other enforcement of claims by any Person against any Loan Party (including any settlement of the foregoing), in each case, as of the date hereof.

4.12 **ERISA**. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Change. No Loan Party or any of its Subsidiaries is an entity deemed to hold "plan assets" (within the meaning of the Plan Asset Regulations), and neither the execution, delivery nor performance of the transactions contemplated under this Agreement, including the making of any Loan, will give rise to a non-exempt prohibited transaction under section 406 of ERISA or section 4975 of the Code.

4.13 **Foreign Assets Control Regulations**. No Loan Party is, or will be after the consummation of the Transactions and the application of the proceeds of the Loans, by reason of being a "national" of a "designated foreign country" or a "specially designated national" within the meaning of the Regulations of the Office of Foreign Assets Control, United States Treasury Department (31 C.F.R., Subtitle B, Chapter V), or for any other reason, in violation in any material respect of, any United States Federal statute or Presidential Executive Order concerning trade or other relations with any foreign country or any citizen or national thereof or the ownership or operation of any property.

4.14 **Federal Reserve Regulations; Investment Company Act**.

(a) No Loan Party is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

(b) No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the regulations of the Board of Governors of the Federal Reserve System of the United States, including Regulation T, U or X. The pledge of the Securities Collateral pursuant to the DIP Orders or the Security Documents does not violate such regulations.

(c) No Loan Party is an "investment company" or a company "controlled" by an "investment company," as defined in, or subject to registration under, the Investment Company Act of 1940, as amended.

4.15 **Anti-Corruption Laws and Sanctions**. Each Loan Party has implemented and maintains in effect policies and procedures reasonably designed to achieve material compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries, and, to the knowledge of such Loan Party, its officers, directors, employees and agents, are in

compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Loan Parties, any Subsidiary, or, to the knowledge of a Loan Party, any of their respective directors, officers or employees, or (b) to the knowledge of a Loan Party, any agent of a Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the Facility, is a Sanctioned Person. No Loan, use of proceeds or the other Transactions will violate any Anti-Corruption Law or applicable Sanctions.

4.16 **Financial Condition; No Material Adverse Change**.

(a) The Loan Parties have, as applicable, heretofore furnished to Lender certain financial statements and related information as requested by Lender. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Loan Parties as of such dates and for such periods.

(b) Since the Petition Date, there has been no Material Adverse Change in the business, assets, results of operations or financial condition of any Loan Party, taken as a whole.

4.17 **Material Contracts**. Schedule 4.17 sets forth a complete and correct list of all material agreements, leases, indentures, purchase agreements, obligations in respect of letters of credit, guarantees, joint venture agreements, and other instruments in effect or to be in effect as of the date hereof, in each case, providing for, evidencing, securing or otherwise relating to any Indebtedness of any Loan Party, in each case, in excess of five-hundred thousand Dollars ($500,000), and all obligations of any Loan Party to issuers of surety or appeal bonds in excess of one-hundred thousand Dollars ($100,000) issued for account of any Loan Party, and such list correctly sets forth the names of the debtor or lessee and creditor or lessor with respect to the Indebtedness or lease obligations outstanding or to be outstanding and the property subject to any Lien securing such Indebtedness or lease obligation. To the extent requested by Lender, each Loan Party has heretofore delivered to Lender a complete and correct copy of all such material credit agreements, indentures, purchase agreements, contracts, letters of credit, guarantees, joint venture agreements, or other instruments, including any modifications or supplements thereto, as in effect on the date hereof.

4.18 **Select Bankruptcy Matters**. (a) The Chapter 11 Case was validly commenced, (b) proper notice under the circumstances of the motion seeking approval of the Loan Documents and entry of each of the DIP Orders was given, (c) the hearing for the approval of the Interim Order and the Final Order has been held by the Bankruptcy Court, and (d) after entry of the Interim Order (and following entry thereof, the Final Order), the Obligations will constitute superpriority administrative expense claims against the Debtor and shall be secured by, *inter alia*, Lender's Liens in the Required Lien Priority granted under this Agreement and the other Loan Documents.

4.19 **No Default**. No Default or Event of Default has occurred and is continuing.

4.20 **Disclosure**. No representation, warranty, information, report, financial statement, certificate, Borrowing Notice, exhibit, schedule, or other written statement made or furnished by or on behalf (to the extent at the direction of) of the Borrower or any other Loan Party to Lender (including by or to, as applicable, their respective agents or representatives) in connection with this Agreement or any other Loan Document, taken as a whole and after giving effect to all

supplements and updates thereto, or included therein or delivered pursuant thereto, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were or are made, not materially misleading as of the date such information is dated or certified; provided that to the extent any such information, report, financial statement, exhibit or schedule was based upon or constitutes a forecast or projection or pro forma adjustment, each Loan Party represents only that it acted in good faith and utilized reasonable assumptions and due care in the preparation of such information, report, financial statement, exhibit or schedule (it being understood that forecasts are subject to uncertainties and contingencies and that no representation or warranty is given that any forecast will be realized).

5. AFFIRMATIVE COVENANTS

Each Loan Party hereby covenants and agrees that, until the Payment in Full of the Obligations, it shall (and shall cause its Subsidiaries to) comply with each of the following, as applicable:

5.1 **Notice of Certain Events**. Loan Parties shall deliver to Lender: (a) promptly, but in any event within three (3) Business Days, upon becoming aware of any Default or Event of Default, notice of such Default or Event of Default; (b) promptly upon becoming aware of any litigation threatened in writing against any Loan Party or filed after the Petition Date (other than an adversary proceeding or other pleading filed in the Chapter 11 Case) or any other event (other than an event in the Chapter 11 Case), in each case, which has resulted in, or would reasonably be expected to result in, a Material Adverse Change, notice of such litigation or event; (c) at the time a Borrowing Notice is furnished to Lender or its counsel in connection with any requested Advance, a Compliance Certificate; and (d) promptly upon becoming aware, but in any event within three (3) Business Days, of any existing or potential action by a Governmental Authority that results in, or would be reasonably likely to result in, a Material Adverse Change.

5.2 **Reporting; Budget; Conference Calls and Bankruptcy Matters**.

(a) Borrower shall comply with the agreements, requirements, covenants, and applicable undertakings set forth in Exhibit C, in accordance with the terms thereof.

(b) Borrower will, commencing on August [__], 2026, and every fifth (5th) Thursday thereafter, prepare and deliver to Lender a supplement to the initial Approved Budget (or the previously supplemented Approved Budget) updating or extending the period covered by the initial Approved Budget (or the previously supplemented Approved Budget) so that it covers at least a 11-week period from the date of such initial Approved Budget or supplemental Approved Budget, as applicable, which supplemental Approved Budget shall be subject to Lender's approval in its reasonable discretion and without further order of the Bankruptcy Court. To the extent Lender provides written notice rejecting the updates (or any amendments) within three (3) Business Days after the delivery by Borrower of any such update or amendment, the then existing Approved Budget shall continue to constitute the applicable Approved Budget until such time as an update or amendment is approved by Lender in its reasonable discretion. In the event Lender does not provide written notice of its rejection of the supplemental Approved Budget within such

three (3) Business Day period, such supplemental Approved Budget shall become effective as the Approved Budget.

(c) Every other week, after the delivery of the first supplemental Approved Budget, Borrower shall deliver to Lender a variance report for the four (4) week period ending the prior Thursday comparing the difference/variance, expressed as a percentage (each, a "Budget Variance"), between actual net operating cash flow (such term reflecting those line items illustrated in the Approved Budget) for such period to projected net operating cash flow for such period as set forth in the Approved Budget on a cumulative four-week rolling basis (each, a "Measuring Period") and explaining in reasonable detail all material variances (each such report, a "Variance Report," which shall be in a form reasonably acceptable to Lender).

(d) Borrower shall participate in a conference call occurring every week, if requested by Lender or its counsel, commencing on the first week following the Effective Date regarding the Approved Budget, the Chapter 11 Case, and other financial matters.

(e) Borrower shall promptly furnish to Lender, as soon as available, all material information or reports provided by Borrower or its counsel to any official or unofficial committee in the Chapter 11 Case, the office of the U.S. Trustee, or any other significant party in interest with respect to the financial condition of Borrower, any sale or disposition of Collateral outside of the Ordinary Course of Business, or any plan of reorganization or liquidation of Borrower;

(f) Borrower and the other Loan Parties shall deliver to Lender's counsel (i) copies of any pleadings or motions to be filed by or on behalf of the Borrower or any other Loan Party in the Chapter 11 Case at least three (3) days before such filing (or as soon as is reasonably practicable under the circumstances), and (ii) all notices required to be given to all parties specified in any DIP Order.

5.3 **Existence**. At all times, each Loan Party shall (a) maintain and preserve in full force and effect its existence, (b) maintain its good standing in its jurisdiction or incorporation or formation, except where failure to do so would not result in, or would not reasonably be expected to result in, a Material Adverse Change, and (c) maintain all its rights and franchises, licenses and permits, except where the failure to be in good standing or maintain any such rights and franchises, or licenses and permits would not result in, or would not reasonably be expected to result in, a Material Adverse Change.

5.4 **Maintenance of Properties; Permits**. Each Loan Party shall (a) maintain and preserve the Collateral in good working order and condition, with ordinary wear, tear, and casualty excepted, subject to the Approved Budget and the Permitted Variances; (b) comply with the material provisions of all material leases related to the Collateral pledged by it, so as to prevent the loss or forfeiture thereof, unless (i) such provisions are the subject of a Permitted Protest, (ii) such lease is a Site Lease that is rejected in the exercise of the Loan Parties' reasonable business judgment, or (iii) compliance is not permitted or contemplated by the Approved Budget or is otherwise excused by the provisions of the Bankruptcy Code or an order of the Bankruptcy Court; and (c) maintain, comply with, and keep in full force and effect its Permits with respect to the Collateral pledged by it, except where failure to so comply would not result in, or would not reasonably be expected to result in, a Material Adverse Change. Each Loan Party shall comply

with and maintain, all Permits required for the operation of its business, except where failure to so comply would not result in, or would not reasonably be expected to result in, a Material Adverse Change.

5.5 **Taxes**. Except to the extent such payment is excused or otherwise prohibited by, the provisions of the Bankruptcy Code or an order of the Bankruptcy Court, and (as to Borrower) to the extent such Taxes are contemplated in the Approved Budget, Loan Parties shall pay in full or discharge all assessments and Taxes imposed, levied, or assessed after the Petition Date against any Collateral to be paid in full, before delinquency (giving effect to any extension period), except to the extent that any such assessments and Taxes shall be paid pursuant to a Sale Order or that are subject to a Permitted Protest.

