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

In re:	:	Chapter 11
ROBERTSHAW US HOLDING CORP., *et al.*,	:	Case No. 24-90052 (CML)
Debtors.[1]	:	(Jointly Administered)

INTERIM ORDER (I) AUTHORIZING DEBTORS TO USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO PREPETITION FIRST OUT SUPER-PRIORITY SECURED PARTIES; (III) MODIFYING AUTOMATIC STAY; AND (IV) GRANTING RELATED RELIEF

[Relates to Motion at Docket No. 69]

Upon the motion (the "**Motion**")[2] of the above-referenced debtors, as debtors in possession (collectively, the "**Debtors**") in the above-captioned cases (the "**Cases**"), pursuant to sections 105, 361, 362, 363, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), Rules 4002-1 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**"), and the Procedures for Complex Cases in the Southern District of Texas, seeking, among other things:

(a) authorization for the Debtors, pursuant to sections 105, 361, 362, 363, 503 and 507 of the Bankruptcy Code to (i) use cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code, and all other Prepetition Collateral (as defined in the Motion), solely in accordance with the terms of this interim order (together with

[1] The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are as follows: Range Parent, Inc. (7956); Robertshaw US Holding Corp. (1898); Robertshaw Controls Company (9531); Burner Systems International, Inc. (8603); Robertshaw Mexican Holdings LLC (9531); Controles Temex Holdings LLC (9531); Universal Tubular Systems, LLC (8603); and Robertshaw Europe Holdings LLC (8843). The primary mailing address used for each of the foregoing debtors is 1222 Hamilton Parkway, Itasca, Illinois 60143.

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

all annexes and exhibits hereto, the "**Interim Order**"), and (ii) grant adequate protection to the Prepetition First Out Super-Priority Secured Parties (as defined below) as set forth herein;

(b) modification of the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim Order;

(c) except to the extent of the Carve Out (as defined herein), and subject to entry of the Final Order (as defined herein), the waiver of all rights to surcharge any Prepetition Collateral or Collateral (as defined herein) under section 506(c);

(d) to the extent set forth herein and subject to entry of the Final Order, for the "equities of the case" exception under Bankruptcy Code section 552(b) to not apply to any of the Prepetition Super-Priority Secured Parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or Collateral under section 552(b) of the Bankruptcy Code or any other applicable principle of equity or law;

(e) that this Court schedule a final hearing (the "**Final Hearing**") to consider entry of a final order granting the relief requested (i) in this Interim Order on a final basis and (ii) to incur certain debtor-in-possession financing pursuant to a superpriority, senior secured and priming debtor-in-possession term loan credit facility as described in the Motion (the "**Final Order**");

(f) waiver of any applicable stay with respect to the effectiveness and enforceability of this Interim Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and

(g) granting related relief;

and the Interim Hearing having been held by the Court on February 15, 2024; pursuant to Bankruptcy Rule 4001 and Local Rule 2002-1, notice of the Motion and the relief sought therein having been given by the Debtors as set forth in this Interim Order; and the Court having considered the *Declaration of John Hewitt in Support of Chapter 11 Petitions and First Day Pleadings,* the *Declaration of Stephen Spitzer in Support of Chapter 11 Petitions and First Day Pleadings,* the *Declaration of Randall S. Eisenberg in Support of Debtors' Emergency Motion for Entry of an Interim Cash Collateral Order and Final DIP Order*, the *Declaration of Brendon Phillips in Support of Debtors' Emergency Motion for Entry of an Interim Cash Collateral Order and Final DIP Order*, the Approved Budget (as defined herein), the offers of proof, evidence adduced, and the statements of counsel at the Interim Hearing; and the Court having considered the interim relief requested in the Motion; and it appearing to the Court that granting the relief sought in the Motion on the terms and conditions herein contained is necessary and essential to avoid irreparable harm to the Debtors and their estates, that authorizing the Debtors to use Cash Collateral as contemplated herein will enable the Debtors to preserve the value of the Debtors' businesses and assets, that such relief is fair and reasonable, and that entry of this Interim Order is in the best interest of the Debtors and their respective estates and creditors; and due deliberation and good cause having been shown to grant the relief sought in the Motion;

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. ***Petition Date***. On February 15, 2024 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (the "**Court**").

B. ***Debtors in Possession***. Each Debtor has continued with the management and operation of its respective businesses and properties as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Cases.

C. ***Jurisdiction and Venue***. The Court has jurisdiction over the Motion, these Cases, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of Texas dated May 24, 2012. Venue for these Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

[3] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052.

D. ***Committee***. As of the date hereof, no official committee of unsecured creditors has been appointed in these Cases pursuant to section 1102 of the Bankruptcy Code (any such committee, the "**Committee**").

E. ***Debtors' Stipulations***. Subject only to the rights of parties in interest specifically set forth in paragraph 19 of this Interim Order (and subject to the limitations thereon contained in such paragraph), the Debtors admit, stipulate and agree that (collectively, paragraphs E.1E.1 through E.8 below are referred to herein as the "**Debtors' Stipulations**"):

1. ***Super-Priority Credit Agreement.*** Under that certain Super-Priority Credit Agreement, dated as of May 9, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Super-Priority Credit Agreement**," and together with all other documentation executed in connection therewith, including, without limitation, the Collateral Documents and all other Loan Documents (each as defined in the Super-Priority Credit Agreement) executed in connection therewith, the "**Super-Priority Credit Documents**"), among Robertshaw US Holding Corp. (the "**Borrower**"), Range Parent, Inc. ("**Holdings**") and certain of the other Debtors as borrowers and guarantors (together with the Borrower and Holdings, collectively, the "**Prepetition Super-Priority Loan Parties**"), Delaware Trust Company ("**Delaware Trust**"), as administrative and collateral agent (in such capacities and including any successors thereto, the "**Prepetition Super-Priority Administrative Agent**"), for its own benefit and that of the lenders, and the lenders from time to time party thereto (such lenders, the "**Prepetition Super-Priority Lenders**," and together with the Prepetition Super-Priority Administrative Agent and each of the other Secured Parties (as defined in the Super-Priority Credit Agreement), the "**Prepetition Super-Priority Secured Parties**"), the Borrower was provided with a first-out secured term loan facility (the loans borrowed thereunder, the "**Prepetition First**

Out Term Loans"), a second-out secured term loan facility (the loans borrowed thereunder, the "**Prepetition Second Out Term Loans**"), a third-out term loan facility (the loans borrowed thereunder, the "**Prepetition Third Out Term Loans**"), a fourth-out term loan facility (the loans borrowed thereunder, the "**Prepetition Fourth Out Term Loans**"), and a fifth-out term loan facility (the loans borrowed thereunder, the "**Prepetition Fifth Out Term Loans**").[4]

(a) ***Prepetition First Out Term Loans.***

(i). As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition First Out Term Loans (the "**Prepetition First Out Super-Priority Secured Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate unpaid principal amount of not less than $218,411,857.26 on account of First-Out New Money Term Loans (as defined in the Super-Priority Credit Agreement, the "**First-Out New Money Term Loans**"), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not

[4] Pursuant to the Super-Priority Credit Documents and the Super-Priority Security Documents, the Prepetition First Out Liens, Prepetition Second Out Liens, Prepetition Third Out Liens, Prepetition Fourth Out Liens, and the Prepetition Fifth Out Liens (each as defined herein) constitute one lien in the "Collateral" (as defined in the Super-Priority Security Documents, and together with any other property of any of Debtors granted or pledged pursuant to any of the Super-Priority Security Documents or otherwise to secure the Prepetition Super-Priority Indebtedness (as defined herein) the "**Collateral**").

contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents in respect of the First-Out New Money Loans (clauses (x) and (y), collectively, the "**Prepetition First Out Indebtedness**").

(ii). *Collateral Securing Prepetition First Out Indebtedness*. In connection with the Super-Priority Credit Agreement, certain of the Debtors entered into the Collateral Documents (as defined in the Super-Priority Credit Agreement and referred to herein as the "**Super-Priority Security Documents**"). Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition First Out Indebtedness is secured by a valid, binding, perfected, and enforceable first-priority security interest in and lien on (such security interest and lien, the "**Prepetition First Out Liens**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii). *Validity, Perfection, and Priority of Prepetition First Out Liens and Prepetition First Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition First Out Liens encumber all of the Collateral, as the same existed on the Petition Date; (2) the Prepetition First Out Liens are a valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral, and the Prepetition First Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Second Out Parties, Prepetition Third Out Parties, Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties (each as defined below); (3) the Prepetition First Out Liens are subject and subordinate only to valid, perfected, enforceable, and nonavoidable prepetition liens (if any) that are senior to the liens or security interests of the Prepetition First Out Super-Priority Secured Parties as of the Petition Date by operation of law or permitted by the Prepetition Documents (as defined below) (such liens, the "**Permitted Prior Liens**"); (4) the Prepetition First Out Liens were granted for the benefit of the Prepetition First Out Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition First Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition First Out Liens or Prepetition First Out Indebtedness exist, and no portion of the Prepetition First Out Liens or Prepetition First Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition First Out Super-Priority Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Super-Priority Credit Documents, the Prepetition First Out Indebtedness, or the Prepetition First Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements (as defined herein) or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings (as defined in the RSA (as defined herein)).

