Order Filed on June 5, 2024
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U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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In re:

SAM ASH MUSIC CORPORATION, *et al.*

Debtors.[1]

Chapter 11

Case No. 24-14727 (SLM)

Judge: Stacey L. Meisel

(Jointly Administered)

FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506, AND 507 AND FED. R. BANKR. P. 2002, 4001, 6003, 6004 AND 9014 (I) AUTHORIZING DEBTORS TO OBTAIN POST-PETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY CLAIMS, (III) AUTHORIZING USE OF CASH COLLATERAL, (IV) MODIFYING THE AUTOMATIC STAY, AND (V) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through fifty-three (53), is hereby

DATED: June 5, 2024

Stacey L. Meisel
Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Sam Ash Music Corporation (3915); Samson Technologies Corp. (4062); Sam Ash Megastores, LLC (9955); Sam Ash California Megastores, LLC (3598); Sam Ash Florida Megastores, LLC (7276); Sam Ash Illinois Megastores, LLC (8966); Sam Ash Nevada Megastores, LLC (6399); Sam Ash New York Megastores, LLC (7753); Sam Ash New Jersey Megastores, LLC (8788); Sam Ash CT, LLC (5932); Sam Ash Music Marketing, LLC (2024); and Sam Ash Quikship Corp. (7410). The location of debtor Sam Ash Music Corporation's principal place of business is 278 Duffy Avenue, P.O. Box 9047, Hicksville, NY 11802.

ORDERED.

Upon the Motion (the "***DIP Motion***")[2] of the above-captioned debtors and debtors-in-possession in the above-captioned cases (collectively, the "***Debtors***"), pursuant to sections 105, 361, 362, 363, 364, 503, 506, and 507 of Title 11, United States Code, 11 U.S.C. §§ 101, *et seq*. (the "***Bankruptcy Code***"), Federal Rules of Bankruptcy Procedure 2002, 4001 and 9014 (the "***Bankruptcy Rules***"), and Rule 4001-3 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "***Local Rules***") seeking entry of interim and final orders granting the following relief:

(I) DIP Financing

(A) On a final basis, authorizing the Debtors to obtain up to $20 million in post-petition financing (the "***DIP Facility***") pursuant to (and in accordance with the terms of) that certain *Senior Secured Super-Priority Debtor-In-Possession Loan and Security Agreement* (as may be amended, modified, or supplemented and in effect from time-to-time, the "***DIP Credit Agreement***"), substantially in the form attached as **Exhibit A** hereto, by and among the Debtors, as borrowers and Tiger Finance, LLC and such other financial institutions that are or may from time to time have commitments to make "Loans" (as defined in the DIP Credit Agreement) (collectively, the "***DIP Lender***") to the Debtors, which may be used for the following in accordance with and as limited by the Approved Budget (as defined below) and subject to Paragraph 47 hereof (where applicable):

(i) upon entry of this Order (the "***Final Order***"), and subject to the rights of parties-in-interest as set forth in Paragraphs 25-30, ratifying the Final Roll-Up (as defined in the Interim Order (as defined below));

(ii) to pay fees, costs, and expenses as provided in the DIP Financing Agreements, including amounts incurred in connection with the preparation, negotiation, execution, and delivery of the DIP Credit Agreement and the other DIP Financing Agreements (as defined

[2] Capitalized terms used in this Final Order but not defined herein shall have the meanings ascribed to such terms in the DIP Motion and/or the DIP Financing Agreements, as the context makes applicable.

below) as provided in this the Final Order;

(iii) for general operating and working capital purposes and other lawful corporate purposes of the Debtors, including the payment of post-petition obligations, and certain pre-petition obligations as authorized by the Court pursuant to the Debtors' First Day Motions (as defined below), and for the payment of transaction expenses, for the payment of fees, administrative expenses, and costs incurred in connection with the instant Chapter 11 Cases (the "***Chapter 11 Cases***"), in each case not otherwise prohibited by the terms hereof and subject to any limitations provided by the Approved Budget (as defined below); and

(iv) to fund the Carve Out (as defined below).