5.6 **Insurance**. At Loan Parties' sole costs and expense, Loan Parties shall maintain, or cause to be maintained insurance with respect to the Collateral in which Loan Parties have any right, interest, or title, covering loss or damage by fire, theft, explosion, and all other hazards and risks as ordinarily are insured against by other Persons engaged in the same or similar businesses and consistent with Loan Parties' insurance policies in effect on the Petition Date. Each Loan Party shall maintain property, general liability and director's and officer's liability insurance consistent with insurance policies in effect on the Petition Date or otherwise consistent with reasonable and sound business practices and applicable to such Loan Party. All such policies of insurance shall be with responsible and reputable insurance companies and in such amounts as are carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located. Loan Parties shall cause, to the extent allowable under the applicable material non-retail property and general liability insurance policies within thirty (30) days (as such period may be extended by the Lender in its sole discretion) following the entry of the Final Order, all property insurance policies covering the Collateral in the name of a Loan Party to be made payable to Lender, in case of loss, pursuant to a standard lender loss payable endorsement with a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as Lender may reasonably require to fully protect Lender's interest in the Collateral and any payments to be made under such policies. Loan Parties shall cause, to the extent allowable under the applicable material non-retail property and general liability insurance policies, within thirty (30) days (as such period may be extended by the Lender in its sole discretion) following the entry of the Final Order, all certificates of property and general liability insurance are to be delivered to Lender, with the loss payable (but only in respect of Collateral) and additional insured endorsements in favor of Lender and shall provide for not less than thirty (30) days (ten (10) days in the case of non-payment) prior written notice to Lender of the exercise of any right of cancellation. If Loan Parties fail to maintain the insurance required by this Section 5.6, Lender may arrange for such insurance, but at Loan Parties' sole cost and expense and without any responsibility on Lender's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Loan Parties shall give Lender prompt notice of any loss covered by their casualty or business interruption insurance. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt, and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise, or settlement of any claims under any such insurance policies.

5.7 **Inspection**. Each Loan Party shall permit Lender and each of its duly authorized representatives or agents, to visit any of its properties and inspect any of its Collateral or books and records, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees upon reasonable notice and at such reasonable times during regular business hours and intervals as Lender may require, in each case other than information subject to confidentiality obligations and/or attorney client or other privilege, provided, that all such visits and inspections shall be made in accordance with the standard safety, visit, and inspection procedures of such Loan Party and its tenants, as applicable, and no such visit or inspection shall unreasonably interfere with the normal business operation of such Loan Party and its tenants, and provided, further that, absent the existence of an Event of Default, Lender shall be limited to one such visit and/or inspection during the term of this Agreement.

5.8 **Environmental**. Each Loan Party shall:

(a) keep the Collateral owned or operated by it free of any Environmental Liens (except to the extent constituting Permitted Liens);

(b) comply with all applicable Environmental Laws, except where the failure to so comply has not resulted in, or would not reasonably be expected to result in, a Material Adverse Change;

(c) promptly notify Lender of any release of which any Loan Party has knowledge of a Hazardous Material in any reportable quantity from or onto property owned or operated by such Loan Party that results in, or would reasonably be expected to result in, a Material Adverse Change; and

(d) promptly, but in any event within five (5) Business Days of its receipt thereof, provide Lender with written notice of any of the following: (i) the filing of an Environmental Lien against any of the Collateral, (ii) the commencement of any Environmental Action, or receipt of written notice that an Environmental Action will be filed, against such Borrower, and (iii) receipt of a written notice of a violation, citation, or other administrative order from a Governmental Authority concerning violations or alleged violations of Environmental Laws, which seeks to impose liability therefor or otherwise results in, or would reasonably be expected to result in, a Material Adverse Change.

5.9 **Compliance with Laws**. Each Loan Party shall comply with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority, other than laws, rules, regulations, and orders the non-compliance with which, individually, has not resulted in, or would not reasonably be expected to result in, a Material Adverse Change.

5.10 **Disclosure Updates**. Each Loan Party shall promptly, but in any event within five (5) Business Days after obtaining knowledge thereof, notify Lender of any written information, exhibit, or report (other than materials marked as drafts and forward-looking information, projections, estimates, and information of a general economic nature and general information about Loan Parties' industry or businesses, as applicable) furnished (after giving effect to any supplements thereto and when taken as a whole) to Lender that contained, at the time it was

furnished, any untrue statement of a material fact or omitted any material fact necessary to make the statements contained therein (taken as a whole) not materially misleading in light of the circumstances in which made. Any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Exhibits, Schedules or reports hereto.

5.11 **Approved Budget**. Each Loan Party shall comply with the Approved Budget (as updated and supplemented, subject to Lender's consent in accordance with this Agreement and the Final Order), subject to the Permitted Variances.

5.12 **Professional Fees Account**. Borrower shall deposit and hold in the Professional Fees Account the amounts necessary to (a) fund, on the Monday of each week, the Professional Fees Account to pay such then unpaid allowed Professional Fees for that week as reflected in the Approved Budget (including any amounts reflected in the Approved Budget for prior weeks not yet deposited) prior to any and all other claims and (b) upon delivery of a Carve Out Trigger Notice, and prior to the payment of any other Obligation, fund the Carve Out Reserves (as defined in the Final Order), in each case in accordance with this Agreement, the Final Order, and as set forth in the Approved Budget (including any Permitted Variances).

5.13 **Deposit Account Control Agreements; Intellectual Property; Further Assurances**.

(a) The Loan Parties shall use commercially reasonable efforts to cause each relevant financial institution or other person at which each Deposit Account that constitutes Collateral is maintained to, enter into a Deposit Account Control Agreement with respect to such Deposit Account that is Collateral, in each case, promptly, and in no later than thirty (30) days (subject to an automatic 30-day extension if such Loan Party is using commercial reasonable efforts to obtain the relevant Deposit Account Control Agreements), following the request of Lender at any time after entry of the Final Order. Notwithstanding the foregoing, the Loan Parties shall enter into a Deposit Account Control Agreement in favor of Lender with respect to the Designated Account within thirty (30) days after the entry of the Final Order, subject to an automatic thirty (30) day extension if the Loan Parties are using commercially reasonable efforts to obtain a Deposit Account Control Agreement.

(b) Each of the Loan Parties shall concurrently herewith deliver to Lender an Intellectual Property Security Agreement and all other documents, instruments and other items as may be necessary for Lender to file such agreements with the U.S. Copyright Office and the U.S. Patent and Trademark Office. If any Loan Party acquires or becomes entitled to any new or additional Patents, Trademarks or government registered Copyrights, or rights thereto that are not Excluded Property, the Loan Parties shall promptly (i) give to Lender written notice thereof (within ten (10) days thereof or such later date as is acceptable to the Lender), and (ii) shall amend the schedules to the respective security agreements or enter into new or additional security agreements to include any such new Patents, Trademarks or government registered Copyrights. Each of the Loan Parties shall: (a) prosecute diligently any copyright, patent or trademark application at any time pending as deemed appropriate by Borrower in good faith in its commercially reasonable business judgment; (b) make application for registration or issuance of all new copyrights, patents

and trademarks as reasonably deemed appropriate by Borrower; (c) preserve and maintain all rights in the Intellectual Property that is material to the conduct of its business as determined by Borrower in good faith in its commercially reasonable business judgment; and (d) during the existence of an Event of Default, use commercially reasonable best efforts to obtain any consents, waivers or agreements necessary to enable Lender to exercise its remedies with respect to the Intellectual Property.

(c) Subject to the DIP Orders, as applicable, each Loan Party shall use commercially reasonably efforts to execute and/or deliver to Lender any and all Security Documents, Intellectual Property Security Agreements, financing statements, fixture filings, endorsements of certificates of title, deeds of trust, mortgages, trademark filings, copyright filings, and all other instruments or other documents (collectively, the "Additional Documents") that Lender or its counsel may reasonably request with respect to any Loan Party's businesses, assets, or other property, which Additional Documents shall be in form and substance acceptable to Lender, to more fully evidence, confirm, validate, create, perfect, continue, preserve, or enforce Lender's Liens or rights in all the Collateral (whether now owned or hereafter arising or acquired, tangible or intangible, real or personal), in each case, promptly, and in no later than thirty (30) days, following the request of Lender or its counsel at any time after entry of the Final Order. Each of the Loan Parties will use commercially reasonable efforts to cooperate and assist advisors hired by or at the discretion of Lender to enable such advisors to perform the services for which they were engaged, including, without limitation, promptly providing such information and documents as such advisors may reasonably request.

5.14 **Material Contracts; Sale Offers**. Other than defaults existing as of the Effective Date that have already been disclosed to Lender in writing or events in the Chapter 11 Case, Loan Parties shall deliver to Lender (a) promptly (but in any event within five (5) Business Days) of a Loan Party becoming aware of any default (other than the filing of the Chapter 11 Case) or other material breach under any Material Contract to which any Loan Party is a party, notice of such defaults or breaches, and (b) subject to any bidding procedures approved by the Bankruptcy Court, prompt notification of any written offer to purchase all, substantially all, or a material portion of the assets of any Loan Party, its assets, or a segment thereof, or to purchase all, substantially all, or a material portion of the Equity Interests of any Loan Party or its any Subsidiary of a Loan Party, or otherwise explore or enter into a transaction to acquire a material portion of the assets or equity of any Loan Party or its Subsidiary outside the Ordinary Course of Business.

5.15 **Supplement to Commercial Torts Schedule**. Not later than [__], 2026 (or such later date as agreed by Lender in its sole discretion), Loan Parties shall deliver to Lender an updated Schedule 4.6(c) with respect to the commercial tort claims each Loan Party has against another Person known to such Loan Party, which schedule shall be attached hereto and supplement Schedule 4.6(c) as delivered on the Effective Date.

5.16 **Subsequent Proceedings**. In the event that a Proceeding is filed or otherwise commenced with respect to a Loan Party, its assets, or its operations (including, without limitation, if a Loan Party becomes a debtor and debtor-in-possession in the Chapter 11 Case or otherwise), such Loan Party (or the applicable representative of its estate) shall immediately seek entry of an order, in form and substance acceptable to Lender, applying the Final Order and other applicable DIP Documents to such Loan Party and its estate (any such order, an "Extension Order"), and such

Extension Order shall (a) be entered by the applicable court within thirty (30) days of the filing of such Proceeding, (b) remain in full force and effect, and (c) not be reversed, amended, stayed, vacated, terminated or otherwise modified in any manner without Lender's prior written consent in its sole discretion.

6. NEGATIVE COVENANTS

Each Loan Party hereby covenants and agrees that, until the Payment in Full of the Obligations, such Loan Party will (and will cause its Subsidiaries to) not do any of the following without the prior written consent of Lender:

6.1 **Indebtedness**. Create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness, except for (a) Indebtedness evidenced by this Agreement, the Loan Documents (including the Carve Out) and (b) the following Indebtedness (collectively, "Permitted Indebtedness"):

(i) Indebtedness outstanding as of the Petition Date and described on Schedule 6.1;

(ii) [reserved];

(iii) obligations under any cash management agreement and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs, and other cash management and similar arrangements incurred in the Ordinary Course of Business;

(iv) unsecured Indebtedness consisting of (A) the financing of insurance premiums or (B) take-or-pay obligations contained in supply arrangements, in each case, incurred in the Ordinary Course of Business;

(v) unsecured Indebtedness incurred by any Loan Party or any of its Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts, or similar instruments issued or created in the Ordinary Course of Business, including in respect of workers compensation claims, health, disability, or other employee benefits or property, casualty, or liability insurance or self-insurance, or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims;

(vi) Indebtedness in respect of surety bonds, performance bonds and other similar obligations incurred in the Ordinary Course of Business;

(vii) Indebtedness incurred to finance the acquisition, development, construction, restoration, replacement, rebuilding, maintenance, upgrade or improvement of any fixed or capital assets, including real property, as a lessee under Capital Leases and any Indebtedness assumed in connection with the acquisition of any such assets; provided that such Indebtedness is incurred prior to or within 120 days after such acquisition or the completion of such development, construction, restoration, replacement, rebuilding, maintenance, upgrade or improvement; provided that aggregate principal amount of all such Indebtedness, together with any Indebtedness incurred pursuant to this Section 6.1(vii), shall not exceed two hundred fifty

thousand Dollars ($250,000) (or such greater amount approved in writing by Lender in its sole discretion) at any time outstanding;