(b) ***Prepetition Second Out Term Loans.***

(i). As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Second Out Term Loans (the "**Prepetition Second Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $381,193,571.32 on account of Second-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Second Out Indebtedness**").

(ii). *Collateral Securing Prepetition Second Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Second Out Indebtedness is secured by a valid, binding, perfected, and enforceable second-priority security interest (such security interest and lien, the "**Prepetition Second Out Lien**") in and lien on the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii). *Validity, Perfection, and Priority of Prepetition Second Out Liens and Prepetition Second Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Second Out Liens encumber all of the Collateral, as the same existed on the Petition Date; (2) the Prepetition Second Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Second Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Third Out Parties, Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Second Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Second Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Second Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Second Out Liens or Prepetition Second Out Indebtedness exist, and no portion of the Prepetition Second Out Liens or Prepetition Second Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Super-Priority Credit Documents, the Prepetition Second Out Indebtedness, or the Prepetition Second Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(c) ***Prepetition Third Out Term Loans.***

(i). As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Third Out Term Loans (the "**Prepetition Third Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $72,826,885.56 on account of Third-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Third Out Indebtedness**").

(ii). *Collateral Securing Prepetition Third Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Third Out Indebtedness is secured by a valid, binding, perfected, and enforceable third-priority security interests in and lien on (such security interest and lien, the "**Prepetition Third Out Liens**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii). *Validity, Perfection, and Priority of Prepetition Third Out Liens and Prepetition Third Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Third Out Liens encumber all of the Prepetition Third Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Third Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Third Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Third Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Third Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Third Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Third Out Liens or Prepetition Third Out Indebtedness exist, and no portion of the Prepetition Third Out Liens or Prepetition Third Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Super-Priority Credit Documents, the Prepetition Third Out Indebtedness, or the Prepetition Third Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-

Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(d) ***Prepetition Fourth Out Term Loans.***

(i). As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Fourth Out Term Loans (the "**Prepetition Fourth Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $22,824,860.67 on account of Fourth-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Fourth Out Indebtedness**").

(ii). *Collateral Securing Prepetition Fourth Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Fourth Out Indebtedness is secured by a valid, binding, perfected, and enforceable fourth-priority security interest in and lien on (such security interest and lien, the "**Prepetition Fourth Out Liens**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii). *Validity, Perfection, and Priority of Prepetition Fourth Out Liens and Prepetition Fourth Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Fourth Out Liens encumber all of the Prepetition Fourth Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Fourth Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Fourth Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Fourth Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Fourth Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Fourth Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Fourth Out Liens or Prepetition Fourth Out Indebtedness exist, and no portion of the Prepetition Fourth Out Liens or Prepetition Fourth Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the

Super-Priority Credit Documents, the Prepetition Fourth Out Indebtedness, or the Prepetition Fourth Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(e) ***Prepetition Fifth Out Term Loans.***

(i). As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Fifth Out Term Loans (the "**Prepetition Fifth Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $29,184,931.84 on account of Fifth-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority

Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Fifth Out Indebtedness**" and, together with the Prepetition First Out Indebtedness, the Prepetition Second Out Indebtedness, the Prepetition Third Out Indebtedness, the Prepetition Fourth Out Indebtedness, the "**Prepetition Super-Priority Indebtedness**").

(ii). *Collateral Securing Prepetition Fifth Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Fifth Out Indebtedness is secured by a valid, binding, perfected, and enforceable fifth-priority security interests in and lien on (such security interests and liens, the "**Prepetition Fifth Out Liens**" and, together with the Prepetition First Out Liens, the Prepetition Second Out Liens, the Prepetition Third Out Liens, the Prepetition Fourth Out Liens, the "**Prepetition Super-Priority Liens**") the Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii). *Validity, Perfection, and Priority of Prepetition Fifth Out Liens and Prepetition Fifth Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Fifth Out Liens encumber all of the Prepetition Fifth Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Fifth Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Fifth Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Sixth Out Parties and

Prepetition Seventh Out Parties; (3) the Prepetition Fifth Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Fifth Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Fifth Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Fifth Out Liens or Prepetition Fifth Out Indebtedness exist, and no portion of the Prepetition Fifth Out Liens or Prepetition Fifth Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Super-Priority Credit Documents, the Prepetition Fifth Out Indebtedness, or the Prepetition Fifth Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

2. ***Sixth Out Facility.***

(a) *Sixth Out Loans*. Holdings, the Borrower, certain of the other Debtors as borrowers and guarantors, Delaware Trust, as administrative and collateral agent (in such capacities and including any successors thereto, the "**Sixth Out Administrative Agent**"), and the lenders from time to time party thereto (such lenders, the "**Prepetition Sixth Out Lenders**" and, together with the Sixth Out Administrative Agent and each of the other Secured Parties (as defined in the Sixth Out Credit Agreement), the "**Prepetition Sixth Out Parties**") are parties to that certain First Lien Credit Agreement, dated as of February 28, 2018 (as may be further amended, restated, or otherwise modified from time to time, the "**Sixth Out Credit Agreement**" and, together with all other documentation executed in connection therewith, including without limitation, the Collateral

Documents, and all other Loan Documents (each as defined in the Sixth Out Credit Agreement) executed in connection therewith, the "**Sixth Out Credit Documents**"). As used herein, the "**Prepetition Sixth Out Loan Parties**" shall mean, collectively, Holdings, the Borrower, the Subsidiary Guarantors (as defined in the Sixth Out Credit Agreement), and any other Guarantor (as defined in the Sixth Out Credit Agreement).[5]

3. ***Seventh Out Facility.***

(a) *Seventh Out Loans*. Holdings, the Borrower, certain of the other Debtors as borrowers and guarantors, Delaware Trust, as administrative and collateral agent (in such capacities and including any successors thereto, the "**Seventh Out Administrative Agent**"), and the lenders from time to time party thereto (such lenders, the "**Prepetition Seventh Out Lenders**" and, together with the Seventh Out Administrative Agent and each of the other Secured Parties (as defined in the Seventh Out Credit Agreement), the "**Prepetition Seventh Out Parties**") are parties to that certain Second Lien Credit Agreement, dated as of February 28, 2018 (as may be further amended, restated, or otherwise modified from time to time, the "**Seventh Out Credit Agreement**" and, together with all other documentation executed in connection therewith, including without limitation, the Collateral Documents, and all other Loan Documents (each as defined in the Seventh Out Credit Agreement) executed in connection therewith, the "**Seventh Out Credit Documents**"). As used herein, the "**Prepetition Seventh Out Loan Parties**" shall mean, collectively, Holdings, the Borrower, the Subsidiary Guarantors (as defined in the Seventh

5 Pursuant to the Sixth Out Credit Documents, the Prepetition Sixth Out Term Loans are secured by one lien in the Collateral.

Out Credit Agreement), and any other Guarantor (as defined in the Seventh Out Credit Agreement).[6]

4. *Supplier Financing Facility.* Robertshaw Controls Company and Deutsche Bank AG New York Branch (the "**Prepetition Supplier Financing Provider**") are parties to that certain Supplier Financing Agreement, dated as of October 12, 2018 (as may be amended, restated, or otherwise modified from time to time, the "**Supplier Financing Agreement**" and, together with all other documentation executed in connection therewith, the "**Supplier Financing Documents**"), pursuant to which Robertshaw Controls Company agrees to sell to the supplier financing provider accounts receivable owing to it by certain customers.

5. *FGI Mexican Promissory Note.* Robertshaw Controls Company entered into that certain Promissory Note (as amended, restated, supplemented, or otherwise modified from time to time, the "**Prepetition FGI Mexican Promissory Note**") in favor of FGI Equipment Finance LLC ("**FGI**" or "**Equipment Financing Provider**" and, together with the Prepetition Super-Priority Lenders, the Prepetition Sixth Out Lenders, the Prepetition Seventh Out Lenders and the Supplier Financing Provider, collectively, the "**Prepetition Lenders**"). Pursuant to the Prepetition FGI Mexican Promissory Note, Robertshaw Controls Company borrowed, and non-debtor affiliate Controles Latinoamericanos, S de RL de C.V. ("**Controles LA**") guaranteed, $16 million to be repaid to FGI in equal monthly installments through December 1, 2028. The Prepetition FGI Mexican Promissory Note is secured by first-priority liens on certain manufacturing equipment, owned by Robertshaw Controls Company, at the Company's manufacturing facility in Matamoros, Mexico (the "**Prepetition Mexican Equipment Liens**"), as

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[6] For the avoidance of doubt and pursuant to the Seventh Out Credit Documents, the Prepetition Seventh Out Term Loans are secured by one lien in the Collateral.

well as a mortgage lien on the real property owned by Controles LA. As of the Petition Date, the aggregate outstanding principal under the Prepetition FGI Mexican Promissory Note was $13.2 million.

6. *Cash Collateral.* All of the Debtors' cash constitutes cash collateral of the Prepetition Super-Priority Secured Parties within the meaning of Bankruptcy Code section 363(a) (the "**Cash Collateral**"), including amounts generated by the collection of Prepetition Collateral, including but not limited to accounts receivable and inventory, all other cash proceeds of the Prepetition Collateral and amounts now or hereafter held in any of the Debtors' banking, checking, or other deposit accounts as of the Petition Date or amounts deposited or transferred into the Debtors' banking, checking, or deposit accounts after the Petition Date, and subject in all respects to the priorities set out in the Intercreditor Agreements.