(B) On a final basis, authorizing the Debtors to enter into the DIP Credit Agreement and all other agreements, documents, notes, certificates, and instruments executed and/or delivered with, to, or in favor of the DIP Lender, including, without limitation, security agreements, pledge agreements, notes, guaranties, mortgages, and Uniform Commercial Code ("***UCC***") financing statements, and all other related agreements, documents, notes, certificates, and instruments to be executed, delivered, and/or ratified by the Debtors in connection therewith or related thereto (collectively, as may be amended, modified, or supplemented and in effect from time to time, the "***DIP Financing Agreements***");

(C) On a final basis, authorizing the Debtors to remit all collections, asset proceeds and payments to the DIP Lender for application, or deemed application, first to all Pre-Petition Obligations (as defined below) until such obligations are fully repaid, and then to the repayment of all DIP Obligations (as defined below) in accordance with the DIP Credit Agreement and this Final Order;

(D) On a final basis, approval of certain stipulations by the Debtors as set forth in this Final Order in connection with the Pre-Petition Credit Agreement (as defined below), in each case subject to Paragraphs 25-30 below;

(E) Approval of the Debtors' waiver of their right to assert surcharge claims against the DIP Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code;

(F) On a final basis, granting the DIP Lender the following Liens (as defined in section 101(37) of the Bankruptcy Code) (the "***DIP Liens***") and claims:

(i) first priority priming, valid, perfected, and enforceable Liens, subject and subordinate only to the Carve Out (as defined below) and Permitted Prior Liens, in and upon all of the Debtors' assets and real and personal properties and interests, including, but not limited to, (A) first-priority senior liens on the proceeds realized by the Debtors upon a sale, assumption, assignment, termination, rejection, surrender, and/or other disposition of Debtors' non-residential real property leasehold interests (collectively, "***Leases***"); provided, that for the avoidance of doubt (i) the foregoing DIP Liens shall exclude the Debtors' interests in the Leases themselves, and (ii) the DIP Collateral shall not include the Debtors' Leases solely to the extent that the grant of a DIP Lien is prohibited or restricted by the terms of such real property lease or applicable non-bankruptcy law to attach to any such real property lease; (B) first-priority senior liens on Bankruptcy Recoveries (as defined below) in each case as provided in and as contemplated by this Final Order and the DIP Financing Agreements; and (C) any recoveries by settlement or otherwise, in respect of fiduciary duty claims or causes of action to which the Debtor (or any successor or assign) may be entitled to assert against its directors and officers ("***D&O Claims***"), including in respect to any proceeds recovered under any applicable insurance policies; and

(ii) On a final basis, granting allowed superpriority administrative claim status in respect of all obligations under the DIP Financing Agreements (collectively, the "***DIP Obligations***"), subject and subordinate only to the Carve Out as provided herein.

(II) **Use of Cash Collateral** – On a final basis, authorizing the Debtors' use of "cash collateral" (as such term is defined in section 363 of the Bankruptcy Code ("***Cash Collateral***")) in which the DIP Lender has an interest in order to fund certain amounts under the Approved Budget;

(III) **Modifying the Automatic Stay –** Modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Financing Agreements and this Final Order; and

(IV) **Waiving Any Applicable Stay –** Waiving any applicable stay (including under Bankruptcy Rule 6004) and provision for immediate effectiveness of this Final Order.

and upon the *Declaration of Jordan Meyers in Support of First Day Motions* (the "***First Day Declaration***"), and the *Declaration of Jordan Meyers In Support Of Motion Of Sam Ash Music Corporation For The Entry Of (I) Authorizing the Debtors to Obtain Post-Petition Financing, (II) Granting Liens and Superpriority Claims, (III) Authorizing Use of Cash Collateral, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the "***DIP Financing Declaration***"), which was filed contemporaneously with the DIP Motion; and held an interim hearing with respect to the Motion on May 10, 2024 (the "***Interim Hearing***"); and the Court having entered its *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506, And 507 And Fed. R. Bankr. P. 2002, 4001, 6003, 6004 And 9014 (I) Authorizing Debtors To Obtain Post-Petition Financing, (II) Granting Liens And Superpriority Claims, (III) Authorizing Use Of Cash Collateral, (IV) Modifying The Automatic Stay, (V) Scheduling A Final Hearing, And (VI) Granting Related Relief*, dated May 10, 2024 [D.R. No. 49] (the "***Interim Order***"; and together with this Final Order the "***Financing Orders***"), providing for approval of the DIP Motion on an interim basis; and notice of the Final Hearing (defined below) on the DIP Motion having been given in accordance with Bankruptcy Rules 4001(b), (c), and (d), and 9014 and as provided in the Interim Order; and a final hearing having been held and concluded on June 5, 2024 (the "***Final Hearing***"); and upon the DIP Motion, the First Day Declaration, the DIP Financing Declaration, and the record of the Interim Hearing; and all objections, if any, to the entry of this Final Order having been withdrawn, resolved, or overruled by this Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