(viii) Indebtedness representing deferred compensation or similar arrangements to current, future or former officers, directors, employees, members of management, or consultants of Borrower in the Ordinary Course of Business consistent with past practice;

(ix) Indebtedness representing any Taxes to the extent such Taxes are permitted to not be paid or discharged at such time in accordance with Section 5.5;

(x) other Indebtedness expressly permitted by the Approved Budget (including any Permitted Variances);

(xi) Indebtedness for (A) utilities, security deposits, leases, and similar prepaid expenses incurred in the Ordinary Course of Business and (B) trade accounts created, or prepaid expenses accrued, in the Ordinary Course of Business;

(xii) Indebtedness in respect of take-or-pay obligations contained in supply agreements entered into in the Ordinary Course of Business;

(xiii) Indebtedness constituting indemnification, deferred purchase price adjustments, earn-outs or other similar contingent payment obligations incurred in connection with any investment, acquisition, loan, disposition or transfer not prohibited hereunder (other than, in the case of a disposition or transfer, guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition), so long as the amount does not exceed the gross proceeds actually received by a Borrower or the applicable Subsidiary, as the case may be, in connection with any such disposition or transfer;

(xiv) all premiums (if any), interest (including post-petition interest), fees, expenses, charges, accretion or amortization of discount, accretion of interest paid in kind, and additional or contingent interest on obligations described in clauses (i) through (xiii) above;

(xv) guarantees with respect to Indebtedness permitted under this Section 6.1;

(xvi) unsecured Indebtedness of the Borrower or any of its Subsidiaries owing to the Borrower or any of its Subsidiaries; provided, that any such Indebtedness owing by a Subsidiary that is not a Loan Party to a Loan Party is permitted by Section 6.15 (other than by reference to Section 6.1 or any clause thereof); provided further, that any Indebtedness owing by a Loan Party to a Subsidiary that is not a Loan Party is subordinated to the Obligations on terms acceptable to the Lender;

(xvii) Indebtedness of the Borrower or any of its Subsidiaries undertaken in connection with cash management and related activities with respect to any Subsidiary in the Ordinary Course of Business;

(xviii) Indebtedness of the Borrower or any of its Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument

inadvertently drawn by the Borrower or such Subsidiary in the Ordinary Course of Business against insufficient funds, so long as such Indebtedness is promptly repaid;

(xix) other Indebtedness of the Borrower or any other Loan Party in an aggregate principal amount (for the Borrower and all such Loan Parties) not to exceed $250,000 at any time outstanding.

6.2 **Liens**.

(a) Create, incur, assume, or suffer to exist on or after the date of this Agreement, directly or indirectly, any Lien on or with respect to any of the Collateral, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens, and, for the avoidance of doubt, the Carve Out as provided herein and in the other Loan Documents; or

(b) Create, incur, assume, or suffer to exist on or after the date of this Agreement, directly or indirectly, any Lien that is equal to or superior to the priority of any Liens granted by (i) this Agreement or the DIP Orders or (ii) on or with respect to any of the Collateral, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for the Carve Out as provided herein and in the other Loan Documents.

6.3 **Restrictions on Fundamental Changes**. Except in connection with an Acceptable Plan or Acceptable Sale approved by the Bankruptcy Court or otherwise with the prior written consent of Lender, no Loan Party shall, without the prior written consent of Lender: (a) enter into any merger, consolidation, reorganization, or recapitalization, or reclassify its Equity Interests; or (b) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution).

6.4 **Disposal of Assets; Intellectual Property**.

(a) Except in connection with an Acceptable Plan or Acceptable Sale, convey, sell, lease, license, assign, transfer, or otherwise dispose of (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of) any Collateral pledged by any Loan Party, other than Permitted Transfers.

(b) No Loan Party shall abandon any material right to file a copyright, patent or trademark application nor shall any Loan Party abandon any material pending copyright, patent or trademark application, or Copyright, Patent or Trademark, without the prior written consent of Lender, unless such Loan Party determines in good faith that such Copyright, Patent and/or Trademark is not material to the conduct of its business.

6.5 **Name Change**. Except in connection with an Acceptable Plan or Acceptable Sale, change any Loan Party's name, state of organization, or organizational identity.

6.6 **Nature of Business**. Make any change in the nature of any Loan Party's business or acquire any properties or assets that are not reasonably related to the conduct of such business activities; provided, that the foregoing shall not prevent any Loan Party from (a) engaging in any business that is reasonably related or ancillary to its business, or (b) complying with any requirement of the Bankruptcy Code or the DIP Orders.

6.7 **Material Leases or Contracts; Amendments**. Except in connection with an Acceptable Plan or Acceptable Sale, amend, alter, change, or modify in any way (a) the material terms of any material lease or contract in connection with the Collateral except in a manner that does not result in, or would not reasonably be expected to result in, a Material Adverse Change, or (b) any of its Organizational Documents in a manner that is, or would reasonably be expected to be, adverse to Lender.

6.8 **[Reserved]**.

6.9 **Accounting Methods**. Modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP).

6.10 **Transactions with Affiliates**. Directly or indirectly enter into or permit to exist any transaction with any Affiliate of any Loan Party, except for transactions: (a) that are in the Ordinary Course of Business of such Loan Party; (b) dividends and distributions permitted by Section 6.17; (c) acquisitions, loans or investments permitted by Section 6.15; (d) reasonable and customary director, officer and employee compensation (including bonuses) and other benefits (including retirement, health, stock option and other benefit plans) and indemnification arrangements, or severance arrangements in the Ordinary Course of Business; (e) transactions in the Ordinary Course of Business between the Borrower or a Subsidiary and its own employee stock option plan approved by the Borrower or such Subsidiary in good faith, (f) otherwise approved by the Bankruptcy Court pursuant to an order in form and substance acceptable to Lender; (g) transactions set forth on Schedule 6.10 as of the Effective Date; (h) expressly permitted pursuant to the Approved Budget (including any Permitted Variances); (i) the transfer, assignment, or remittance of tax credits from any Subsidiary to the Borrower or any other Loan Party; or (j) the settlement, resolution, cancellation, netting, or forgiveness of intercompany claims, receivables, or payables between or among the Borrower and any of its Subsidiaries to the extent permitted under Section 6.15(t).

6.11 **Use of Advances**. Use the Initial Advance, the Advances and any other proceeds of the Facility for any Restricted Use or purpose other than to fund payments and, excluding payments pursuant to clauses (c), (d) and (e) below, subject in all respects to the Approved Budget and the Permitted Variances, related to the: (a) working capital and other general corporate purposes of Borrower and its Subsidiaries, if applicable, but only if such Subsidiaries are Borrowers hereunder; (b) professional fees and expenses of administering the Chapter 11 Case (including fees and expenses incurred prior to the Effective Date) in accordance with this Agreement, the Approved Budget, the other Loan Documents, the Bankruptcy Code and applicable orders of the Bankruptcy Court; (c) fees and expenses payable under the Loan Documents, including, without limitation, legal fees and expenses of Lender (including fees and expenses incurred prior to the Effective Date), subject to the Expense Payment Cap; (d) interest and other amounts payable under the Loan Documents; (e) the refinancing of the Original DIP Obligations (as defined in the Final Order); and (f) any other purpose specifically permitted by the DIP Orders.

6.12 **Limitation on Capital Expenditures**. Except permitted by the Approved Budget (including any Permitted Variances), make or incur any Capital Expenditure.

6.13 **Chapter 11 Case**. Directly or indirectly, seek, consent, or suffer to exist, without the prior written consent of Lender, (a) any modification, stay, vacation, or amendment to the DIP Orders; (b) in connection with the Collateral, a priority claim for any administrative expense or unsecured claim against any Debtor (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of any kind set forth in sections 503(b), 506(b) or (c) or 507(b) of the Bankruptcy Code) equal to or superior to the priority of any claim of Lender in respect to the Collateral or otherwise, other than those permitted by the Final Order (including the Carve Out); and (c) any Lien on the Collateral having a priority equal or superior to the Liens in favor of Lender in respect of the Obligations, other than the Carve Out (as provided herein and in the other Loan Documents) or as expressly permitted hereunder; provided, however, that the Superpriority Claims of Lender shall not have priority over any bid protections approved by the Bankruptcy Court in the Chapter 11 Case.

6.14 **Certain Transactions**. Propose or support any chapter 11 plan, or any sale or disposition of all, substantially all, or a material portion of any Loan Party's assets, which proposal, plan, or sale is not an Acceptable Plan or an Acceptable Sale; provided that this Section 6.14 shall not prohibit Permitted Transfers.

6.15 **Acquisitions, Loans, or Investments**. Make any acquisition, advance, loan or any other investment of any kind or nature except for the following, which, in each case, shall be set forth in and subject to the Approved Budget and approved by Lender in writing:

(a) acquisitions of, and advances made in connection with, inventory, equipment, goods or services in the Ordinary Course of Business, and extensions of trade credit, loans, advances and promotions made to distributors, customers, vendors and suppliers in the Ordinary Course of Business or in accordance with market practices;

(b) intercompany loans and advances in the Ordinary Course of Business among the Borrower and any Loan Party;

(c) investments in negotiable instruments deposited or to be deposited for collection in the Ordinary Course of Business;

(d) investments received in settlement of amounts due or owing to the Borrower by an account debtor or pursuant to any plan of reorganization or liquidation, foreclosure or similar arrangement of such account debtor, or received in the ordinary course of business in connection with the bankruptcy or reorganization of suppliers, vendors, distributors, clients, customers and other Persons, or in settlement of delinquent obligations of, and other disputes with, suppliers, vendors, distributors, clients, customers and other Persons;

(e) investments in Equity Interests, obligations or securities received in settlement of debts owing to the Borrower or in satisfaction of judgments or pursuant to any chapter 11 plan or similar arrangement upon the bankruptcy or insolvency of a debtor;

(f) investments in receivables owing to the Borrower created or acquired in the Ordinary Course of Business and payable or dischargeable in accordance with customary trade terms; provided, however, that such trade terms may include such concessionary trade terms as the Borrower deems reasonable under the circumstances;

(g) investments in payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the Ordinary Course of Business consistent with past practice;

(h) deposits and guarantees of operating leases, utility obligations, or other obligations that do not constitute Indebtedness, in each case, in the Ordinary Course of Business;

(i) [reserved];

(j) defined contribution pension scheme, unfunded pension fund, phantom equity, cash-settled equity-based awards and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable laws;

(k) investments in any captive insurance subsidiary not to exceed the minimum amount of capitalization required pursuant to regulatory capital requirements;

(l) investments in, acquisitions of, and holding of cash and cash equivalents;

(m) [reserved];

(n) advances of payroll to employees and fee payments to directors in the Ordinary Course of Business;

(o) loans and advances to directors, employees and officers of the Loan Parties and the Subsidiaries for *bona fide* business purposes, in an aggregate amount not to exceed $250,000 at any time outstanding;

(p) investments in existence on, or pursuant to legally binding written commitments in existence on, the Petition Date and listed on Schedule 6.15 and, in each case, any extensions, renewals or replacements thereof, so long as the amount of any investment made pursuant to this clause (p) is not increased;

(q) to the extent constituting investments, Permitted Liens and Permitted Transfers;

(r) investments arising directly out of the receipt by any Loan Party of non-cash consideration for any Permitted Transfer;

(s) investments in the Ordinary Course of Business consisting of UCC Article 3 endorsements for collection or deposit;

(t) the settlement, resolution, cancellation, netting, or forgiveness of intercompany claims, receivables, or payables between or among the Borrower and any of its Subsidiaries in an aggregate amount not to exceed $2,250,000;

(u) investments constituting loans or advances in lieu of distributions permitted pursuant to Section 6.17;

(v) investments in prepaid expenses, negotiable instruments held for collection and lease, utility and worker's compensation deposits provided to third parties in the Ordinary Course of Business and consistent with the Approved Budget (subject to the Permitted Variance);

(w) other investments permitted by the Approved Budget (including any Permitted Variances); and

(x) other investments in an aggregate amount not to exceed $250,000; provided, that investments made by any Loan Party pursuant to this clause (x) shall not be in the form of Intellectual Property (or of Capital Stock of Subsidiaries owning Intellectual Property).