7. *Bank Accounts.* The Debtors acknowledge and agree that, as of the Petition Date, none of the Debtors have either opened or maintain any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system.

8. *Intercreditor Agreements.*

(a) *Super-Priority Intercreditor Agreement*. Holdings, the Borrower, and Delaware Trust are party to that certain Super-Priority Intercreditor Agreement, dated as of May 9, 2023 (as amended, restated, or otherwise modified from time to time, the "**Super-Priority Intercreditor Agreement**"), which governs, among other things, the rights, interests, obligations, priority, and positions of the Prepetition Super-Priority Secured Parties, the Prepetition Sixth Out Parties, and the Prepetition Seventh Out Parties.

(b) *First and Second Lien Intercreditor Agreement.* Holdings, the Borrower, and Delaware Trust are party to that certain Second Lien Intercreditor Agreement, dated as of February 28, 2018 (as amended, restated, or otherwise modified from time to time, including by the Representative Supplement No. 1, dated as of May 9, 2023, the "**First and Second Lien Intercreditor Agreement**" and, together with the Super-Priority Intercreditor Agreement, the "**Intercreditor Agreements**"). The First and Second Lien Intercreditor Agreement governs, among other things, the respective rights, interests, obligations, priority, and positions of the Prepetition Sixth Out Parties and Prepetition Seventh Out Parties with respect to the Prepetition Collateral.

(c) Each of the Prepetition Super-Priority Loan Parties, Prepetition Sixth Out Loan Parties, and the Prepetition Seventh Out Loan Parties are parties to or otherwise acknowledged and agreed to, and are bound by, the Intercreditor Agreements. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements, and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents, any of the Secured Credit Documents, or any of the Security Documents (each as defined in the Intercreditor Agreements) shall (i) remain in full force and effect; (ii) continue to govern the relative obligations, priorities, rights and remedies of (x) the Prepetition Super-Priority Secured Parties, the Prepetition Lenders in the case of the Super-Priority Intercreditor Agreement, and (y) the Prepetition Sixth Out Parties and Prepetition Seventh Out Parties in the case of the First and Second Lien Intercreditor Agreement; and (iii) not be deemed to be amended, altered or modified by the terms of this Interim Order unless expressly set forth herein or therein.

F. ***Adequate Protection.*** Pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, the Prepetition First Out Super-Priority Secured Parties are entitled to adequate protection of their respective interests in the Prepetition Collateral, including the Cash Collateral, to the extent of any diminution in value of their respective interests in the Prepetition Collateral resulting from and subject to the Carve Out, as well as, among other things, the use of Cash Collateral, the use, sale or lease of any of the Prepetition Collateral, the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, and/or for any other reason for which adequate protection may be granted under the Bankruptcy Code ("**Diminution in Value**"). The foregoing shall not, nor shall any provision of this Interim Order be construed as, a determination or finding that there has been or will be any Diminution in Value of the Prepetition Collateral (including Cash Collateral) and the rights of all parties as to such issues are hereby preserved.

G. ***Need to Use Cash Collateral***. The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and have an immediate need to obtain use of the Prepetition Collateral, including the Cash Collateral (subject to the Carve Out and in compliance with the Approved Budget (as defined below)) in order to, among other things: (a) permit the orderly continuation of their businesses; (b) pay certain adequate protection payments; and (c) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors and their non-Debtor affiliates. The Debtors do not have sufficient available sources of working capital to operate their businesses or maintain their properties in the ordinary course of business without the authorized use of Cash Collateral. An immediate and critical need exists for the Debtors to use the Cash Collateral, consistent with the Approved Budget, through the date of the Final Hearing, for working capital purposes, other general corporate purposes of the Debtors, and the satisfaction of costs and expenses of administering the Cases.

The ability of the Debtors to obtain liquidity through the use of the Cash Collateral is vital to the Debtors and their efforts to maximize the value of their estates. Absent entry of this Interim Order, the Debtors' estates and restructuring efforts will be immediately and irreparably harmed.

H. ***Notice***. The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

I. ***Consent.***

(a) The Consenting Lenders (as defined in the RSA), which as of the Petition Date collectively hold more than 50% of the sum of the Prepetition First Out Term Loans and Prepetition Second Out Term Loans and, solely upon entry of this Interim Order by the Court, have consented to the Debtors' use of the Prepetition Collateral (including Cash Collateral), solely in accordance with and subject to the terms and conditions of this Interim Order. This Interim Order shall supersede any order by any other court of competent jurisdiction which would prohibit any consent or action of the Consenting Lenders hereunder.

(b) The Prepetition Super-Priority Secured Parties (other than the Consenting Lenders) and the Prepetition Lenders have consented to or are deemed to consent under the applicable Prepetition Documents and Intercreditor Agreements to the Debtors' use of Cash Collateral, subject to the terms and conditions provided for in this Interim Order.

J. ***Relief Essential; Best Interest***. The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). The relief requested in the Motion (and as provided in this Interim Order) is necessary, essential and appropriate for the continued operation of the Debtors' businesses, the administration of these Cases, and the management and preservation of the Debtors' assets and the property of their estates. It is in the best interest of the

Debtors' estates that the Debtors be allowed to use the Cash Collateral under the terms hereof. The Debtors have demonstrated good and sufficient cause for the relief granted herein.

K. ***Arm's Length, Good Faith Negotiations***. The terms of this Interim Order were negotiated in good faith and at arm's length between the Debtors and the Prepetition Super-Priority Secured Parties. The Prepetition Super-Priority Secured Parties have acted without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the use of Cash Collateral, including in respect of the granting of the Adequate Protection Liens (as defined below) and all documents related to and all transactions contemplated by the foregoing.

Now, therefore, upon the record of the proceedings heretofore held before this Court with respect to the Motion, the evidence adduced at the Interim Hearing, and the statements of counsel thereat, and based upon the foregoing findings and conclusions,

IT IS HEREBY ORDERED THAT:

1. ***Motion Granted.*** The Motion is granted on an interim basis as set forth herein, and the use of Cash Collateral on an interim basis is authorized, subject to the terms of this Interim Order.

2. ***Objections Overruled.*** Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or settled and all reservations of rights included therein, are hereby denied and overruled with prejudice in all respects.

3. ***Authorization to Use Cash Collateral; Budget.***

(a) *Authorization*. Subject to the terms and conditions of this Interim Order, the Court hereby authorizes the Debtors' use of Cash Collateral during the period beginning with the Petition Date and ending on a Termination Date (as defined below), in each case, solely and exclusively in a manner consistent with this Interim Order and the Approved Budget, and for no other purposes.

(b) *Approved Budget; Budget Period*. As used in this Interim Order: (i) "**Approved Budget**" means the initial 13-week budget that has been delivered and approved by the Ad Hoc Group, as such Approved Budget may be modified from time to time by the Debtors solely with the prior written consent of the Ad Hoc Group (as defined below) in its sole discretion as set forth in this paragraph and this Interim Order; and (ii) "**Budget Period**" means the initial four-week (4-week) period set forth in the Approved Budget, and each rolling four-week period thereafter.

(c) *Budget Testing*. The Debtors may use Cash Collateral strictly in accordance with the Approved Budget, subject only to Permitted Variances (as defined below). Beginning with the first full week after the Petition Date, Permitted Variances shall be reported by no later than the Thursday following each Friday (each such reporting date, a "**Testing Date**"). On or before 5:00 p.m. (prevailing Central time) on each Testing Date, the Debtors shall prepare and deliver to the Prepetition Super-Priority Administrative Agent, the Ad Hoc Group, and the Ad Hoc Group Advisors (as defined below), in form and substance reasonably satisfactory to the Ad Hoc Group, a variance report (the "**Variance Report**") setting forth: (i) the Debtors' actual disbursements (the "**Actual Disbursements**") on an aggregate basis during the week preceding the applicable Testing Date; (ii) the Debtors' actual cash receipts (the "**Actual Cash Receipts**") excluding, for the avoidance of doubt, any intercompany transactions, on an aggregate basis during the week preceding the applicable Testing Date; (iii) the (x) amounts set forth in the Approved Budget under "Professional Fees," (y) amounts set forth in the Approved Budget under "Debt Service," in each case, ending on the applicable Reporting Date, and (z) amounts set forth in the

Approved Budget under "First Day Motion Payments"; (iv) a comparison (whether positive or negative, in dollars and expressed as a percentage) for the prior week of the Actual Cash Receipts and the Actual Disbursements for such prior week to the amount of the Debtors' projected cash receipts set forth in the Approved Budget for such prior week and the Debtors' projected disbursements, respectively, set forth in the Approved Budget for such prior week; and (v) as to each variance contained the Variance Report, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any material variance.

(d) *Permitted Variances and Minimum Liquidity Amount*. The Debtors shall not permit as of any Testing Date, the Prepetition Super-Priority Loan Parties' Actual Disbursements for the week preceding the applicable Testing Date to be more than 115% of the projected disbursements in the aggregate as set forth in the Approved Budget over such time period (such deviations from the applicable projected amounts set forth in the Approved Budget, the "**Permitted Variances**"); *provided* that the cash disbursements considered for determining compliance with this covenant shall exclude the Debtors' disbursements in respect of (y) the restructuring professional fees (including, without limitation, fees and expenses of the advisors to the Debtors, the Committee, and the Ad Hoc Group Advisors), and (z) U.S. Trustee's fees and (ii) the Debtors' unrestricted cash and cash equivalents ("**Liquidity**") to be less than $2,000,000 at the end of any week (such amount, the "**Minimum Liquidity Amount**") .