I. Procedural Findings of Fact

A. Petition Date. On May 8, 2024 (the "***Petition Date***"), each Debtor filed a voluntary petition with this Court for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

B. Jurisdiction and Venue. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a "core" proceeding pursuant to 28 U.S.C. § 157(b).

C. Statutory Predicates. The statutory bases for the relief sought herein are sections 105, 361, 362, 363, 364, 503, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, and 9014 and Local Rule 4001-3.

D. Committee Formation. On May 20, 2024, the Office of the United States Trustee ("***U.S. Trustee***") appointed a statutory committee (a "***Committee***") of unsecured creditors in the Chapter 11 Cases.

E. Notice. The Final Hearing was held pursuant to the authorization of Bankruptcy Rules 2002, 4001(b), (c), and (d) and 9014. Notice of the Final Hearing and the emergency relief requested in the DIP Motion has been provided by the Debtors to certain parties-in-interest, including: (i) the U.S. Trustee; (ii) those creditors holding the thirty (30) largest unsecured claims against the Debtors' estates; (iii) co-counsel to the DIP Lender and the Prepetition Lender; and (iv) all other known secured creditors of record, and no other or further notice need be given.

II. <u>Debtors' Acknowledgements and Agreements (Prepetition Credit Facility)</u>

F. Without prejudice to the rights of parties-in-interest as set forth in Paragraphs 25-30 below, each Debtor admits, stipulates, acknowledges, and agrees (collectively, Paragraphs F(1) through F(7) hereof shall be referred to herein as, the "***Debtors' Stipulations***") that:

(1) <u>Prepetition Financing Documents</u>. Prior to the commencement of the Chapter 11 Cases, the Debtors were party to that certain (A) Loan and Security Agreement dated as of February 21, 2024 (as amended, modified, supplemented or restated and in effect from time to time prior to the date hereof, the "***Prepetition Credit Agreement***"), between and among the Debtors, each joint and severally as "Borrower", and Tiger Finance, LLC, as "Lender" (the "***Prepetition Lender***"), and (B) all other agreements, documents, notes, certificates, and instruments executed and/or delivered with, to, or in favor of the Prepetition Lender including, without limitation, control agreements, mortgages, security agreements, guaranties, and UCC financing statements and all other related agreements, documents, notes, certificates, and instruments executed and/or delivered in connection therewith or related thereto (as amended, modified or supplemented and in effect, collectively with the Prepetition Credit Agreement, the "***Prepetition Financing Documents***").

(2) <u>Prepetition Debt Amount</u>. As of the Petition Date, the Debtors were liable to the Prepetition Lender under the Prepetition Financing Documents in the approximate aggregate principal amount of $18.5 million, *plus* interest accrued and accruing at the default rate from February 29, 2024, costs, expenses, fees (including attorneys' fees and legal expenses), other charges and other obligations secured by the Prepetition Financing Documents (collectively the "***Prepetition Debt***").

(3) <u>Prepetition Collateral</u>. To secure the Prepetition Debt, the Debtors granted continuing security interests and Liens (collectively, the "***Prepetition Liens***") to the Prepetition Lender, upon substantially all of the Debtors' assets and property, including, without limitation, the following (collectively, the "***Prepetition Collateral***"):[3]

[3] Each term as used in this subsection (F) has the meaning ascribed thereto in the applicable Prepetition Financing Document(s). The collateral set forth in the Prepetition Lender's filed UCC-1 financing statement

(i) all Accounts;

(ii) all Goods, including Equipment, Inventory and Fixtures;

(iii) all Documents (including, if applicable, electronic Documents), Instruments and Chattel Paper (whether tangible or electronic);

(iv) all Letters of Credit and Letter-of-Credit Rights;

(v) all Securities Collateral;

(vi) all Investment Property;

(vii) all Intellectual Property;

(viii) all Commercial Tort Claims;

(ix) all General Intangibles;

(x) all Deposit Accounts and Securities Accounts;

(xi) all Supporting Obligations;

(xii) to the extent not otherwise described above, all Receivables;

(xiii) all books and records relating to the Collateral; and

(xiv) to the extent not covered by clauses (i) through (xiv) of this sentence, all other personal property of such Debtors, whether tangible or intangible and all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to such Debtors from time to time with respect to any of the foregoing.