6.16 **Payments on Indebtedness**. Other than (i) pursuant to the Approved Budget (including any Permitted Variances), (ii) as permitted by the DIP Orders, (iii) as permitted by any Approved Bankruptcy Court Order and consistent with the Approved Budget (subject to the Permitted Variance), (iv) as permitted by any other order of the Bankruptcy Court in amounts satisfactory to Lender in its sole discretion or (v) as otherwise set forth in the Loan Documents, make any payment with respect to any Indebtedness.

6.17 **Distributions or Redemptions**. Restricted Payments without Lender's prior written consent; provided that (i) the foregoing shall not prevent any Subsidiary from making any distribution to its direct parent if such parent is a Debtor in the Chapter 11 Case and a Borrower hereunder and (ii) the following Restricted Payments shall be permitted:

(a) any Subsidiary may make Restricted Payments to any Loan Party; provided, that any Subsidiary that is a Debtor may only make Restricted Payments to Subsidiaries that are Loan Parties and Debtors;

(b) Non-Loan Party Subsidiaries may make Restricted Payments to other Non-Loan Party Subsidiaries;

(c) to the extent constituting Restricted Payments, the Borrower and its Subsidiaries may enter into and consummate transactions expressly permitted (other than by reference to this Section 6.17 or any clause thereof) by any provision of Sections 6.3, 6.4, 6.10, and 6.15;

(d) Restricted Payments to the extent expressly provided for in any Approved Budget (subject to the Permitted Variances); and

(e) To the extent considered a Restricted Payment, (i) the transfer, assignment, or remittance of tax credits from any Subsidiary to the Borrower or any other Loan Party, and (ii) the settlement, resolution, cancellation, netting, or forgiveness of intercompany claims, receivables, or payables between or among the Borrower and any of its Subsidiaries to the extent permitted under Section 6.15(t).

6.18 **Formation of Subsidiaries**. Except in connection with an Acceptable Plan or Acceptable Sale, form any direct or indirect Subsidiary or other entity, or acquire any direct or indirect Subsidiary, after the Effective Date, without the prior written consent of Lender in its sole discretion; provided that any such Subsidiary that constitutes a Material Domestic Subsidiary shall

be joined as a Guarantor and Loan Party under this Agreement within thirty (30) days of its formation or acquisition (or within thirty (30) days of becoming a Material Domestic Subsidiary), and such Subsidiary shall execute and deliver to Lender a joinder agreement in form and substance reasonably satisfactory to Lender, pursuant to which such Subsidiary shall become jointly and severally liable for all Obligations and shall grant Liens on its assets as Collateral, in each case on the same basis as the other Guarantors hereunder, together with such other documentation as Lender may reasonable require. For the avoidance of doubt, no Subsidiary that is not a Material Domestic Subsidiary shall be required to become a Guarantor or Loan Party hereunder.

7. GUARANTY

7.1 **Guaranty**. The Guarantors hereby jointly and severally guarantee to Lender and its successors and assigns the payment in full of the principal of and interest (including any interest, fees, costs or charges that would accrue but for the provisions of the Title 11 of the United States Code after any bankruptcy or insolvency petition under Title 11 of the United States Code) on the Loans made by Lender to the Borrower, and all other Obligations from time to time owing to Lender by any Loan Party under any Loan Document in each case strictly in accordance with the terms thereof (such obligations being herein collectively called the "Guaranteed Obligations"). This Guaranty is one of collection and not of payment. The liability of the Guarantor hereunder shall only arise after the Lender has reduced its claim against the Borrower to a final, unappealable judgment and execution on such judgment has been returned wholly or partially unsatisfied.

7.2 **Unconditional Obligations**. Except as set forth herein, the obligations of the Guarantors under Section 7.1 are absolute, irrevocable and unconditional. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder:

(a) at any time or from time to time, without notice to the Guarantors, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement, the Loan Documents, or any other agreement or instrument referred to herein or therein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Loan Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(d) any Lien or security interest granted to, or in favor of Lender as security for any of the Guaranteed Obligations shall fail to be perfected; or

(e) the release of any other Guarantor.

This Guaranty shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and the successors and assigns thereof, and shall

inure to the benefit of Lender and its successors and assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding.

7.3 **Reinstatement**. The obligations of the Guarantors under this Section 7 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower or any other Loan Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

7.4 **Subrogation; Subordination**. Each Guarantor hereby agrees that until the payment and satisfaction in full in cash of all Guaranteed Obligations and the expiration and termination of the Commitments under this Agreement, it shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guaranty in Section 7.1, whether by subrogation or otherwise, against the Borrower, any other Loan Party, or other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations. Any Indebtedness of any Loan Party to another Loan Party permitted pursuant to Section 6.1 shall be subordinated to such Loan Party's Obligations.

7.5 **Remedies**. The Guarantors jointly and severally agree that, subject to the terms of the DIP Orders, as between the Guarantors and Lender, the obligations of Borrower under this Agreement and the Loan Documents, if any, may be declared to be forthwith due and payable as provided in Section 8 (and shall be deemed to have become automatically due and payable in the circumstances provided in said Section 8) for purposes of Section 7.1, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against Borrower and any other Loan Parties and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 7.1.

7.6 **Continuing Guaranty**. The guaranty in this Section 7 is a continuing guarantee of payment, and shall apply to all Guaranteed Obligations whenever arising.

7.7 **General Limitation on Guaranty Obligations**. In any action or proceeding involving any state corporate limited partnership or limited liability company law, or any applicable state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under Section 7.1 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 7.1, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Guarantor, any Loan Party or any other person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

7.8 **Release of Guarantors**. If, in compliance with the terms and provisions of the Loan Documents, all or substantially all of the Equity Interests of any Guarantor owned by a Loan Party or property of any Guarantor are sold or otherwise transferred (a "Transferred Guarantor") to a person or persons, none of which is a Borrower, a Loan Party, a Subsidiary or an Affiliate of

a Loan Party, such Transferred Guarantor shall, upon the consummation of such sale or transfer, be automatically released from its obligations under this Agreement and its obligations to pledge and grant any Collateral owned by it pursuant to any Security Document and, in the case of a sale of all or substantially all of the Equity Interests of the Transferred Guarantor owned by a Loan Party (to a Person other than Borrower, a Loan Party, a Subsidiary or an Affiliate of a Loan Party), the pledge of such Equity Interests to Lender pursuant to this Agreement and the other Loan Documents, as applicable, shall be automatically released, and Lender shall, upon receipt of a certificate of an Authorized Person stating that all conditions precedent to such release have been satisfied and that such transaction is permitted hereunder (upon which certificate Lender shall conclusively rely and shall be fully protected in relying upon), take such actions (without representation, warranty or recourse), as are reasonably requested by the Borrower or such Guarantor to effect each release described in this Section 7.8 (including executing such documents as prepared by the Borrower or such Guarantor to effect such release).

7.9 **Right of Contribution**. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Sections 7.4 and 7.7. The provisions of this Section 7.9 shall in no respect limit the obligations and liabilities of any Guarantor to Lender, and each Guarantor shall remain liable to Lender for the full amount guaranteed by such Guarantor hereunder.

8. EVENTS OF DEFAULT

8.1 **Event of Default**. Any one or more of the following events shall constitute an event of default upon giving any applicable notice (if required) and the expiration of the applicable cure period (if any) (each, an "Event of Default") under this Agreement:

(a) (i) any Loan Party shall fail to pay any principal of the Loans when due; or (ii) any Loan Party shall fail to pay any interest, Fees, Lender Expenses, or any other Obligations (other than principal) payable under this Agreement or any other Loan Document within three (3) Business Days after the date on which such amount becomes due and payable;

(b) any Loan Party shall fail to comply with its obligations under (i) Sections 5.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, 6, 7, and/or 9, or (ii) Sections 5.2(a), 5.2(b), 5.2(c) and/or 5.15, and in the case of this clause (ii), such failure or breach shall continue for five (5) days after the earlier to occur of (x) the date on which such failure to comply or breach is known to any officer (including any chief restructuring officer or independent director) of such Loan Party and (y) the date on which Lender shall have notified in writing such Loan Party or its applicable representative of such failure;

(c) other than as set forth in any other subsection of this Section 8.1, any Loan Party shall directly or indirectly materially breach or otherwise fail to perform, or otherwise cause such material breach or failure to perform, any of its covenants or obligations contained in any Loan Document, which failure or breach shall continue for thirty (30) days (or such longer period as the Lender may agree in writing) after the earlier to occur of (i) the date on which such failure

to comply is known to any officer (including any chief restructuring officer or independent director) of such Loan Party, and (ii) the date on which Lender shall have notified such Loan Party or its applicable representative in writing of such failure; provided, however, that such thirty (30) day grace period shall not apply in the case of any failure that is not capable of being cured at all or within such thirty (30) day period;

(d) any representation or warranty made, or deemed made, by any Loan Party in this Agreement, any other Loan Document, or in any agreement, certificate, instrument, financial statement, or other statement delivered to Lender pursuant to or in connection with this Agreement or the other Loan Documents shall prove to have been incorrect in any material respect when made or deemed made;

(e) an Acceptable Stalking Horse Purchase Agreement is cancelled or terminated, or is amended, modified, or supplemented in any manner that is material or adverse to Lender, in each case without Lender's consent, which shall not be unreasonably withheld, conditioned or delayed;

(f) except upon Lender's prior written request or with Lender's express prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed; and no such consent shall be implied from any other action, inaction, or acquiescence of Lender), any Loan Party shall directly or indirectly file, or cause to be filed, or otherwise consent to a motion with the Bankruptcy Court or any other court of competent jurisdiction seeking an order (or such order is otherwise entered), that by its terms modifies, reverses, revokes, stays, rescinds, vacates, or amends the DIP Orders (or any material provision thereof), this Agreement, any other Loan Documents, or the relief or transactions otherwise contemplated in the foregoing Loan Documents (or, in each case, purports to effect any of the foregoing);

(g) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred (if any), would reasonably be expected to result in a Material Adverse Change;

(h) after the Borrower elects to fund the Post-Sale Escrow pursuant to Section 2.3(d)(i)(I)(A), any Loan Party withdraws the Lender's Plan Sponsor Alternative or communicates to the Lender in writing that it will no longer pursue the Plan Sponsor Alternative;