(e) *Proposed Budget Reporting*. By no later than 5:00 p.m. (prevailing Central Time) on the fifth (5th) business day before the end of each Budget Period, the Debtors shall deliver to the Ad Hoc Group Advisors a rolling 13-week cash flow forecast of the Debtors in the form of the budget agreed to by Ad Hoc Group (each, a "**Proposed Budget**"). The Ad Hoc Group shall be deemed to have approved of any such Proposed Budget unless the Ad Hoc Group shall have objected thereto in writing (with email to the Debtors' counsel being sufficient) to the Debtors within five (5) business days after receipt thereof. In the event that the Ad Hoc Group objects to the most recently delivered Proposed Budget, the prior Approved Budget shall remain in full force and effect. The Debtors may, upon five (5) business days written notice to the Ad Hoc Group (with email to the Ad Hoc Group's counsel being sufficient), request an immediate hearing with the Court to seek Court approval of the Proposed Budget to be deemed an Approved Budget for purposes of this Interim Order. When required under the terms of this Interim Order, the objection or approval of the Ad Hoc Group shall mean the consent of the Required Consenting Lenders (as defined in the RSA),[7] and such consent or approval may be communicated via email to the Debtor or its professionals by the Ad Hoc Group Advisors.

(f) *Miscellaneous*. For the avoidance of doubt, except as otherwise set forth in the Approved Budget, Cash Collateral may not be used (i) by any non-Debtor entity or (ii) to pay any fees, costs, expenses and/or any other amounts of any non-Debtor entity.

4. ***Adequate Protection for the Prepetition First Out Super-Priority Secured Parties.***

(a) Subject only to the Carve Out and the terms of this Interim Order, pursuant to sections 361, 362, and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of the interests of the Prepetition First Out Super-Priority Secured Parties in the Prepetition Collateral (including Cash Collateral), in each case for the Diminution in Value of such interests, resulting from, among other things, the Carve Out, the use of Cash Collateral, the use, sale or lease of any of the Prepetition Collateral, the

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[7] The "**RSA**" means that certain Restructuring Support Agreement dated as of February 14, 2024 by and among the Debtors, the Sponsor (as defined therein), and the consenting lenders party thereto.

imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, and/or for any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the other Prepetition First Out Super-Priority Secured Parties, is hereby granted the following:

(b) *Adequate Protection Liens*. Pursuant to Bankruptcy Code sections 361(2) and 363(c)(2), and subject in all cases to the Carve Out, effective as of the Petition Date and in each case perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or by possession or control, the Debtors are authorized to grant, and hereby deemed to have granted, to the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the Prepetition First Out Super-Priority Secured Parties, valid, binding, continuing, enforceable, fully-perfected, nonavoidable, first-priority senior (except as otherwise provided in this paragraph below with respect to the Permitted Prior Liens and the Carve Out), additional and replacement security interests in and liens on (all such liens and security interests, the "**Adequate Protection Liens**"): (i) the Prepetition Collateral; and (ii) all of the Debtors' other now-owned and hereafter-acquired real and personal property, assets and rights of any kind or nature, wherever located, whether encumbered or unencumbered, including, without limitation, a 100% equity pledge of any first-tier foreign subsidiaries and unencumbered assets of the Debtors, if any, and all prepetition property and post-petition property of the Debtors' estates, and the proceeds, products, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise, including, without limitation, all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on, or after the Petition Date), insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements, all owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, all commercial tort claims, and all claims and causes of action (including causes of action arising under section 549 of the Bankruptcy Code, claims arising on account of transfers of value from a Debtor to (x) another Debtor and (y) a non-Debtor affiliate incurred on or following the Petition Date), and any and all proceeds, products, rents, and profits of the foregoing (all property identified in this paragraph being collectively referred to as the "**Collateral**"), subject only to the Permitted Prior Liens and the Carve Out, in which case the Adequate Protection Liens shall be immediately junior in priority to such Permitted Prior Liens and to the Carve Out; notwithstanding the foregoing, the Collateral shall exclude the Carve Out Reserves (as defined herein) and all claims and causes of action arising under any section of chapter 5 of the Bankruptcy Code other than claims and causes of action arising under section 549 of the Bankruptcy Code (the "**Avoidance Actions**"), but, subject to entry of a Final Order, shall include any and all proceeds of and other property that is recovered or becomes unencumbered as a result of (whether by judgment, settlement, or otherwise) any Avoidance Action.

(c) *Adequate Protection Superpriority Claims*. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, the Debtors are authorized to grant, and hereby deemed to have granted effective as of the Petition Date, to the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the Prepetition First Out Super-Priority Secured Parties, allowed superpriority administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any Diminution in Value (the "**Adequate Protection Superpriority Claims**"), junior only to the Carve Out. Subject to the Carve Out, the Adequate Protection Superpriority Claims shall not be junior or *pari passu* to any claims and shall have priority over all administrative expense claims and other claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code.

(d) *Fees and Expenses*. As additional adequate protection, the Debtors shall, and are authorized and directed to, pay in full in cash and in immediately available funds: (i) within one (1) business day after the Debtors' receipt of invoices therefor, the professional fees, expenses and disbursements (including, but not limited to, the professional fees, expenses and disbursements of counsel and other third-party consultants and/or experts, including financial advisors) incurred prior to the Petition Date by (A) the ad hoc group of certain holders of the Debtors' Prepetition Super-Priority Indebtedness (the "**Ad Hoc Group**") represented by the Ad Hoc Group Advisors (including, without limitation, reasonable fees, expenses and disbursements incurred by Houlihan Lokey, as financial advisor, Gibson, Dunn & Crutcher LLP, as primary counsel, O'Melveny & Myers LLP, as litigation counsel, and Munsch Hardt Kopf & Harr P.C., as local counsel, collectively, the "**Ad Hoc Group Advisors**"), and (B) the Prepetition Super-Priority Administrative Agent; and (ii) subject to paragraph 2526, the reasonable fees and expenses incurred on and after the Petition Date by the Ad Hoc Group Advisors, and by or on behalf of the Prepetition Super-Priority Administrative Agent (including, without limitation, professional fees, expenses and disbursements of counsel), which shall be submitted on a monthly basis and paid within five (5) business days of the Debtors' receipt of invoices therefor ((i) and (ii) collectively, the "**Adequate Protection Payments**"). Notwithstanding the foregoing, the Ad Hoc Group may retain such other professionals as are reasonably necessary in connection with the Cases, on advance notice to and with the consent (not to be unreasonably withheld) of the Debtors (to the extent reimbursement from the Debtor is sought), and in such circumstance, such additional professionals shall be deemed to be Ad Hoc Group Advisors for purposes of this Interim Order. For the avoidance of doubt, the payment of Adequate Protection Payments pursuant to paragraph 4 of this Interim Order shall be without prejudice to the rights of any of the Prepetition Super-Priority Secured Parties to assert such payments should be recharacterized or reallocated pursuant to a further order of the Court. None of the foregoing fees, expenses and disbursements shall be subject to separate approval by this Court or require compliance with the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments.

(e) *Miscellaneous*.

(i) Except for (x) the Carve Out and (y) as otherwise provided in this paragraph 4, the Adequate Protection Liens and Adequate Protection Superpriority Claims granted to the Prepetition Super-Priority Secured Parties pursuant to this Interim Order shall not be subject, junior, or *pari passu*, to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estate under the Bankruptcy Code, including, without limitation, pursuant to section 551 or otherwise, and shall not be subordinated to or made *pari passu* with any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 or otherwise.

(ii) The Adequate Protection Liens are deemed automatically perfected as of the Petition Date without the necessity of recording same and without further notice or order. The Prepetition Super-Priority Administrative Agent shall not be required to file any UCC financing statements or other instruments (or to take any other action) to perfect such Adequate Protection Liens.

(iii) The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified to the extent necessary to permit the Prepetition Super-Priority Administrative Agent to perform any act authorized or permitted under or by virtue of this Interim Order including, without limitation, to take any act to create, validate, evidence, attach or perfect any the Adequate Protection Liens and to receive any payments expressly authorized by this Interim Order with respect to the Prepetition Super-Priority Indebtedness or adequate protection.