(4) Prepetition Lien Priority. The Prepetition Liens of the Prepetition Lender have priority over all other Liens except (x) valid, enforceable, non-avoidable and perfected Liens in

Financing Document(s). The collateral set forth in the Prepetition Lender's filed UCC-1 financing statement is within the scope of New Jersey Uniform Code-Secured Transactions pursuant to N.J.S.A 12A:9-102.

existence on the Petition Date that, after giving effect to any intercreditor or subordination agreement (if any), are senior in priority to the Prepetition Liens, and (y) valid, enforceable and non-avoidable Liens in existence on the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code and after giving effect to any intercreditor or subordination agreement (if any), are senior in priority to the Prepetition Liens (collectively, the "***Permitted Prior Liens***").

(5) As of the Petition Date:

(i) the Prepetition Liens are valid, binding, enforceable, and perfected first priority Liens, subject only to any Permitted Prior Liens, and are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law,

(ii) (a) the Prepetition Debt constitutes legal, valid, and binding obligations of the "Borrowers" and "Obligors" thereunder, enforceable in accordance with the terms of the Prepetition Financing Documents (other than in respect of the stay of enforcement arising from Section 362 of the Bankruptcy Code), (b) no offsets, defenses, or counterclaims to any of the Prepetition Debt exists, and (c) no portion of the Prepetition Debt is subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law,

(iii) the Debtors have no valid claims (as such term is defined in section 101(5) of the Bankruptcy Code) or causes of action against the Prepetition Lender with respect to the Prepetition Financing Documents or otherwise, whether arising at law or at equity, including, without limitation, any recharacterization, subordination, disallowance, avoidance or other claims arising under or pursuant to sections 105, 510, 541 or 542 through 553, inclusive, of the Bankruptcy Code, and

(iv) the Prepetition Debt constitutes an allowed secured claim under sections 502 and 506 of the Bankruptcy Code.

(6) Effective upon entry of this Final Order, the Debtors shall be deemed to have waived, discharged, and released the Prepetition Lender, together with its respective successors, assigns, subsidiaries, parents, affiliates, agents, attorneys, officers, directors, and employees (collectively, the "***Released Parties***"), of any right the Debtors may have (i) to challenge or object to any of the Prepetition Debt, (ii) to challenge or object to the Prepetition Liens (or any other security for the Prepetition Debt), and (iii) to bring or pursue any and all claims, objections, challenges, causes of action, and/or choses in action arising out of, based upon, or related to the Prepetition Financing Documents, or otherwise. The Debtors do not possess and will not assert any claim, counterclaim, setoff, or defense of any kind, nature, or description against any of the Released Parties, including anything which would in any way affect the validity, enforceability, priority, and non-avoidability of any of the Prepetition Financing Documents, the Prepetition

Debt, or the Prepetition Liens, or any claim of the Prepetition Lender pursuant to the Prepetition Financing Documents, or otherwise.

(7) Cash Collateral. As of the Petition Date, the Prepetition Lender has a continuing security interest in and Lien on all or substantially all of the Debtors' Cash Collateral, including all amounts on deposit in the Debtors' banking, checking, or other deposit accounts and all proceeds of the Prepetition Collateral, to secure the Prepetition Debt.

(8) Default by the Debtors. The Debtors acknowledge and stipulate that multiple Events of Default (as defined in the Prepetition Credit Agreement) have occurred and are continuing as of the date hereof.

(9) Proof of Claim. The acknowledgment by Debtors of the Pre-Petition Debt and the liens, rights, priorities and protections granted to or in favor of Prepetition Lender in respect of the Prepetition Collateral as set forth herein and in the Prepetition Financing Documents shall be deemed a timely filed proof of claim on behalf of Prepetition Lender in these Chapter 11 Cases.