(i) without the prior written consent of Lender, (i) any Loan Party shall (A) directly or indirectly file (or cause to be filed) or otherwise consent to, or the Bankruptcy Court shall otherwise order, grant, confirm, or approve (including any approval on an interim or conditional basis), as applicable, (1) other than pursuant to an Acceptable Stalking Horse Purchase Agreement (or a purchase agreement that is not an Acceptable Stalking Horse Purchase Agreement provided that such purchase agreement would generate cash proceeds sufficient for the Payment in Full of the Obligations (pursuant to a signed commitment to lend acceptable to the Lender from a recognized lender or another source of funding acceptable to the Lender) upon the closing date of such sale), any motion seeking approval of a sale of all, substantially all, or a material portion of a Loan Party's assets (including any amendment, modification or supplement to such sale) that is not an Acceptable Sale, or (2) any chapter 11 plan or related disclosure statement (including any amendment, modification or supplement to such plan or disclosure statement), that is not an

Acceptable Plan, or (B) have sold or otherwise disposed of all or a material portion of the applicable Collateral; or (ii) any agreement in respect of an Acceptable Sale that is filed in the Chapter 11 Case or otherwise entered into by any Loan Party is revoked, withdrawn, or terminated;

(j) except with respect to the Carve Out, any Loan Party shall directly or indirectly file (or cause to be filed) any motion or application, or the Bankruptcy Court allows or approves the motion or application of any other Person (which order is not stayed, vacated or withdrawn five (5) calendar days from entry thereof), which seeks approval for or allowance of any claim, lien, security interest ranking equal or senior in priority to the claims, liens, and security interests granted to Lender under the DIP Orders, or with respect to the Collateral or any such equal or senior claim, lien, or security interest shall be established in any manner, except, in any case, as expressly permitted under the DIP Orders;

(k) one or more final non-appealable judgments (and the same shall have not been vacated, discharged, dismissed, stayed or bonded within forty five (45) consecutive calendar days) or orders for the payment of money exceeding one million Dollars ($1,000,000) in the aggregate (in each case to the extent not paid or covered by insurance or indemnities as to which the insurer or indemnifying party has been notified of such judgment or order and the applicable insurance company or indemnifying party has not denied coverage thereof) shall be rendered against any Loan Party or its assets, shall be subject to immediate collection and remain unsatisfied and shall result in a judgment lien or claim having priority over or ranking in parity with the Lender's Liens or claims or rights (subject to only the Carve Out) under the Loan Documents;

(l) any damage to, or loss, theft or destruction of, any Collateral having a value in excess of Five Hundred Thousand Dollars ($500,000) in the aggregate, to the extent not covered by insurance, so long as the insurance company has been notified of the occurrence of such event and has not denied coverage thereof and the claim has been settled within seventy-five (75) days (or such longer time as Lender may agree) of the occurrence of such event;

(m) the occurrence of any default or event of default (including the occurrence of a DIP Termination Event) under the DIP Orders and the continuance thereof after any applicable grace or cure period provided in the DIP Orders, if any, or granted by order of the Bankruptcy Court;

(n) the payment of or grant of adequate protection other than in accordance with the DIP Orders without Lender's consent or Bankruptcy Court approval;

(o) the entry of an order appointing a receiver, trustee, responsible officer, or an examiner having expanded powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code) under section 1104 of the Bankruptcy Code (other than a fee examiner) in the Chapter 11 Case, or the Bankruptcy Court or other court shall have entered an order providing for such appointment, in each case without the prior written consent of Lender in its sole discretion;

(p) the entry of an order in the Chapter 11 Case which provides relief from the automatic stay otherwise imposed pursuant to section 362 of the Bankruptcy Code, which order permits any creditor, party in interest or Person, other than Lender (other than any creditor, party in interest, or Person having a Lien on specific equipment that is senior to Lender), to realize upon,

or to exercise any right or remedy with respect to, any of the Collateral with a value, individually or in the aggregate, in excess of one million Dollars ($1,000,000);

(q) the entry of any order or granting of relief (i) surcharging any of the Collateral under the Bankruptcy Code (including sections 105 or 506(c)) or other applicable law, applying the "equities of the case" doctrine against Lender or the Collateral, or requiring marshaling of any Collateral; (ii) allowing any lien or administrative-expense claim having priority over or ranking in parity with Lender's Liens, claims or rights (subject to only the Carve Out as provided herein and in the other Loan Documents); or (iii) otherwise materially adversely impacting Lender's Liens, claims, or priority in the Collateral; *provided* that the entry of any order by the Bankruptcy Court allowing section 503(b)(9) claims, reclamation claims, or adequate protection claims of prepetition creditors shall not constitute an Event of Default;

(r) the conversion of any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or the dismissal of any Chapter 11 Case or any subsequent case under chapter 7 of the Bankruptcy Code, either voluntarily or involuntarily, and the Obligations are not Paid in Full at the time of such conversion or dismissal;

(s) the DIP Orders, or any material provision thereof, (i) cease to be in full force and effect from and after the date of entry thereof by the Bankruptcy Court or (ii) are modified, reversed, revoked, remanded, stayed, superseded, rescinded, vacated, or amended on appeal or by the Bankruptcy Court without the prior written consent of Lender (which consent shall not be unreasonably withheld, conditioned, or delayed, and no such consent shall be implied from any other authorization or acquiescence by Lender);

(t) any Loan Party directly or indirectly brings (or causes to be commenced or otherwise consents to) any action, or otherwise supports such action, to (i) challenge the rights and remedies of Lender under this Agreement or any other Loan Document in the Chapter 11 Case, or acts in a manner inconsistent with the Loan Documents, or (ii) avoid, recover, or disgorge any amounts received in respect of the Obligations; provided that any direct action by a Loan Party challenging whether a DIP Termination Event has occurred or is continuing, to enforce the express terms of the Loan Documents or the DIP Orders, and taken in good faith to preserve estate value or comply with its fiduciary duties shall not constitute an Event of Default;

(u) any Loan Party shall directly or indirectly seek, or the Bankruptcy Court shall enter, an order authorizing any Loan Party to obtain financing of any kind from a Person other than Lender pursuant to section 364 of the Bankruptcy Code or otherwise, unless (i) Lender consents in writing to such financing, or (ii) the Obligations (to the extent they remain outstanding) are Paid in Full upon the closing or initial funding under such financing;

(v) any Loan Party shall make any material payments in respect of prepetition obligations other than (i) agreed to by Lender in writing before such payment is made or (ii) as permitted (A) by the DIP Orders, (B) by any "first day" or "second day" orders acceptable to Lender (and Lender acknowledges that all orders entered by the Bankruptcy Court as of the Effective Date are acceptable to it), (C) by any other order of the Bankruptcy Court acceptable to Lender, or (D) under this Agreement or any other Loan Documents in accordance with the Approved Budget (subject to Permitted Variances);

(w) the entry of an order by the Bankruptcy Court terminating, shortening, or modifying the exclusive right of any Debtor to file or solicit a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code, without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned, or delayed;

(x) any Loan Party shall directly or indirectly seek, consent to, or support any other Person's motion, application, proceeding or other action to, in whole or in part, (i) disallow, subordinate, impair, alter, or otherwise compromise the Obligations, (ii) challenge the validity, enforceability, or extent of Lender's Liens, claims, or other rights or remedies, or (iii) contest any provision or the validity or enforceability of this Agreement, any Loan Document;

(y) the consent, or failure to object by, of any of the Loan Parties to the standing of any party in interest or other Person, including the Committee, to pursue any claim or Cause of Action against any of the Released Parties, or other action, proceeding, or relief that could adversely affect Lender or its respective Liens, claims, or rights under the Loan Documents (collectively, an "Adverse Action");

(z) the delivery of a written communication by any Loan Party threatening the commencement of an Adverse Action, or the commencement of an Adverse Action by the Debtor or any other Loan Party;

(aa) any Loan Party or any of its Subsidiaries, Affiliates, or insiders shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against Lender;

(bb) a Loan Party shall fail to execute and deliver to Lender any agreement, financing statement, Intellectual Property Security Agreement, notices of lien or similar instruments, or other documents that Lender may reasonably request from time to time (including pursuant to Section 5.13) to more fully evidence, confirm, validate, perfect, preserve and enforce Liens created in favor of Lender, subject to the time periods and terms set forth in the applicable Loan Documents;

(cc) the occurrence of a Material Adverse Change;

(dd) the occurrence of a Change of Control;

(ee) [reserved];

(ff) any Loan Party files a motion seeking to settle a controversy or claim that could be reasonably expected to have a material or adverse effect on the Borrower's ability to provide for the Payment in Full of the Obligations without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned, or delayed; and

(gg) any Net Operating Variance solely with respect to net operating cash flow that exceeds fifteen percent (15%), as reported in a Variance Report delivered pursuant to Section 5.2(c).

8.2 **Rights and Remedies**.

Subject to the terms of the Final Order (including, as applicable, Borrower's rights with respect to the Remedies Notice and the Remedies Notice Period), upon the occurrence and during the continuance of an Event of Default, and notwithstanding section 362 of the Bankruptcy Code and without further order of the Bankruptcy Court or any other court of competent jurisdiction or the initiation of any further proceeding with the Loan Parties, in addition to taking any other action or exercising any other rights or remedies (including, without limitation, with respect to the Liens in favor of Lender) provided for hereunder or under any Loan Document (including the DIP Orders) or by the UCC or any other applicable law, Lender may do any one or more of the following:

(i) declare the Obligations, whether evidenced by this Agreement or by any Loan Document, are due and payable, and the Commitments are terminated, whereupon the Obligations shall become and be immediately due and payable, without presentment, demand, protest, further notice, or other requirements of any kind, all of which are hereby expressly waived by the Loan Parties;

(ii) terminate, restrict, or reduce Borrower's ability to use Cash Collateral as provided by the DIP Orders, as applicable;

(iii) charge interest at the Default Rate;

(iv) obtain and liquidate the Collateral, it being understood and agreed that (1) if notice of disposition of the Collateral is required by law, ten (10) days prior written notice by Lender to the Loan Parties designating the time and place of any public sale or the time after which any private sale or other intended disposition of the Collateral is to be made, shall be deemed to be reasonable notice thereof and shall constitute "authenticated notice of disposition" within the meaning of section 9-611 of the UCC, and the Loan Parties hereby waive any other notice, (2) Lender may bid for and purchase the Collateral at any public sale and (3) Lender may bid and purchase any Collateral at a private sale if the Collateral in question has a readily ascertainable market value;

(v) exercise all voting and consensual rights and powers on account of any pledged securities;

(vi) require the Loan Parties to assemble all of the Collateral constituting personal property without judicial process pursuant to section 9-609 of the UCC;

(vii) take possession of all Collateral constituting tangible personal property without judicial process pursuant to section 9-609 of the UCC; and

(viii) exercise any of its other rights and remedies under the Loan Documents, any rights granted under the DIP Orders, and applicable law.

8.3 **Application of Proceeds upon Event of Default**. Lender shall apply the cash proceeds actually received from any foreclosure sale, other disposition of the Collateral upon an Event of Default as follows: (a) first, to fund the Carve Out (to the extent not fully funded by the

Loan Parties at such time) in accordance with this Agreement and the DIP Orders; (b) second, to the Lender Expenses consisting of documented out-of-pocket attorneys' fees and all documented expenses (including, but not limited to, court costs, advertising expenses, auctioneer's fees, premiums for any required bonds, auditor's fees, amounts advanced for Taxes, and other expenses) incurred by Lender in attempting to enforce this Agreement or in the prosecution or defense of any action or proceeding related to the subject matter of this Agreement; (c) third, to the discharge of any accrued but unpaid Fees; (d) fourth, to the discharge of any accrued but unpaid interest on the Obligations; (e) fifth, to the outstanding principal balance of any Obligations; and (f) sixth, to pay any remaining surplus to the Loan Parties.