(f) *Reporting Requirements*. As additional adequate protection to the Prepetition First Out Super-Priority Secured Parties, the Prepetition Super-Priority Loan Parties shall comply with all reporting requirements set forth in the Super-Priority Credit Agreement and shall provide, subject to any applicable limitations set forth below, to the (i) Ad Hoc Group, (ii) the Ad Hoc Group Advisors, (iii) ORC (as defined in the RSA) and (iv) Debevoise & Plimpton LLP, as primary counsel, and Kelley Drye & Warren LLP, as local counsel to ORC (together, the "**ORC Advisors**"):

(i) weekly (or with such other frequency as may be agreed to between the Debtors and their advisors, on the one hand, and the Ad Hoc Group and ORC, on the other hand) 1-hour calls with the Ad Hoc Group (as to public information) and the Ad Hoc Group Advisors and the ORC Advisors (as to public and non-public information) with respect to (1) business updates, (2) the Debtors' discussions with any potential financing party or acquirer, and (3) the status of any material litigation, litigation claims, and other claims, and (4) any other updates in form and scope reasonably agreed by the Debtors, on the one hand, and the Ad Hoc Group and ORC, on the other hand;

(ii) at the times specified in paragraph 3(c) hereof, the Variance Report required by paragraph 3(c)3(c) hereof;

(iii) a copy of each update to the Debtors' business plan as soon as reasonably practicable after it becomes available, together with a reconciliation to the prior business plan;

(iv) timely delivery of each Proposed Budget as set forth in this Interim Order;

(v) notice of the occurrence of the Debtors' Liquidity falling below the Minimum Liquidity Amount at the end of any week and the amount of such Liquidity as of such time;

(vi) access for the Ad Hoc Group Advisors and the ORC Advisors to any data room established in connection with third-party diligence commenced in connection with any sale of one or more of the Debtors or its assets; and

(vii) as soon as reasonably practicable after written request from the Ad Hoc Group Advisors or the ORC Advisors, as applicable, reasonable access to, as relevant, any consultant, turnaround management, broker or financial advisory firm retained by any Debtor in any of the Cases, and if requested, copies of all retention agreements for each such consultant; provided, that, for the avoidance of doubt, nothing herein shall or shall be construed to create any obligation on (x) the Debtors or their advisors to furnish to or discuss with the Ad Hoc Group, Ad Hoc Group Advisors, ORC, or the ORC Advisors any materials (whether prepared by the Debtors' financial or legal advisors or otherwise) or other information subject to any attorney-client or other client privilege or confidentiality obligations or (y) any of the Debtors advisors' to disclose any information or otherwise take or refrain from taking any action, absent an express contractual requirement to do so under their respective engagement agreements with the Debtors.

(g) *Other Covenants*. The Debtors shall maintain their cash management arrangements in a manner consistent with this Court's order(s) granting the Debtors' cash management motion. The Debtors shall not use, sell, or lease any assets with an aggregate fair market value in excess of $500,000 in any single transaction or series of related transactions outside the ordinary course of business, or seek authority of this Court to do any of the foregoing, without the prior written consent of the Ad Hoc Group (with email from the Ad Hoc Group Advisors to the Debtors' counsel being sufficient). The Debtors shall comply with the covenants contained in Super-Priority Credit Agreement regarding conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of its business and the maintenance of properties and insurance.

(h) *Right to Seek Additional Adequate Protection*. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of any of the Prepetition First Out Super-Priority Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Subject to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition First Out Super-Priority Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Out Super-Priority Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Out Super-Priority Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

6. ***Carve Out***.

(a) *Priority of Carve Out*. Any lien granted pursuant to any Prepetition Document, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to the Carve Out.

(b) *Definition of Carve Out*. As used in this Interim Order, the "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee (the "**U.S. Trustee**") under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $75,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327 or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "**Committee Professionals**" and, together with the Debtor Professionals, the "**Professional Persons**") at any time before delivery by the Ad Hoc Group of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice, (the amounts set forth in clauses (i) through (iii), the "**Pre-Carve Out Trigger Notice Cap**"); and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $2,500,000 incurred on or after the first day following delivery by the Ad Hoc Group of the Carve Out Trigger Notice to the extent allowed by order of this Court at any time; and (v) all amounts required to be paid to Guggenheim Securities, LLC ("**Guggenheim Securities**") on account of any Transaction Fee under and as defined in that certain engagement letter dated as of

October 10, 2022, as amended and restated as of February 2, 2024, and effective as of February 9, 2024, between Guggenheim Securities and the Debtors, incurred at any time, before or after delivery of a Carve Out Trigger Notice, and payable under sections 328, 330, and/or 331 of the Bankruptcy Code, to the extent not yet paid or due as of the delivery of a Carve Out Trigger Notice and allowed by order of this Court at any time (the amounts set forth in clauses (iv) and (v), the "**Post-Carve Out Trigger Notice Cap**"). For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by email (or other electronic means) by the Ad Hoc Group to the Debtors, their restructuring counsel (Latham & Watkins, LLP and Hunton Andrews Kurth LLP), the U.S. Trustee, and counsel to the Committee (if any), which notice may be delivered only following the occurrence and during the continuation of a Termination Event (as defined below) stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) *Carve Out Reserve*. On a weekly basis, the Debtors shall fund from cash on hand into a segregated account (the "**Carve Out Reserves**") held in trust by Kroll Restructuring Administration LLC for the benefit of the Professional Persons and, solely for purposes of U.S. Trustee fees held therein, the U.S. Trustee, an amount equal to the estimated amounts included in the Approved Budget and for (i) the U.S. Trustee fees and (ii) fees and expenses of Professional Persons (the "**Estimated Professional Fees**"); provided that, until a Final Order has been entered, the Debtors shall fund, on a weekly basis, the Carve Out Reserve in an amount equal to the lesser of (i) the estimated amounts included in the Approved Budget and (ii) the estimated accrual amounts for such week as reported by the Debtor Professionals to the Ad Hoc Group Advisors for the Estimated Professional Fees. The Debtors shall use funds held in the Carve Out Reserve to pay U.S. Trustee fees and Clerk of the Court's fees as they become due and payable, and shall otherwise use funds held in the Carve Out Reserve exclusively to pay Allowed Professional Fees as they become allowed and payable pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any interim or final orders of this Court and any amounts paid from the Carve Out Reserves shall reduce the amount in the Carve Out Reserves on a dollar-for-dollar basis; *provided* that when all obligations included within the Carve Out Reserves have been paid in full (regardless of when such obligations are due and/or allowed by this Court), any funds remaining in the Carve Out Reserve shall revert to the Prepetition Super-Priority Administrative Agent for the benefit of the Prepetition Super-Priority Secured Parties. Funds transferred to the Carve Out Reserve shall be subject to the Adequate Protection Liens and Adequate Protection Superpriority Claims granted hereunder solely to the extent of such reversionary interest; *provided further* that, for the avoidance of doubt, such liens and claims shall be subject in all respects to the Carve Out.

(d) On the Termination Declaration Date (as defined below), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund the Carve Out Reserve in an amount equal to: (i) any then-unpaid U.S. Trustee Fees and Allowed Professional Fees in excess of the Estimated Professional Fees and (ii) the Post-Carve Out Trigger Notice Cap. Upon receipt by the Debtors of a Carve Out Trigger Notice, funds deposited and held in the Carve Out Reserve shall be used to pay any then unpaid U.S. Trustee Fees and Allowed Professional Fees prior to any and all other claims incurred for the period through and including the Termination Declaration Date. All funds in the Carve Out Reserve shall be used first to pay the obligations set forth in clauses (b)(i) through (b)(iii) of the definition of Carve Out set forth above, until paid in full, then to pay Allowed Professional Fees of Professional Persons incurred after the first day following delivery by the Ad Hoc Group of the Carve Out Trigger Notice up to the Post-Carve Out Trigger Notice Cap, and then to the Prepetition Super-Priority Secured Parties in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition Documents, or this Interim Order: (i) following delivery of a Carve Out Trigger Notice, the Prepetition Super-Priority Administrative Agent shall not sweep or foreclose on cash (including Cash Collateral and cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the Prepetition Super-Priority Administrative Agent for application in accordance with the Prepetition Documents and the Intercreditor Agreements; (ii)(A) disbursements by the Debtors from the Carve Out Reserves shall not (x) constitute "Loans" (as defined in the Super-Priority Credit Agreement) or (y) increase or reduce the Prepetition Super-Priority Indebtedness, (B) failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, (C) in no way shall the Approved Budget, Proposed Budget, Carve Out, Pre-Carve Out Trigger Notice Cap, Post-Carve Out Trigger Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees or U.S. Trustee fees or Clerk of the Court fees due and payable by the Debtors; and (iii) the Carve Out shall be senior to all liens and claims securing the Prepetition Super-Priority Indebtedness, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and any claims arising under section 507(b) of the Bankruptcy Code of the Prepetition Super-Priority Secured Parties, and any and all other forms of adequate protection, liens, or claims securing the Cash Collateral or the Prepetition Super-Priority Indebtedness.

(e) *No Direct Obligation To Pay Allowed Professional Fees*. Subject to the terms of the RSA, the Prepetition Super-Priority Secured Parties reserve the right to object to the allowance of any fees and expenses, whether or not such fees and expenses were incurred in accordance with the Approved Budget. Except for permitting the funding of the Carve Out Reserves as provided herein, none of the Prepetition Super-Priority Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person or any fees or expenses of the U.S. Trustee or Clerk of the Court incurred in connection with the Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the Prepetition Super-Priority Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) *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 on a dollar-for-dollar basis; *provided, however*, if the Debtor Professionals use their retainers to pay such Allowed Professional Fees, such payments shall not reduce the Carve Out. Any funding of the Carve Out shall be entitled to the protections granted under this Interim Order, the Prepetition Documents, the Bankruptcy Code, and applicable law.