III. Findings Regarding the Post-Petition Financing

G. Need for Post-Petition Financing. An immediate need exists for the Debtors to obtain funds from the DIP Facility and use of Cash Collateral in order to fund working capital, continue operations, pay administrative expenses of the Debtors incurred in the Chapter 11 Cases, and to administer and preserve the value of their estates for the benefit of their various stakeholders. The ability of the Debtors to finance their operations, to preserve and maintain the value of the Debtors' assets, and to maximize a return for all creditors requires the availability of working capital from the DIP Facility and the use of Cash Collateral (in each case in the manner and in the amounts provided herein and in the Approved Budget, in the DIP Credit Agreement, and this Final Order), the absence of which would immediately and irreparably harm the Debtors, their estates and their stakeholders.

H. No Credit Available on More Favorable Terms. As set forth in the DIP Motion and the DIP Financing Declaration, the Debtors have been unable to obtain any of the following:

(1) unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense,

(2) credit for money borrowed with priority over any or all administrative expenses of the kind specified in sections 503(b) or 507(b) of the Bankruptcy Code,

(3) credit for money borrowed secured solely by a Lien on property of the estates that is not otherwise subject to a Lien, or

(4) credit for money borrowed secured by a junior Lien on property of the estates which is subject to a Lien,

in each case, on more favorable terms and conditions than those provided in the DIP Credit Agreement and this Final Order. The Debtors are unable to obtain credit from the DIP Lender without granting to the DIP Lender the DIP Protections (as defined below).

I. Prior Liens. Nothing herein shall constitute a finding or ruling by this Court that any Permitted Prior Lien(s) is/are valid, senior, perfected, or unavoidable. Moreover, nothing shall prejudice the following:

(1) the rights of any party-in-interest, including, but not limited to, the Debtors, the DIP Lender, the Prepetition Lender, and/or any Committee to challenge the validity, priority, perfection, and extent of any such Permitted Prior Liens, or

(2) subject to Paragraphs 25-30 below, the rights of any Committee or any other party-in-interest (other than the Debtors) with requisite standing to challenge the validity, priority, perfection, and extent of the Prepetition Debt and/or Prepetition Liens as set forth in this Final Order.

J. Adequacy of the Approved Budget. The DIP Lender and the Debtors have agreed that the budget, which is attached hereto as ***Exhibit "B"*** (as the same may be modified, supplemented, and/or updated from time to time consistent with the terms of the DIP Credit Agreement and this Final Order, the "***Approved Budget***")[4] is adequate considering all the available assets to pay the administrative expenses due and accruing for the period following entry of this Final Order (the "***Final Period***"). The Committee shall be consulted on all future budgets for the period beyond that covered by the Approved Budget.

K. Conditions Precedent to DIP Lender' Extension of Financing. The DIP Lender has indicated a willingness to provide post-petition financing to the Debtors in accordance with the DIP Credit Agreement, the other DIP Financing Agreements, including the Approved Budget, subject to the following:

(1) the entry of this Final Order, and

(2) findings by this Court that such financing is essential to the Debtors' estates, that the DIP Lender is a good faith financier, and that the DIP Lender's claims, superpriority claims, security interests, and DIP Liens and other protections granted pursuant to this Final Order will not be affected by any subsequent reversal, modification, vacation, or amendment of this Final Order or any other order, as provided in section 364(e) of the Bankruptcy Code.

L. Business Judgment and Good Faith Pursuant to Section 364(e) of the Bankruptcy Code. The extension of credit under the DIP Credit Agreement and the other DIP Financing Agreements, and the fees paid and to be paid thereunder, (i) are fair, reasonable, and the best available under the circumstances, (ii) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and (iii) are supported by reasonably equivalent value and consideration. The DIP

[4] All backup, schedules, and other detail contained in the Approved Budget is incorporated by reference, including accruals for professional fee estimates.

Facility was negotiated in good faith and at arms' length between the Debtors and the DIP Lender, and the use of the proceeds to be extended under the DIP Facility will be so extended in good faith, and for valid business purposes and uses, as a consequence of which the DIP Lender is entitled to the protections and benefits of section 364(e) of the Bankruptcy Code.

M. Relief Essential; Best Interest. The relief requested in the DIP Motion (and as provided in this Final Order) is necessary, essential and appropriate for the continued operation of the Debtors' businesses (the "***Business***"), the management and preservation of the Debtors' assets during the Final Period, and to avoid irreparable harm. It is in the best interest of the Debtors' estates that the Debtors be allowed to establish the DIP Facility contemplated by the DIP Credit Agreement and the other DIP Financing Agreements, and to use Cash Collateral, in each case as provided in this Final Order. The Debtors have demonstrated good and sufficient cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I.