8.4 **Remedies Cumulative**. The rights and remedies of Lender under this Agreement, the Loan Documents, and all other agreements shall be cumulative. Lender shall have all rights and remedies not inconsistent herewith or with the Final Order, as provided under the UCC, by law, or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

9. COLLATERAL SECURITY

9.1 **Grant of Security Interest in the Collateral; Superpriority Claims**.

(a) In accordance with the DIP Orders, to secure the payment and performance of the Obligations, each Loan Party has (i) granted, collaterally pledged, and assigned to Lender the liens set forth in the DIP Orders, including a fully perfected first-priority senior lien on and security interest in all of each Loan Party's right, title and interest in and to the Collateral (subject to only the Carve Out) and the proceeds thereof, and (ii) granted to Lender Superpriority Claims in the Chapter 11 Case for the repayment of the Obligations.

(b) In the event any of the Collateral is transferred to any Loan Party, such transfer shall be subject in all respects to Lender's Liens.

(c) Nothing herein shall be construed to impair the ability of Lender to object on any grounds to the fees, expenses, reimbursement, or compensation described in the definition of the term Carve Out in the DIP Orders.

9.2 **Representations and Warranties in Connection with Security Interest**. Each Loan Party represents and warrants to Lender as follows, that, subject to the entry of the applicable DIP Orders:

(a) the Loan Parties have full right and power to grant to Lender a perfected, priming security interest and Lien, in accordance with the Required Lien Priority, on Loan Parties' respective interests in the Collateral pursuant to this Agreement and the other Loan Documents;

(b) upon the execution and delivery of this Agreement, Lender will have valid and automatically perfected Liens and security interests in the Collateral granted by the Debtor, in accordance with the Required Lien Priority, subject to no transfer or other restrictions or Liens of any kind in favor of any other Person, other than restrictions or Liens expressly permitted by Section 6.2; provided that, notwithstanding the automatic perfection and priority of Lender's Liens

under the DIP Orders, as applicable, Lender may, in its sole discretion, file any financing statements and other appropriate filings or recordations and/or delivery of any necessary certificates, as applicable, in respect of the Collateral and the Liens granted hereunder (including, without limitation, as contemplated in Section 9.6);

(c) as of the Effective Date, no financing statement, mortgage or any other evidence of lien relating to any of the Collateral granted by the Debtor is on file in any public office except those on behalf of Lender, other than the filings in respect of Liens expressly permitted by Section 6.2; and

(d) as of the Effective Date, such Loan Party is not party or otherwise subject to any agreement, document or instrument that conflicts with this Section 9.2.

9.3 **Superpriority Nature of Obligations and Liens**. The Liens and Superpriority Claims referred to in Section 9.1 shall have the priority afforded to such Liens and Superpriority Claims in the applicable DIP Orders.

9.4 **Power of Attorney**. Lender is hereby irrevocably made, constituted and appointed the true and lawful attorney for each Loan Party (without requiring Lender to act as such) with full power of substitution to, do the following (which appointment is irrevocable and coupled with an interest): subject to the DIP Orders, as applicable, and subject to the occurrence and the continuance of an Event of Default and upon the Lender's written notice to the Borrower, (a) execute in the name of such Person any financing statements, schedules, assignments, instruments, documents, and statements that it is or they or are obligated to give Lender under any of the Loan Documents; (b) do such other and further lawful acts and deeds in the name of such Person that Lender may deem necessary or desirable to perfect Lender's security interest or lien in any Collateral or (c) after the occurrence of an Event of Default which is continuing, (i) enforce an Account, (ii) exercise any voting or consensual rights with respect to the pledged securities, (iii) settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral, (iv) notify, or to require any Loan Party to notify, account debtors to make payment directly to Lender, (v) make, settle and adjust claims in respect of Collateral under policies of insurance, indorsing the name of such Loan Party on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto; provided that, nothing herein contained shall be construed as requiring or obligating Lender to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by Lender, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, or (vi) commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral. Notwithstanding the foregoing, the foregoing power of attorney is a right and not an obligation of Lender and neither Lender nor its officers, directors, employees, or agents shall be responsible to any Loan Party for failure to exercise any of the foregoing rights.

9.5 **Lender's Ability to Perform Obligations on Behalf of Loan Parties with Respect to the Collateral**. Lender shall have the right, but not the obligation, to perform on Loan Parties' behalf, any or all of Loan Parties' obligations under this Agreement with respect to the

Collateral, when such obligations are due, at the expense, for the account, and at the sole risk of such Loan Party.

9.6 **Filing of Financing Statements**. Each Loan Party irrevocably authorizes Lender without notice to such Loan Party to prepare and file financing statements provided for by the UCC, including, without limitation, describing such property as "all assets, whether now owned or hereafter acquired, developed or created" or words of similar effect, to perfect Lender's security interest in the Collateral, in all jurisdictions in which Lender believes in its sole opinion that such filing is appropriate. Each Loan Party also irrevocably authorizes Lender to file such continuation statements and amendments and to take such other action as may be required or appropriate, in either case in Lender's sole judgment, in order to perfect and to continue the perfection of Lender's security interests in the Collateral, unless prohibited by law.

9.7 **No Discharge; Survival of Claims**. Pursuant to section 1141(d)(4) of the Bankruptcy Code, each Loan Party hereby waives any discharge of the Obligations with respect to any chapter 11 plan that is not an Acceptable Plan.

10. WAIVERS; INDEMNIFICATION

10.1 **Demand; Protest**. To the extent permitted by applicable law or as expressly required pursuant to the terms of this Agreement, each Loan Party hereby waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by Lender on which such Loan Party may in any way be liable.

10.2 **Lender's Liability for Collateral**. Lender shall not in any way or manner be liable or responsible for: (a) the safekeeping of the Collateral, (b) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (c) any diminution in the value thereof, or (d) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person. All risk of loss, damage, or destruction of the Collateral shall be borne by the Loan Parties, except any thereof resulting from the gross negligence, actual fraud, or willful misconduct of Lender or its representatives or agents as finally determined by the Bankruptcy Court or other court of competent jurisdiction.

10.3 **Indemnification**. Each Loan Party shall pay, indemnify, defend, and hold any Lender Related Person (each, an "Indemnified Person") harmless (to the fullest extent permitted by law) for any losses, claims, damages, liabilities, expenses, penalties, fines, actions, judgement, and disbursements of any kind or nature whatsoever (including reasonable and documented out-of-pocket fees and disbursements of attorneys, experts, consultants, and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought)), at any time asserted against imposed upon, or incurred by any of them (a) in connection with, as a result of, or related to the execution and delivery, enforcement, performance, or administration (including any restructuring or workout with respect hereto) of this Agreement, any of the Loan Documents, or the transactions contemplated hereby or thereby or the monitoring of any Loan Party's compliance with the terms of the Loan Documents; (b) with respect to any investigation,

litigation, or proceeding related to this Agreement, any Loan Document, or the use of the proceeds of the credit provided hereunder (irrespective of whether any Indemnified Person is a party thereto), or any act, omission, event, or circumstance in any manner related thereto; and (c) in connection with or arising out of any presence or release of Hazardous Materials at, on, under, to or from any Collateral or any Environmental Actions, Environmental Liabilities, or Remedial Actions related in any way to any Collateral (each and all of the foregoing, the "Indemnified Liabilities"); provided, that, the Borrower shall not have any obligation hereunder to any Indemnified Person with respect to Indemnified Liabilities to the extent such Indemnified Liabilities have resulted from (i) the material breach of any obligation of an Indemnified Person or Lender Related Persons under the Loan Documents, (ii) the gross negligence, bad faith, or willful misconduct of such Indemnified Person or Lender Related Persons as determined by a court of competent jurisdiction in a final non-appealable decision (or settlement tantamount thereto); (iii) disputes solely among Indemnified Persons or Lender Related Persons and not arising from any act or omission by the Borrower or any of its Subsidiaries; or (iv) any settlement of any proceeding effected without the Borrower's consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with the Borrower's written consent or if there is a judgment by a court of competent jurisdiction in any such proceeding, the Borrower shall indemnify and hold harmless each Indemnitee from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the other provisions of this Section 10.3. This provision shall survive the termination of this Agreement and the repayment of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which any Loan Party was required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by such Loan Party with respect thereto. **WITHOUT LIMITATION OF THE FOREGOING, THE INDEMNITY ABOVE SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION OF SUCH INDEMNIFIED PERSON EXCEPT FOR ANY ACT OR OMISSION THAT CONSTITUTES ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON.**

11. NOTICES

All notices or demands relating to this Agreement or any Loan Document shall be in writing and shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or electronic mail (at such email addresses as a party may designate in accordance herewith). In the case of notices or demands to any party hereunder or any service of process to any party hereunder, they shall be sent to the respective addresses set forth below:

If to the Borrower or any other Loan Party:

Sangamo Therapeutics, Inc.
501 Canal Boulevard, Suite A100
Richmond, CA 94804
Attention: Scott Willoughby and Nikunj Jain

E-mail: SWilloughby@sangamo.com and NJain@sangamo.com

with a copy to (which shall not constitute notice):

Cooley LLP
55 Hudson Yards
New York, NY 10001
Attn: Cullen D. Speckhart
Robert L. Eisenbach III
Miriam Peguero Medrano
E-mail: cspeckhart@cooley.com
reisenbach@cooley.com
mpegueromedrano@cooley.com

If to Lender:

Future Solution Investments LLC
970 W. Broadway, Suite E #464
Jackson, WY 83001
Attn: Michael F. Solomon
E-mail: michael@futuresolutioninvestments.com

with a copy to (which shall not constitute notice):

KTBS Law LLP
1801 Century Park East, 26th Floor,
Los Angeles, CA 90067
Attn: Nir Maoz and N. Tanner Frei
E-mail: nmaoz@ktbslaw.com
tfrei@ktbslaw.com

and

Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801
Attn: Robert F. Poppiti, Jr.
E-mail: rpoppiti@ycst.com

Any party hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other party. All notices or demands sent in accordance with this Section 11, shall be deemed received on the earlier of the date of actual receipt or five (5) Business Days after the deposit thereof certified, return receipt requested in the mail; provided, that (a) notices sent by overnight courier service shall be deemed to have been given when received, and (b) notices by electronic mail shall be deemed received when sent upon confirmation of transmission as evidenced by a delivery receipt or similar electronic mail function.

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER

(a) THE VALIDITY OF THIS AGREEMENT AND THE LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN THE LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE BANKRUPTCY COURT. LOAN PARTIES AND LENDER HEREBY WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF *FORUM NON CONVENIENS* OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12(b); PROVIDED, FURTHER, HOWEVER, THAT ALL PARTIES HEREBY AGREE THAT THEY HAVE CONSENTED TO THE JURISDICTION OF THE BANKRUPTCY COURT AND THAT THE BANKRUPTCY COURT WILL RETAIN EXCLUSIVE JURISDICTION WITH RESPECT TO ALL DISPUTES SO LONG AS THE CHAPTER 11 CASES REMAIN PENDING.