7. ***Access and Information***. Subject to the Prepetition Documents, upon reasonable prior written notice (as applicable, including via acknowledged electronic mail) during normal business hours, the Debtors shall permit the Ad Hoc Group Advisors and the ORC Advisors, as applicable, to (i) have reasonable access to the Debtors' books and records, including all records and files of the Debtors pertaining to the Prepetition Collateral and the Collateral and all information (including any and all historical information) they shall reasonably request; (ii) have reasonable access to the Debtors' properties; and (iii) reasonable access to discuss the Debtors' affairs, finances, and condition with the Debtors' applicable officers, counsel and financial

advisors; it being understood that, nothing in this paragraph 7 or otherwise shall require the Debtors (or any of their advisors) to furnish to or discuss with the Ad Hoc Group Advisors or the ORC Advisors any materials (whether prepared by the Debtors' financial or legal advisors or otherwise), or take any action that would conflict with any applicable requirements of law or any binding agreement, or that would waive any attorney-client or similar privilege; it being further understood that nothing herein shall or shall be construed to create any obligation on any of the Debtors' advisors to disclose any information or otherwise take or refrain from taking any action, absent an express contractual requirement to do so.

8. ***Termination***. Subject to the Remedies Notice Period (as defined below) and paragraph 6 and 9, the Debtors' right to use the Cash Collateral pursuant to this Interim Order shall automatically cease without further Court proceedings on the Termination Date (as defined herein). As used herein, "**Termination Events**" means any of the events set forth in clauses K.4(a)(a) through (x) below (each such event a "**Termination Event**"):

(a) A Final Order acceptable to the Debtors and the Ad Hoc Group is not entered by the Court thirty (30) days following the Petition Date;

(b) The violation of any material term of this Interim Order by the Debtors that is not cured within five (5) business days of receipt by the Debtors and their restructuring counsel of written of notice from the Ad Hoc Group of such default, violation or breach (which may be provided by e-mail);

(c) Entry of any order modifying, reversing, revoking, staying, rescinding, vacating, or amending this Interim Order without the express written consent of the Ad Hoc Group;

(d) Any of the Cases are dismissed or converted to a case(s) under chapter 7 of the Bankruptcy Code, or, without the express written consent of the Ad Hoc Group, a trustee under chapter 11 of the Bankruptcy Code, an examiner with expanded powers or a responsible officer or similar person is appointed in any of Cases, or the Cases are transferred or there is a change of venue, or any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or an order is entered granting, any of the foregoing;

(e) Any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or an order is entered granting, any lien or other interest *pari passu* with or senior to any of the Prepetition Super-Priority Liens, Adequate Protection Liens or Adequate Protection Superpriority Claims granted to the Prepetition Super-Priority Secured Parties under this Interim Order or an order of the Court is entered reversing, staying for a period in excess of five (5) business days, vacating or otherwise amending, supplementing, or modifying this Interim Order in a manner adverse to the Prepetition Super-Priority Secured Parties, in each case without the written consent of the Ad Hoc Group;

(f) Any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to, or an order is entered granting, (i) the invalidation, subordination, or other challenge to the Prepetition Super-Priority Indebtedness, the Prepetition Super-Priority Liens, the Adequate Protection Liens, or the Adequate Protection Superpriority Claims, or (ii) any relief under sections 506(c) or 552 of the Bankruptcy Code with respect to any Prepetition Collateral or any Collateral, including the Cash Collateral, or against any of the Prepetition Super-Priority Secured Parties, in each case without the written consent of the Ad Hoc Group;

(g) Any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or an order is entered granting, any relief which could reasonably be expected to result in a material impairment of the rights or interests of the Prepetition Super-Priority Secured Parties, except any motion or other pleading otherwise permitted by this Interim Order;

(h) The entry by this Court of an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code to any entity other than the Prepetition Super-Priority Secured Parties (i) with respect to the Prepetition Collateral or the Collateral having a value greater than $500,000 without the written consent of the Ad Hoc Group, or (ii) authorizing any party to proceed against any asset having a fair market value of at least $500,000 of the Debtors or that would adversely affect in any material respect the Debtors' ability to operate their business in the ordinary course, without the written consent of the Ad Hoc Group;

(i) The entry of a subsequent order of the Court (i) terminating the Debtors' use of Cash Collateral, or (ii) authorizing the use of Cash Collateral by any non-Debtor entity in a manner that is inconsistent with the Approved Budget;

(j) The failure by the Debtors to make any payment required pursuant to this Interim Order when due that is not cured within five (5) business days of receipt by the Debtors and their restructuring counsel of written of notice from the Ad Hoc Group of such default, violation or breach (which may be provided by e-mail);

(k) The failure by the Debtors to deliver to the Ad Hoc Group, the Ad Hoc Group Advisors, ORC, or the ORC Advisors any of the documents or other information required to be delivered to such applicable party pursuant to this Interim Order when due, or any such documents or other information shall contain a material misrepresentation and in either case such failure or misrepresentation is not cured within five (5) business days after written notice thereof is delivered to the Debtors and their restructuring counsel (which may be provided by e-mail);

(l) The failure by the Debtors to (i) comply in any material respect with the Approved Budget, or (ii) at the end of any week, maintain Liquidity in an amount equal to or greater than the Minimum Liquidity Amount, that is not cured within five (5) business days of receipt by the Debtors of written notice from the Ad Hoc Group of such default, violation or breach delivered to the Debtors and their restructuring counsel (which may be provided by e-mail);

(m) The entry of an order of this Court approving the terms of any debtor in possession financing for any party that is entered into without the written consent of the Ad Hoc Group;

(n) Any Debtor files any motion, pleading, or proceeding seeking the granting of, or an order is entered granting, the assumption or rejection of any material executory contract or unexpired lease without the prior written consent of the Ad Hoc Group;

(o) The entry of any post-petition judgment against any Debtor in excess of $1,000,000 the enforcement of which is not otherwise stayed by the Bankruptcy Code or otherwise;

(p) Any Debtor shall be enjoined from conducting any material portion of its business, any material disruption of the business operations of the Debtors shall occur (other than as a result of these Cases), or any material damage to or loss of material assets of any Debtor shall occur that is not otherwise covered by insurance;

(q) The Debtors shall or shall seek to file a chapter 11 plan that is not acceptable to the Ad Hoc Group or shall seek to modify, amend or waive any provision of a chapter 11 plan previously deemed acceptable by the Ad Hoc Group without the consent of the Ad Hoc Group;

(r) The Debtors shall or shall seek to file any motion, pleading, or proceeding related to a sale, under section 363 of the Bankruptcy Code or otherwise, that is not acceptable to the Ad Hoc Group or shall seek to modify, amend or waive any provision of any document relating to the Sale Transaction (as defined in the RSA) previously deemed acceptable by the Ad Hoc Group without the consent of the Ad Hoc Group;

(s) Any Debtor files any motion, pleading, or proceeding (or solicits, supports, or encourages any other party to file any motion, pleading, or proceeding) seeking or consenting to the granting of, or an order is entered granting, any termination and/or shortening, reduction of, or other modification to, the Debtors' exclusive periods to file and/or solicit a chapter 11 plan pursuant to the Bankruptcy Code (collectively, the "**Exclusive Periods**") or the Debtors otherwise do not seek to extend the Exclusive Periods if and when applicable, in each case, unless otherwise agreed by the Ad Hoc Group;

(t) The occurrence of any "Consenting Lender Termination Event" pursuant to the RSA, which has not been cured pursuant to the terms of the RSA;

(u) Any (i) entry by any Debtor into any settlement or other agreement or (ii) motion, proceeding, or other action is commenced, supported, or encouraged by any Debtor seeking, or otherwise consenting to any settlement of, or other agreement with respect to, in each case, any Adversary Proceeding (as defined in the RSA), without the consent of the Ad Hoc Group;

(v) The occurrence of any materially adverse ruling as to either the Debtors or any member of the Ad Hoc Group in any Adversary Proceeding;

(w) Any determination by the Court or any other court of competent jurisdiction that the Ad Hoc Group does not constitute "Required Lenders" as defined in the Super-Priority Credit Agreement;

(x) The failure of the Debtors to meet any of the deadlines (or such later dates as may be approved by the Ad Hoc Group) set forth on Exhibit 1 to this Interim Order (collectively, the "**Milestones**").

9. ***Remedies after a Termination Date***.

(a) Notwithstanding anything contained herein, the Debtors' authorization to use Cash Collateral hereunder shall automatically terminate on such date (the "**Termination Date**") that is the earliest of: (i) the effective date of any chapter 11 plan with respect to the Debtors that is confirmed by the Court; (ii) the date on which all or substantially all of the assets of the Debtors are sold in a sale under any chapter 11 plan or pursuant to section 363 of the Bankruptcy Code; and (iii) unless otherwise ordered by the Court, five (5) business days from the date (the "**Termination Declaration Date**") on which written notice of the occurrence of any Termination Event is given (which notice may be given by electronic mail or other electronic means) by the Ad Hoc Group to the Debtors' counsel, counsel to a Committee (if appointed), and the U.S. Trustee (the "**Termination Declaration**" and such period commencing on the Termination Declaration Date and ending five (5) business days later, which period shall be automatically extended if the Debtors, counsel to a Committee (if appointed), or the U.S. Trustee seek an emergency hearing as provided in clause (b) below prior to the expiration of such period to enable the Court to rule thereon, the "**Remedies Notice Period**"); *provided that*, until the expiration of the Remedies Notice Period, the Debtors may (a) continue to use Cash Collateral to make payments in respect of expenses reasonably necessary to keep the business of the Debtors operating in accordance with the Approved Budget; (b) contest or cure any alleged Termination Event; (c) pay professional fees and fund the Carve Out Reserve; and (d) seek other relief as provided for in this paragraph 9.