DIP FINANCING

A. Approval of Entry into the DIP Financing Agreements

1. The DIP Motion is GRANTED on a final basis as set forth herein. Except as otherwise expressly provided in this Final Order, any objection to the entry of this Final Order that has not been withdrawn, waived, resolved or settled, is hereby denied and overruled on the merits.

2. The authorization and empowerment granted to the Debtors under the Interim Order to execute and deliver the DIP Financing Agreements and to incur and to perform the DIP Obligations in

accordance with, and subject to, the terms of the Interim Order and the DIP Financing Agreements, and to execute and deliver all instruments, certificates, agreements, and documents which may be required or necessary for the performance by the Debtors under the DIP Facility and the creation and perfection of the DIP Liens described in and provided for by the Interim Order and the DIP Financing Agreements is hereby ratified and affirmed in all respects.

3. No obligation, payment, transfer or grant of security arising under the DIP Credit Agreement, the other DIP Financing Documents and/or this Final Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under § 502(d) of the Bankruptcy Code), or be subject to any defense, reduction, setoff, recoupment or counterclaim. The Debtors are hereby authorized and directed on a final basis to pay, in accordance with this Final Order, the principal, interest, fees, expenses and other amounts described in the DIP Financing Documents as such become due and without need to obtain further Court approval, including, without limitation, monitoring fees, agency fees, alternate transaction fees, closing fees, unused facility fees, continuing commitment fees, backstop fees, exit fees, servicing fees, yield maintenance premiums, audit fees, appraisal fees, liquidator fees, structuring fees, administrative agent's fees, the reasonable and documented fees and disbursements of DIP Lender's attorneys, advisors, accountants, and other consultants, whether or not such fees arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, to implement all applicable reserves and to take any other actions that may be necessary or appropriate, all to the extent provided in this Final Order or the DIP Financing Documents. Upon execution and delivery, but with effectiveness as

of the Petition Date, the DIP Credit Agreement and other DIP Financing Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms.

B. Authorization to Borrow

4. In order to enable them to continue to operate the Business during the Final Period, and subject to the terms and conditions of this Final Order, the DIP Credit Agreement, the other DIP Financing Agreements, including the Approved Budget (subject to any variances thereto permitted under the terms and conditions of the DIP Credit Agreement), during the Final Period the Debtors are hereby authorized to borrow in accordance with the terms and conditions of the DIP Credit Agreement and the other DIP Financing Agreements (including the Approved Budget (subject to any variances thereto permitted under the terms and conditions of the DIP Credit Agreement)).

C. Application of DIP Facility Proceeds

5. The advances under the DIP Facility and uses of Cash Collateral shall be used in each case in a manner consistent with the terms and conditions of the DIP Financing Agreements, and in accordance with and as may be limited by the Approved Budget (subject to any variances thereto permitted under the terms and conditions of the DIP Credit Agreement), solely as follows:

(a) to pay fees, costs, and expenses as provided in the DIP Financing Agreements, including amounts incurred in connection with the preparation, negotiation, execution, and delivery of the DIP Credit Agreement and the other DIP Financing Agreements;

(b) for general operating and working capital purposes, for the payment of transaction expenses, for the payment of fees, expenses, and costs incurred in connection with the Chapter 11 Cases, and other proper corporate purposes of the Debtors not otherwise prohibited by the terms of the DIP Financing Agreements or this Final Order, and other lawful corporate purposes of the Debtors, in each case as may be in compliance with and as limited by the Approved Budget (subject to any variances thereto permitted under the terms and conditions of the DIP Credit Agreement); and

(c) to fund the Carve Out.

D. <u>Conditions Precedent</u>

6. The DIP Lender shall not have any obligation to make any loan or advance under the DIP Credit Agreement during the Final Period unless the conditions precedent to make such loan under the DIP Credit Agreement have been satisfied in full or waived in accordance with the DIP Credit Agreement.