(c) **LOAN PARTIES AND LENDER HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. LOAN PARTIES AND LENDER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE LOAN DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. LOAN PARTIES AND LENDER EACH WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.**

13. AMENDMENTS; WAIVERS; SUCCESSORS

13.1 **Amendments and Waivers**. No amendment, waiver, or other modification of any provision of this Agreement or any Loan Document, and no consent with respect to any departure therefrom, shall be effective unless the same shall be in writing and signed by Lender and Loan Parties that are party thereto and then any such waiver or consent shall be effective, but only in the specific instance and for the specific purpose for which given.

13.2 **No Waivers; Cumulative Remedies**. No failure by Lender to exercise any right, remedy, or option under this Agreement or any Loan Document, or delay by Lender in exercising the same, will operate as a waiver thereof. No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Lender on any occasion shall affect or diminish Lender's rights thereafter to require strict performance by any Loan Party of any provision of this Agreement. Lender's rights under this Agreement and the Loan Documents will be cumulative and not exclusive of any other right or remedy that Lender may have.

13.3 **Successors**. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto; provided, that (x) no Loan Party may assign this Agreement or any rights or duties hereunder without Lender's prior written consent (in its sole discretion) and such consent shall not, unless otherwise provided in such consent, release such Loan Party from its Obligations and (y) the Lender may not assign this Agreement or any rights or duties hereunder without the Borrower's prior written consent (not to be unreasonably withheld, delayed or conditioned); provided, that the prior written consent of the Borrower shall not be required if (i) an Event of Default has occurred and is continuing or (ii) the assignment is to an Affiliate of the Lender. Any assignment by such Loan Party not expressly permitted hereunder shall be void *ab initio*.

14. GENERAL PROVISIONS

14.1 **Effectiveness**. This Agreement shall be binding and deemed effective when executed by or on behalf of Loan Parties and Lender.

14.2 **Section Headings**. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

14.3 **Interpretation**. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against Lender or Loan Parties, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

14.4 **Severability of Provisions**. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

14.5 **Debtor-Creditor Relationship**. The relationship between Lender, on the one hand, and Loan Parties, on the other hand, is solely that of creditor and debtor, respectively. Lender has no (and shall not be deemed to have) fiduciary relationship or duty to Loan Parties arising out of or in connection with the Chapter 11 Case, the Loan Documents, or the transactions contemplated thereby, and there is no agency or joint venture relationship between Lender, on the one hand, and Loan Parties, on the other hand, by virtue of any Loan Document or any transaction contemplated therein.

14.6 **Counterparts; Electronic Execution**. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when

executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

14.7 **Revival and Reinstatement of Obligations**. If the incurrence or payment of the Obligations by the Loan Parties or the transfer to Lender of any property should for any reason subsequently be asserted, or declared, to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (each, a "Voidable Transfer"), and if Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that Lender is required or elects to repay or restore, and as to all reasonable, documented, and actual out-of-pocket costs, expenses, and attorneys' fees of Lender related thereto, the liability of the Loan Parties automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

14.8 **Integration**. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties hereto with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

15. JOINT AND SEVERAL OBLIGATIONS

IN ADDITION TO, AND WITHOUT LIMITING ANY TERM OR PROVISION OF, THIS AGREEMENT, ALL OBLIGATIONS HEREUNDER AND UNDER THE LOAN DOCUMENTS OF EACH LOAN PARTY ARE JOINT AND SEVERAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE OBLIGATIONS OF EACH LOAN PARTY SHALL NOT BE AFFECTED BY (A) THE FAILURE OF LENDER TO ASSERT ANY CLAIM OR DEMAND OR TO ENFORCE OR EXERCISE ANY RIGHT OR REMEDY AGAINST ANY OTHER LOAN PARTY UNDER THE PROVISIONS OF THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR OTHERWISE, (B) ANY RESCISSION, WAIVER, AMENDMENT OR MODIFICATION OF, OR ANY RELEASE FROM ANY OF THE TERMS OR PROVISIONS OF, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR (C) THE FAILURE TO PERFECT ANY SECURITY INTEREST IN, OR THE RELEASE OF, ANY OF THE COLLATERAL OR OTHER SECURITY HELD BY LENDER. NOTWITHSTANDING THE FOREGOING, THE JOINT AND SEVERAL NATURE OF THE OBLIGATIONS SET FORTH IN THIS SECTION 15 IS SOLELY FOR THE PURPOSE OF ALLOCATING LIABILITY FOR THE GUARANTEED OBLIGATIONS AMONG THE GUARANTORS AS AMONG THEMSELVES ONCE SUCH LIABILITY HAS ARISEN IN ACCORDANCE WITH SECTION 7.1, AND NOTHING IN THIS SECTION 15 SHALL BE CONSTRUED TO ALTER, WAIVE, OR OVERRIDE THE COLLECTION-

GUARANTY NATURE OF THE GUARANTY SET FORTH IN SECTION 7.1 OR THE CONDITION PRECEDENT TO THE GUARANTORS' LIABILITY THEREUNDER, INCLUDING THE REQUIREMENT THAT LENDER FIRST REDUCE ITS CLAIM AGAINST THE BORROWER TO A FINAL, UNAPPEALABLE JUDGMENT AND HAVE EXECUTION ON SUCH JUDGMENT RETURNED WHOLLY OR PARTIALLY UNSATISFIED.

16. ADDITIONAL LOAN PARTIES

In the event a Borrower or other Loan Party is added to this Agreement, all references herein to Borrower shall also apply to any additional Borrower or Loan Party, including, without limitation and to the extent applicable, the granting of a security interest in the Collateral and all representations, warranties, covenants and other obligations of Borrower or Loan Parties (or any of them) hereunder.

17. TREATMENT OF CERTAIN INFORMATION

Lender agrees to comply with any existing confidentiality agreement between Lender and Loan Parties as of the date of this Agreement and agrees to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of the same nature, all Information (as defined below); provided, however, that nothing herein shall limit the disclosure of any such Information (a) to any Lender Related Person as need to know such Information, (b) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, or requested by any bank regulatory authority, (c) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (d) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Agreement, (ii) becomes available to Lender on a confidential basis from a source other than any Loan Party or any of its Subsidiaries, so long as such source is not known by Lender to be bound by obligations of confidentiality with respect to such Information, or (iii) was available to Lender on a non-confidential basis prior its disclosure to Lender by any Loan Party or any of its Subsidiaries, or any of their advisors, and (e) to the extent that any Loan Party shall have consented to such disclosure in writing.

For purposes of this Section, "Information" means all information received from a Loan Party or any Subsidiary relating to any Loan Party or its Subsidiaries or any of their respective businesses, other than any such information that is available to Lender on a nonconfidential basis prior to disclosure by a Loan Party or a Subsidiary (provided that if such information is furnished by a source known to Lender to be subject to a confidentiality obligation, such source, to the knowledge of Lender, is not in violation of such obligation by such disclosure). Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

[*Signatures on Following Pages*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

BORROWER:

SANGAMO THERAPEUTICS, INC.

By: _____
Name: _____
Title: _____

LENDER:

FUTURE SOLUTION INVESTMENTS LLC

By: _____
Name:
Title:

Exhibit A

Form of Compliance Certificate

Date: [•] [•], 202[•]

This Compliance Certificate (this "Certificate") is given to Future Solution Investments LLC, a Wyoming limited liability company (together with its successors and assigns, "Lender"), by Sangamo Therapeutics, Inc., a Delaware corporation (the "Borrower"), for itself and on behalf of the other Loan Parties party to that certain Senior Secured, Super-Priority Debtor-In-Possession Loan, Guaranty, and Security Agreement dated as [__], 2026 (as the same has been amended, restated, amended and restated, supplemented, or otherwise modified from time to time through the date hereof, the "Loan Agreement"), by and among the Borrower, the other Loan Parties from time to time party thereto, and Lender. Capitalized terms used in this Certificate without definition shall have the same meanings herein as they have in the Loan Agreement. This Certificate constitutes a Loan Document.

The Borrower, for itself and on behalf of each Loan Party, hereby certifies that:

(a) the representations and warranties of each Loan Party contained in the Loan Agreement and in the other Loan Documents are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Certificate, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date).

(b) no Default or Event of Default shall have occurred and be continuing on the date of this Certificate, nor shall either result from the making of the Advance requested in connection with this Certificate;

(c) the DIP Orders remain in full force and effect on the date hereof and have not been, from the time of the entry of such order, modified or amended (unless otherwise approved by Lender), reversed, or stayed; and

(d) no injunction, writ, restraining order, or other order of any nature restricting or prohibiting, directly or indirectly, the Loans has been issued and remains in force by any Governmental Authority against any Loan Party.

[*Signature on following page*]

IN WITNESS WHEREOF, the Borrower has caused this Certificate to be executed as of the date first written above.

BORROWER:

SANGAMO THERAPEUTICS, INC.

By: _____
Name: _____
Title: _____

Exhibit B

Approved Budget

Exhibit C

Reporting Requirements

(a) **Financial Reports**. The Loan Parties shall furnish to Lender, which, subject to the following sentence, shall be in a form acceptable to Lender, as soon as available and in any event within thirty-five (35) days after the end of each calendar month or, in the case of the last calendar month of each fiscal quarter, forty-five (45) days after the end of such calendar month, unaudited consolidated financial statements for such calendar month or quarter, as applicable, of the Loan Parties consisting of a balance sheet, and related statements of income, all of which shall be certified on behalf of the Loan Parties by an Authorized Person as being in compliance with this paragraph (a). Delivery of the monthly operating reports required to be filed in the Chapter 11 Case as and when required thereunder shall satisfy the requirement of this paragraph (a) as to Borrower.

All financial statements shall be prepared, and shall be complete and correct in all material respects, and fairly presenting in all material respects the financial position and results of operations of the Loan Parties on a consolidated basis and may be subject to normal year-end adjustments.

(b) **Other Materials**. The Loan Parties shall furnish to Lender (A) as soon as available and in any event within five (5) Business Days after the preparation, receipt, or issuance thereof or request therefor by Lender, copies of any material reports and management control letters provided by the Loan Parties' independent accountants and (B) promptly upon written request thereof, such additional information, documents, statements, and other materials as Lender may reasonably request from time to time and which is reasonably capable of being obtained, produced, or generated by the Loan Parties; provided, that in no event shall the Loan Parties be required to provide any information, documents, statements, and other materials that is subject to attorney-client or other privilege or that consists of attorney work product.

(c) **Notices**. Each Loan Party for itself, promptly, and in any event within five (5) Business Days after such Loan Party or any Authorized Person thereof obtains knowledge thereof, shall notify Lender in writing of:

(i) other than in connection with the Chapter 11 Case, any pending or threatened (in writing) action, suit, proceeding, or investigation involving commencing after the Petition Date any Loan Party or any of its Subsidiaries, or any such Person's property to the extent the amount in controversy exceeds one million Dollars ($1,000,000) in the aggregate or any injunctive relief is sought;

(ii) other than in connection with the Chapter 11 Case, (A) the receipt of any notice or request from any Governmental Authority regarding any liability or claim incurred or commencing after the Petition Date equal to or exceeding one million Dollars ($1,000,000) in the aggregate or (B) any material action taken or threatened (in writing) to be taken by any Governmental Authority (or any notice of any of the foregoing);

(iii) any notice regarding termination by the lessor of any lease of material real property (other than any such termination resulting from the scheduled

expiration thereof, pursuant to the agreed upon terms in effect on the date of this Agreement) or of any senior officer, or the loss or termination (other than any such termination resulting from the scheduled expiration thereof, pursuant to the agreed upon terms in effect on the date of this Agreement) of any Material Contract to which any Loan Party or its assets are bound; and

(iv) the filing, recording, or assessment of any federal, state, local, or foreign tax Lien against any Collateral (other than real estate taxes and municipal charges related to Collateral consisting of real property).