(b) If a Termination Declaration is delivered during the Remedies Notice Period, the Debtors, the Committee (if appointed), and the Ad Hoc Group hereby consent to an emergency hearing being held before the Court on an expedited basis and related motions shall be filed with the Court on at least three (3) business days' notice (subject to the Court's availability) for the sole purpose (unless the Court orders otherwise) of considering whether a Termination Event has occurred or is continuing or for the contested use of Cash Collateral. The Court may fashion any appropriate remedy at the hearing. Unless the Court has determined that a Termination Event has not occurred and/or is not continuing or the Court orders otherwise, the automatic stay, as to all of the Prepetition Super-Priority Secured Parties shall automatically be terminated at the end of the Remedies Notice Period without further notice or order.

(c) Nothing herein shall alter the burden of proof set forth in the applicable provisions of the Bankruptcy Code at any hearing on any request by the Debtors or other party in interest to re-impose or continue the automatic stay under Bankruptcy Code section 362(a), use Cash Collateral, or to obtain any other injunctive relief. Unless otherwise expressly provided, any delay or failure of the Prepetition Super-Priority Administrative Agent and/or the other Prepetition Super-Priority Secured Parties, the Ad Hoc Group, or ORC to exercise rights under the Prepetition Documents, the Intercreditor Agreements, and/or this Interim Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise. The occurrence of the Termination Date or a Termination Event shall not affect the validity, priority, or enforceability of any and all rights, remedies, benefits, and protections provided to any of the Prepetition Super-Priority Secured Parties under this Interim Order, which rights, remedies, benefits, and protections shall survive the Termination Date or the delivery of Termination Declaration.

10. ***Payments Free and Clear***. Any and all payments or proceeds remitted to the Prepetition Super-Priority Administrative Agent for the benefit of the Prepetition Super-Priority Secured Parties pursuant to the provisions of this Interim Order or any subsequent order of this Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including without limitation, but subject to entry of the Final Order, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) (whether asserted or assessed by, through or on behalf of the Debtors) or section 552(b) of the Bankruptcy Code.

11. ***Limitation on Charging Expenses Against Collateral.*** Except to the extent of the Carve Out and subject to entry of the Final Order, all rights to surcharge the interests of the Prepetition Super-Priority Secured Parties in any Prepetition Collateral or any Collateral under section 506(c) of the Bankruptcy Code or any other applicable principle or equity or law shall be finally and irrevocably waived, and such waiver shall be binding upon the Debtors and all parties in interest in the Cases.

12. ***Reservation of Rights of the Prepetition First Out Super-Priority Secured Parties***. This Interim Order and the transactions contemplated hereby shall be without prejudice to (a) the rights of any of the Prepetition First Out Super-Priority Secured Parties to seek additional or different adequate protection, move to vacate the automatic stay, move for the appointment of a trustee or examiner, move to dismiss or convert the Cases, or to take any other action in the Cases and to appear and be heard in any matter raised in the Cases, or any party in interest from contesting any of the foregoing, and (b) any and all rights, remedies, claims and causes of action which the Prepetition First Out Super-Priority Secured Parties may have against any non-Debtor party. For all adequate protection purposes throughout the Cases, each of the Prepetition First Out Super-Priority Secured Parties shall be deemed to have requested relief from the automatic stay and

adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Interim Order.

13. ***Modification of Automatic Stay***. The Debtors are authorized and directed to perform all acts and to make, execute, and deliver any and all instruments as may be necessary to implement the terms and conditions of this Interim Order and the transactions contemplated hereby. The stay of section 362 of the Bankruptcy Code is hereby modified to permit the parties to accomplish the transactions contemplated by this Interim Order.

14. ***Survival of Interim Order***. The provisions of this Interim Order shall be binding upon any trustee appointed during the Cases or upon a conversion to cases under chapter 7 of the Bankruptcy Code, and any actions taken pursuant hereto shall survive entry of any order which may be entered converting the Cases to chapter 7 cases, dismissing the Cases under section 1112 of the Bankruptcy Code or otherwise, confirming or consummating any plan(s) of reorganization or liquidation or otherwise, or approving or consummating any sale of any Prepetition Collateral or Collateral, whether pursuant to section 363 of the Bankruptcy Code or included as part of any plan. The terms and provisions of this Interim Order, as well as the priorities in payments, liens, and security interests granted pursuant to this Interim Order shall continue notwithstanding any conversion of the Cases to chapter 7 cases under the Bankruptcy Code, dismissal of the Cases, confirmation or consummation of any plan(s) of reorganization or liquidation, approval or consummation of any sale, or otherwise. Subject to the limitations described in paragraphs 4 and 19 of this Interim Order, the Adequate Protection Payments made pursuant to this Interim Order shall not be subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance in the Cases or any subsequent chapter 7 cases or other proceeding (other than a defense that the payment has actually been made).

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

16. ***Release***. Subject to the rights and limitations set forth in paragraph 1819 of this Interim Order, effective upon entry of this Interim Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the members of the Ad Hoc Group, ORC, and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, agents, and predecessors in interest, each in their capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating the Prepetition Documents, the Intercreditor Agreements, or this Interim Order, as applicable, and/or the transactions contemplated hereunder or thereunder, including, without limitation; (a) any so-called "lender liability" or equitable subordination claims or defenses; (b) any and all claims and causes of action arising under the Bankruptcy Code; and (c) any and all claims and causes of action regarding the validity, priority,

extent, enforceability, perfection, or avoidability of the liens or claims of each of the members of the Ad Hoc Group or ORC; *provided*, *however*, that no such parties will be released to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence, fraud, or willful misconduct.

17. ***Binding Effect***. The terms of this Interim Order shall be valid and binding upon the Debtors, all creditors of the Debtors and all other parties in interest from and after the entry of this Interim Order by this Court.

18. ***Reversal, Stay, Modification or Vacatur***. In the event the provisions of this Interim Order are reversed, stayed, modified or vacated by court order, following notice and any further hearing, such reversals, modifications, stays or vacatur shall not affect the rights and priorities of the Prepetition Super-Priority Secured Parties granted pursuant to this Interim Order. Notwithstanding any such reversal, stay, modification or vacatur by court order, any indebtedness, obligation or liability incurred by the Debtors pursuant to this Interim Order arising prior to the Prepetition Super-Priority Administrative Agent's receipt of notice of the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of this Interim Order, and the Prepetition Super-Priority Secured Parties shall continue to be entitled to all of the rights (including, without limitation, relating to the termination of this Interim Order), remedies, privileges and benefits, including any payments authorized herein and the security interests and liens granted herein, with respect to all such indebtedness, obligation or liability, and the validity of any payments made or obligations owed or credit extended or lien or security interest granted pursuant to this Interim Order is and shall remain subject to the protection afforded under the Bankruptcy Code.

19. ***Reservation of Certain Third-Party Rights and Bar of Challenge and Claims***.

(a) The stipulations, admissions, waivers, and releases contained in this Interim Order, including the Debtors' Stipulations, shall be binding upon the Debtors in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, waivers and releases contained in this Interim Order, including, the Debtors' Stipulations and the release in paragraph 16 (the "**Release**"), shall be binding upon the Debtors and the Debtors' estates (and all successors of the Debtors) and all other parties in interest, including, without limitation, any Committee and any other person acting on behalf of the Debtors' estates, including a trustee, except to the extent a party in interest and, for purposes of such exception, solely to the extent such party in interest obtains proper standing and has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (i) seeking to avoid, object to, or otherwise challenge the Debtors' Stipulations or the Release regarding: (A) the validity, enforceability, extent, priority, or perfection of Prepetition Super-Priority Liens, including any mortgages or security interests in the Prepetition Collateral, or (B) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Super-Priority Indebtedness (any such claim, a "**Challenge**"); and (ii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter.

(b) Any such Challenge must be asserted on or before the date that is seventy-five (75) calendar days after entry of the Interim Order; *provided* that if a Committee is appointed prior the expiration of such seventy-five (75) day period, such Committee shall have until the later of (i) such seventy-five (75) day period and (ii) the date that is sixty (60) calendar days after its appointment, except that in no event shall the deadline described above extend beyond the first day of any hearing held in the Cases to consider confirmation of the Sale Transaction (the

"**Challenge Period Termination Date**"); *provided*, *however*, that if, prior to the Challenge Period Termination Date, either the Cases converts to chapter 7 or a chapter 11 trustee is appointed, then in such case the Challenge Period Termination Date shall be extended solely with respect to the trustee until the later of the then Challenge Period Termination Date and the date that is fifteen (15) business days following such conversion or appointment.

(c) Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (i) any and all such Challenges by any party (including, without limitation, the Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any successor case) shall be deemed to be forever barred; (ii) the Prepetition Super-Priority Indebtedness shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Debtors' Cases and any Successor Cases; (iii) the Prepetition Super-Priority Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (iv) all of the Debtors' stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Super-Priority Secured Parties' claims, liens, and interests contained in this Interim Order shall be in full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases.