E. <u>The DIP Liens</u>

7. In consideration of the DIP Lender's making of loans and other advances under the DIP Credit Agreement and the consent to the Debtors' use of Cash Collateral, pursuant to sections 361, 362, 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, and subject to the limitations set forth in Paragraph 8 below, the DIP Lender is granted priming, first priority, continuing, valid, binding, enforceable, non-avoidable, and automatically perfected post-petition security interests and Liens senior and superior in priority to all other secured and unsecured creditors of the Debtors' estates, and except as otherwise expressly provided in this Final Order, in all of the Debtors' assets and property, including, without limitation, the following (collectively, the "***DIP Collateral***"):

(a) The Collateral (as defined in the DIP Financing Agreements), including, without limitation:

All: (a) Accounts, (b) Chattel Paper, (c) Commercial Tort Claims (d) Deposit Accounts, (e) Documents, (f) Equipment, (g) Fixtures, (h) General Intangibles (including Payment Intangibles), (i) Goods, (j) Instruments, (k) Inventory, (l) Investment Property, (m) Letter-of-Credit Rights, (n) Software, (o) Supporting Obligations, (p) money, policies and certificates of insurance, deposits, cash, or other property, (q) all real estates, including, without limitation, any Mortgaged Property, (r) all books, records, and information relating to any of the foregoing ((a) through (q)) and/or to the operation of any Debtors' business, and all rights of access to such books, records, and information, and all property in which such books, records, and information are stored, recorded and maintained, (s) all insurance proceeds, refunds, and premium rebates, including, without limitation, proceeds of fire and credit insurance (whether any of such proceeds, refunds, and premium rebates arise out of any of the foregoing (a) through (r) or otherwise), (t) all liens, guaranties, rights, remedies, and privileges pertaining to any of the foregoing ((a) through (s)), including the right of stoppage in transit, and (u) any of the foregoing, whether now owned or now due, or in which any Debtors has an interest, or hereafter acquired, arising, or to become due, or in which any Debtors obtains an interest, and all products, Proceeds, substitutions, and Accessions of or to any of the foregoing; provided, however, that the liens granted herein shall not interfere with any rights held by a landlord to assert a claim for insurance proceeds for damage to a landlord's property;

(b) Proceeds realized upon the sale, disposition and/or termination of any Lease(s), but not the Leases themselves, whether or not so perfected prior to the Petition Date; provided, however, the DIP Collateral shall not include the Debtors' Leases solely to the extent that the grant of a DIP Lien is prohibited or restricted by the terms of such real property lease or applicable non-bankruptcy law to attach to any such real property lease;

(c) The proceeds or property recovered, by settlement or otherwise, in respect of claims and causes of action to which the Debtors may be entitled to assert by reason of any avoidance or other power vested in or on behalf of the Debtors or the estates of the Debtors under chapter 5 of the Bankruptcy Code (the "***Bankruptcy Recoveries***");

(e) Any recoveries, by settlement or otherwise, in respect of D&O Claims, including in respect to any proceeds recovered under any applicable insurance policies; and

(f) Any residual cash held in any escrow or other Carveout Reserve Account of the Debtors in respect of fees and expenses of Case Professionals and for Statutory Fees as provided for in the Approved Budget and this Final Order.

F. <u>DIP Lien Priority</u>

8. The DIP Liens to be created and granted to the DIP Lender, as provided herein, are:

(a) created pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code,

(b) other than as set forth in clause (c) below, first, valid, prior, perfected, unavoidable, and superior to any security, mortgage, or collateral interest or Lien or claim to the DIP Collateral, and

(c) subject only to (i) the Carve Out, (ii) the Permitted Prior Liens, and (iii) the warehouseman liens as set forth in and governed by that certain *Stipulation and Consent Order Approving Settlement and Critical Vendor Treatment by and between the Debtors and Traffic Tech, Inc.*, dated May 28, 2024 [D.R. No. 123].

Except as expressly set forth in this Final Order and subject to the Carve Out, the DIP Liens shall secure all DIP Obligations and the proceeds of the DIP Collateral shall be applied in the same order and priority set forth in the DIP Credit Agreement, subject to the terms of this Final Order. The DIP Liens shall not be made subject to or *pari passu* with any Lien or security interest by any court order heretofore or hereafter entered in the Chapter 11 Cases (other than Permitted Prior Liens) and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of the Chapter 11 Cases to a case(s) under chapter 7 of the Bankruptcy Code, or in any other proceedings related to any of the foregoing (each a "***Successor Case***"), and/or upon the dismissal of the Chapter 11 Cases. The DIP Liens shall not be subject to sections 510(c), 549, 550, or 551 of the Bankruptcy Code.