(d) **Updates**. The Loan Parties shall furnish to Lender revisions to the schedules to any Loan Document to the extent necessary or appropriate (as determined by the Loan Parties in the good faith exercise of its business judgment); provided, that delivery or receipt thereof by Lender shall not constitute a waiver by Lender or a cure of any Default or Event of Default resulting therefrom.

(e) **Material Adverse Change**. Promptly upon any Loan Party or any Authorized Person of a Loan Party obtaining knowledge of any development or event pertaining to the Loan Parties (or any of them) that has resulted in, or would reasonably be expected to result in a Material Adverse Change with respect to which notice is not otherwise required to be given pursuant to this Exhibit C, a certificate signed by an Authorized Person of the Loan Parties setting forth the details of such development or event and stating what action the Loan Parties have taken or propose to take with respect thereto; provided, that in no event shall the Loan Parties be required to provide any detail or action-related decision that is subject to attorney-client or other privilege or that consists of attorney work product.

(f) **Management Letters**. Promptly after the receipt thereof by any Loan Party, copies of any management letters and any reports as to material inadequacies in accounting controls of the Loan Parties (including reports as to the absence of any such inadequacies) submitted to any Loan Party by its independent accountants in connection with any audit of any Loan Party made by such accountants.

Exhibit D

Form of Borrowing Notice

Future Solution Investments LLC and/or its designees or its assignees,
as DIP Lender (as defined in the Final Order referred to below)
970 W. Broadway, Suite E #464
Jackson, WY 83001
Attn: Michael F. Solomon
E-Mail: michael@futuresolutioninvestments.com

Ladies and Gentlemen:

The undersigned Sangamo Therapeutics, Inc. ("Borrower"), refers to (a) that certain *Final Order* (*A) Authorizing the Debtor to Obtain Replacement Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status (C) Modifying Automatic Stay, and (D) Granting Related Relief* [Docket No. __] (the "Final Order") and (b) the Senior Secured, Super-Priority Debtor-In-Possession Loan, Guaranty, and Security Agreement dated as of [__], 2026 (as the same has been amended, restated, amended and restated, supplemented, or otherwise modified from time to time through the date hereof, the "Loan Agreement") between the Loan Parties (as defined in the Loan Agreement) and Future Solution Investments LLC, a Wyoming limited liability company (together with its successors and assigns, "Lender"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement or, if not defined therein, the Final Order. This Borrowing Notice constitutes a Loan Document.

In accordance with the Final Order and the Loan Agreement, the undersigned hereby gives you notice of its request for an Advance in the amount of [•] Dollars ($[•]) to be funded on [•], 202[•] (the "Borrowing Date") by wire transfer of immediately available funds to the account of the Borrower set forth on Annex A hereto. The Borrower, for itself and on behalf of the other Loan Parties, acknowledges and agrees that the requested Advance shall be funded net of the unpaid fees and expenses Lender Expenses to the extent due pursuant to Section 2.4(c) and unpaid prior to the Borrowing Date (the "Netted Amounts" and the excess of the principal amount of the requested Advance and Netted Amounts, the "Net Proceeds"). For the avoidance of doubt, the funding of the Net Proceeds shall constitute the full funding of the requested Advance.

The Borrower, for itself and on behalf of the other Loan Parties, hereby represents and warrants to Lender that: (a) as of the date of this Borrowing Notice, the sum of the outstanding principal of the Loans under the Loan Agreement (after giving effect to the Advance requested pursuant to this Borrowing Notice) plus the amount requested in any outstanding but unfunded Borrowing Notice, does not violate Section 2.1 of the Loan Agreement or any other provision in the Loan Documents; and (b) the Loan Parties are in compliance with the conditions precedent set forth in Section 3 of the Loan Agreement, as applicable.

[*Signature Page Follows*]

BORROWER:

SANGAMO THERAPEUTICS, INC.

By: _____
Name: _____
Title: _____

Annex A

Wire Instructions and Verbal-Confirmation Contact

Wire Instructions	
Bank Name	[•]
Bank Address	[•]
Account Name	[•]
Account Number	[•]
ABA Number	[•]
Reference	

Verbal-Confirmation Contact	
Name	[•]
Work Telephone	[•]

Exhibit 2

Approved Budget

SGMO - Initial Budget

$ in 000's

Week Ending	**7/24**	**7/31**	**8/7**	**8/14**	**8/21**	**8/28**	**9/4**	**9/11**	**9/18**	**9/25**	**10/2**	**11-week Total**
Receipts	–	–	–	–	–	–	–	–	–	–	–	–
Operating Disbursements												
Payroll & Benefits	$998	$382	$1,142	$144	$847	$169	$1,066	$166	$552	$28	$1,156	$6,649
Rent & Facilities	$12	$11	$627	$11	$19	$19	$244	$11	$19	$19	$20	$1,012
Program Costs	$630	$616	$722	$187	$303	$294	$470	$158	$262	$346	$305	$4,293
International Operations	–	–	$250	–	–	–	$300	–	–	–	–	$550
Other Operating Disbursements	$123	$118	$142	$62	$81	$444	$143	$62	$81	$83	$272	$1,611
Total Operating Disbursements	$1,763	$1,126	$2,883	$405	$1,249	$926	$2,223	$398	$914	$475	$1,754	$14,115
Operating Cash Flow	**($1,763)**	**($1,126)**	**($2,883)**	**($405)**	**($1,249)**	**($926)**	**($2,223)**	**($398)**	**($914)**	**($475)**	**($1,754)**	**($14,115)**
Restructuring Disbursements												
Pro Fees	$840	$1,690	$860	$735	$735	$735	$810	$735	$735	$735	$810	$9,419
US Trustee Fees	–	$77	–	–	–	–	–	–	–	–	$185	$261
DIP Interest & Fees	–	$638	–	–	–	$135	–	–	–	$225	–	$998
Total Restructuring Disbursements	$840	$2,404	$860	$735	$735	$870	$810	$735	$735	$960	$995	$10,678
Net Cash Flow	**($2,602)**	**($3,530)**	**($3,742)**	**($1,140)**	**($1,984)**	**($1,796)**	**($3,033)**	**($1,133)**	**($1,649)**	**($1,435)**	**($2,748)**	**($24,793)**
Beginning Cash Balance	$8,245	$5,643	$9,613	$5,871	$4,731	$2,746	$7,951	$4,918	$3,785	$7,136	$5,700	$8,245
+/(-) Net Cash Flow	($2,602)	($3,530)	($3,742)	($1,140)	($1,984)	($1,796)	($3,033)	($1,133)	($1,649)	($1,435)	($2,748)	($24,793)
(+) Replacement DIP Draws	–	$18,000	–	–	–	$7,000	–	–	$5,000	–	–	$30,000
(-) Original DIP Repayment	–	($10,500)	–	–	–	–	–	–	–	–	–	($10,500)
Ending Cash Balance	**$5,643**	**$9,613**	**$5,871**	**$4,731**	**$2,746**	**$7,951**	**$4,918**	**$3,785**	**$7,136**	**$5,700**	**$2,952**	**$2,952**

DIP Roll-Forward												
Beginning balance	$10,500	$10,500	$18,000	$18,000	$18,000	$18,000	$25,000	$25,000	$25,000	$30,000	$30,000	$10,500
(+) Replacement DIP Draws	–	$18,000	–	–	–	$7,000	–	–	$5,000	–	–	$30,000
(-) Original DIP Repayment	–	($10,500)	–	–	–	–	–	–	–	–	–	($10,500)
Ending Balance	**$10,500**	**$18,000**	**$18,000**	**$18,000**	**$18,000**	**$25,000**	**$25,000**	**$25,000**	**$30,000**	**$30,000**	**$30,000**	**$30,000**
(+) Carve-out	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
(-) Ending Cash Balance	($5,643)	($9,613)	($5,871)	($4,731)	($2,746)	($7,951)	($4,918)	($3,785)	($7,136)	($5,700)	($2,952)	($2,952)
Adjusted Ending Balance	**$7,857**	**$11,387**	**$15,129**	**$16,269**	**$18,254**	**$20,049**	**$23,082**	**$24,215**	**$25,864**	**$27,300**	**$30,048**	**$30,048**

Notes:

- Cash flow budget excludes investment banker Business Combination and/or Restructuring Transaction Fee(s). Any such fee(s) would be payable upon the closing of the applicable transaction(s), and will depend on the timing, nature, and size of the applicable trans

- Carve-out reflects the maximum amount in the DIP Term Sheet.

- The cash flow forecast excludes other potential disbursements tied to transaction(s), including KEIP / KERP payouts and winddown budget.

- The Company is currently in discussions to sell certain core assets, which is expected to close during the budgeted period and generate net proceeds sufficient for repayment of the DIP financing loan, PTO payout, and transaction(s) related / one-time disbursement

Exhibit B

Changed-Pages-Only Blackline

(s) investments in the Ordinary Course of Business consisting of UCC Article 3 endorsements for collection or deposit;

(t) the settlement, resolution, cancellation, netting, or forgiveness of intercompany claims, receivables, or payables between or among the Borrower and any of its Subsidiaries in an aggregate amount not to exceed $~~1,750,000~~2,250,000;

(u) investments constituting loans or advances in lieu of distributions permitted pursuant to Section 6.17;

(v) investments in prepaid expenses, negotiable instruments held for collection and lease, utility and worker's compensation deposits provided to third parties in the Ordinary Course of Business and consistent with the Approved Budget (subject to the Permitted Variance);

(w) other investments permitted by the Approved Budget (including any Permitted Variances); and

(x) other investments in an aggregate amount not to exceed $250,000; provided, that investments made by any Loan Party pursuant to this clause (x) shall not be in the form of Intellectual Property (or of Capital Stock of Subsidiaries owning Intellectual Property).

6.16 **Payments on Indebtedness**. Other than (i) pursuant to the Approved Budget (including any Permitted Variances), (ii) as permitted by the DIP Orders, (iii) as permitted by any Approved Bankruptcy Court Order and consistent with the Approved Budget (subject to the Permitted Variance), (iv) as permitted by any other order of the Bankruptcy Court in amounts satisfactory to Lender in its sole discretion or (v) as otherwise set forth in the Loan Documents, make any payment with respect to any Indebtedness.

6.17 **Distributions or Redemptions**. Restricted Payments without Lender's prior written consent; provided that (i) the foregoing shall not prevent any Subsidiary from making any distribution to its direct parent if such parent is a Debtor in the Chapter 11 Case and a Borrower hereunder and (ii) the following Restricted Payments shall be permitted:

(a) any Subsidiary may make Restricted Payments to any Loan Party; provided, that any Subsidiary that is a Debtor may only make Restricted Payments to Subsidiaries that are Loan Parties and Debtors;

(b) Non-Loan Party Subsidiaries may make Restricted Payments to other Non-Loan Party Subsidiaries;

(c) to the extent constituting Restricted Payments, the Borrower and its Subsidiaries may enter into and consummate transactions expressly permitted (other than by reference to this Section 6.17 or any clause thereof) by any provision of Sections 6.3, 6.4, 6.10, and 6.15;