(d) If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date. Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in the Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any challenges (including a Challenge) with respect to the Super-Priority Credit Documents, the Intercreditor Agreements, the Prepetition Super-Priority Liens, and the Prepetition Super-Priority Indebtedness, and a separate order of the Court conferring such standing on any Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Committee or such other party-in-interest.

20. ***Limitation on Use of Collateral and Cash Collateral***. Notwithstanding anything to the contrary set forth in this Interim Order, none of the Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds of any of the foregoing may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (excluding any proceeding contemplated by paragraph 9 hereof) (i) against any of the Prepetition Super-Priority Secured Parties (in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, in such

capacities, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies of the Prepetition Super-Priority Secured Parties under the Prepetition Documents, the Intercreditor Agreements, or this Interim Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Committee appointed (if any) in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the Prepetition Super-Priority Secured Parties to recover on the Prepetition Collateral or the Collateral or seeking affirmative relief against any of the Prepetition Super-Priority Secured Parties related to the Prepetition Super-Priority Indebtedness; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the Prepetition Super-Priority Indebtedness or the Prepetition Super-Priority Secured Parties' respective Prepetition Super-Priority Liens or security interests in the Prepetition Collateral or the Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against any of the Prepetition Super-Priority Secured Parties, or the Prepetition Super-Priority Secured Parties' respective liens on or security interests in the Prepetition Collateral or the Collateral that would impair the ability of any of the Prepetition Super-Priority Secured Parties to assert or enforce any lien, claim, right, or security interest or to realize or recover on the Prepetition Super-Priority Indebtedness, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including, without limitation, the Prepetition Super-Priority Liens) held by or on behalf of each of the Prepetition Super-Priority Secured Parties related to the Prepetition Super-Priority Indebtedness; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to or in connection with the Prepetition Super-Priority Indebtedness or the Prepetition Super-Priority Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (i) any of the Prepetition Super-Priority Liens or any other rights or interests of any of the Prepetition Super-Priority Secured Parties related to the Prepetition Super-Priority Indebtedness or the Prepetition Super-Priority Liens, *provided,* and subject to entry of the Final Order, that no more than $50,000 of the proceeds of the Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used solely by any Committee appointed in these Cases, if any, solely to investigate, within the challenge period, the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Super-Priority Secured Parties solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including, without limitation, the Prepetition Super-Priority Liens) held by or on behalf of each of the Prepetition Super-Priority Secured Parties related to the Prepetition Super-Priority Indebtedness.

21. ***Enforceability; Waiver of Any Applicable Stay***. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable nunc pro tunc to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rule 6004(h), 6006(d), 7062 or 9014 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

22. ***Proofs of Claim***. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, the Prepetition First Out Super-Priority Secured Parties shall not be required to file any proof of claim or request for payment of administrative expenses with respect to any of the Prepetition First Out Indebtedness, the Adequate Protection Liens, or the Adequate Protection Superpriority Claims; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Documents or of any other indebtedness, liabilities, or obligations arising at any time thereunder or under this Interim Order or prejudice or otherwise adversely affect the Prepetition First Out Super-Priority Secured Parties' rights, remedies, powers, or privileges under any of the Prepetition Documents, this Interim Order, or applicable law. 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.

23. ***Intercreditor Agreements***. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements, and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents, any of the Secured Credit Documents, or any of the Security Documents (each as defined in the Intercreditor Agreements) shall (a) remain in full force and effect, (b) continue to govern the relative obligations, priorities, rights and remedies of each the Prepetition Super-Priority Secured Parties and Prepetition Lenders, as applicable, and (c) not be deemed to be amended, altered or modified by the terms of this Interim Order unless expressly set forth herein or therein.

24. ***Section 552(b) of the Bankruptcy Code***. Subject to entry of the Final Order, the (a) Prepetition Super-Priority Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and (b) the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to any of the Prepetition Super-Priority Secured Parties, including, without limitation, the Prepetition Super-Priority Secured Parties with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral or the Collateral.

25. ***No Marshaling***. Subject to entry of the Final Order, the Prepetition Super-Priority Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral or the Collateral.

26. ***Expense Invoices; Disputes; Indemnification***.

(a) Any of the Debtors' obligations to pay, in accordance with this Interim Order, the principal, interest, fees, payments, expenses, or any other amounts described in the Super-Priority Credit Agreement on account of Prepetition First Out Term Loans or in the Interim Order as such amounts become due, shall not require the Debtors or any party to obtain further Court approval. For the avoidance of doubt, such payments include, without limitation, the Prepetition Super-Priority Administrative Agent, the Ad Hoc Group fees, including the Ad Hoc Group Advisor fees, and the reasonable and documented fees and disbursements of counsel and other professionals and any other principal, interest, fees, payments, expenses as set forth in paragraph 4 of this Interim Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this Interim Order.

(b) The Debtors shall be jointly and severally obligated to pay all reasonable and documented fees and expenses described above, which obligations shall constitute Prepetition

Super-Priority Indebtedness. The Debtors shall pay the reasonable and documented professional fees expenses, and disbursements of professionals to the extent provided for in paragraph 4 of this Interim Order without the necessity of filing formal fee applications or complying with the U.S. Trustee Guidelines, including such amounts arising before the Petition Date; *provided* that copies of invoices for such professional fees, expenses, and disbursements (the "**Invoiced Fees**") shall be served by email on the Debtors, the U.S. Trustee, and counsel to any Committee (if appointed), who shall have ten (10) business days (the "**Review Period**") to review and assert any objections thereto. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and such invoice summary shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law); *provided, however,* that the U.S. Trustee and counsel to the Committee (if appointed) reserve their rights to request additional detail regarding the services rendered and expenses incurred by such professionals. The Debtors, any Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the "**Disputed Invoiced Fees**") if, within the Review Period, a Debtor, any Committee that may be appointed in these Cases, or the U.S. Trustee notifies the submitting party in writing , email being sufficient, setting forth the specific objections to the

Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) business days' prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, if an objection to the Invoiced Fees is timely received, the Debtors shall promptly pay the undisputed amount of the Invoiced Fees, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually.

(c) Subject to any restrictions imposed by applicable law, nothing in this Interim Order shall abrogate the indemnification provisions set forth in the Super-Priority Credit Documents. In addition, the Debtors will indemnify each of the Ad Hoc Group members, ORC, and their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an "**Indemnified Person**") and hold them harmless from and against all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions, procedures, and/or relief contemplated hereby. No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions, procedures, and/or relief contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's fraud, bad faith, or willful misconduct, and in no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

27. ***Credit Bidding and Sale Provisions***. Subject to the provisions of section 363(k) of the Bankruptcy Code, the Prepetition Super-Priority Administrative Agent shall have the right to

credit bid (either directly or through one or more acquisition vehicles) on behalf of the Required Lenders (as defined in the Super-Priority Credit Agreement) up to the full amount of the Prepetition Super-Priority Secured Parties' respective claims, including, for the avoidance of doubt, Adequate Protection Superpriority Claims, if any, in any sale of all or any portion of the Prepetition Collateral or the Collateral, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan. No Debtor shall object to, or solicit, support, or encourage any objection to, any rights set forth in this paragraph 27 and all relevant provisions of any Intercreditor Agreement shall apply and be binding with respect to any and all rights set forth in this paragraph 27.

28. ***Headings***. The headings in this Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Interim Order.

29. ***Retention of Jurisdiction***. The Court has and will retain jurisdiction to enforce this Interim Order and with respect to all matters arising from or related to the implementation of this Interim Order.

30. ***Final Hearing***. A final hearing on the relief requested in the Motion, including relating to the incurrence of certain debtor-in-possession financing as described in the Motion, shall be held on March 11, 2024, at 2:00 p.m. (prevailing Central time). Any party in interest objecting to the relief sought at the Final Hearing shall file written objections no later than March 4, 2024, at 5:00 p.m. (prevailing Central time).

Signed: February 15, 2024

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge

<u>EXHIBIT 1</u>

Milestones[1]

In the case of each of the foregoing Milestones, the terms and conditions shall be in form and substance acceptable to the Ad Hoc Group:

- Within 1 day of the Petition Date – Filing of DIP Motion;

- Within 1 day of the Petition Date – Filing of Non-Participating Lender Adversary Proceeding and Invesco Adversary Proceeding;

- Within 1 day of the Petition Date – Filing of Bidding Procedures Motion, with Ad Hoc Group as Stalking Horse Bidder;

- Within 5 days of the Petition Date – Entry of Cash Collateral Order;

- Within 6 days of the Petition Date – Entry of orders temporarily restraining (if necessary) and enjoining the continued prosecution of the Non-Participating Lender Action and Invesco Action;

- Within 30 days of the Petition Date – Entry of Bidding Procedures Order, with Ad Hoc Group as Stalking Horse Bidder

- Within 30 days of the Petition Date – Entry of DIP Order, with determination that Ad Hoc Group constitutes "Required Lenders" under the Prepetition Super-Priority Credit Agreement;

- Within 45 days of the Petition Date – Delivery of emergence business plan and additional diligence;

- Within 75 days of the Petition Date – Entry of Sale Order

- Within 75 days of the Petition Date – Entry of order granting relief requested in each of Non-Participating Lender Adversary Proceeding and Invesco Adversary Proceeding; and

- Within 90 days of the Petition Date – Closing of Sale

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the RSA.