G. <u>Enforceable Obligations</u>

9. The DIP Financing Agreements shall constitute and evidence the valid and binding obligations of the Debtors, and shall be enforceable against the Debtors, their estates, and any successors thereto, and their creditors in accordance with their terms.

H. <u>Protection of the DIP Lender and Other Rights</u>

10. From and after the Petition Date, the Debtors shall use the proceeds of the extensions of credit under the DIP Facility only for the purposes specifically set forth in the DIP Financing Agreements and this Final Order, in compliance with and as limited by the Approved Budget (subject to any variances thereto permitted under the terms and conditions of the DIP Credit Agreement).

11. Upon the disposition of DIP Collateral and/or Prepetition Collateral, other than with respect to the sale of Inventory in the ordinary course of business (each such transaction a "***Sale***"), any such DIP Collateral and/or Prepetition Collateral shall be sold free and clear of the Prepetition Liens, the Adequate Protection Liens (as defined below), and the DIP Liens; <u>provided</u>, <u>however</u>, that such Prepetition Liens, Adequate Protection Liens, and DIP Liens shall attach to the proceeds of any such Sale ("***Sale Proceeds***") to the same extent, validity and priority as such Liens attached to the Prepetition Collateral and/or the DIP Collateral, respectively. Any such Sale Proceeds shall be promptly paid at closing on such Sale(s) (including if such Sale constitutes a DIP Maturity Event): <u>first</u>, to fund the Carve Out; <u>second</u>, to the DIP Lender for application to the allowed DIP Obligations in accordance with the terms of the DIP Credit Agreement; <u>third</u> after payment in full of the DIP Obligations, to the Debtors.

12. Subject to the terms of the Bidding Procedures, the Debtors shall keep the DIP Lender and Prepetition Lender fully informed of the Debtors' efforts to consummate a Sale(s) and any other sales of equity interests and/or assets of the Debtors after the Petition Date, and without limiting the generality of the foregoing, the Debtors shall (A) promptly provide to the DIP Lender and Prepetition Lender copies of all offers for the purchase of any asset(s) and/or equity interests of any of the Debtors and copies of all bids from any liquidator(s), (B) provide, no less frequently than weekly, status updates on the Debtors' efforts to consummate a Sale(s) and/or any other sales, and (C) promptly advise the DIP Lender and Prepetition Lender of any expressions of interest in any or all of the Debtors' assets and/or equity interests.

13. In connection with any sale or other dispositions of any assets of the Debtors, the DIP Lender may seek to credit bid some or all of its allowed claims for the DIP Collateral (each a "***Credit Bid***") pursuant to section 363(k) of the Bankruptcy Code. A Credit Bid may be applied only to reduce the cash consideration with respect to those assets in which the DIP Lender submitting such Credit Bid holds a security interest on a dollar-for-dollar basis up to the full amount of the DIP Lender's claims. In all such instances, the DIP Lender shall be considered a "Qualified Bidder" with respect to its right to acquire all or any of the assets by Credit Bid; provided that the ability of the DIP Lender to credit bid all or any portion of the DIP Lender's claims for all or any portion of the DIP Collateral shall be subject to the payment in full in cash of any claims secured by Permitted Prior Liens.

I. Access to Records; Reporting

14. In addition to, and without limiting, whatever rights to access the Prepetition Lender has under the Prepetition Financing Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall permit representatives, agents, and employees of the DIP Lender and Prepetition Lender: (i) to have access to and inspect the Debtors' properties, (ii) to examine the Debtors' books and records, (iii) to discuss the Debtors' affairs, finances, and condition with the Debtors' officers and financial advisors, and (iv) otherwise to have the full reasonable cooperation of the Debtors with respect to access to records. In addition, the Debtors shall provide to the Prepetition Lender and the Committee all of the financial, collateral, and related reporting required under the DIP Financing Agreements as and when provided to the DIP Lender under the DIP Credit Agreement.

J. Superpriority Administrative Claim Status

15. Subject to the Carve Out, all DIP Obligations shall constitute an allowed superpriority administrative expense claim (the "***DIP Superpriority Claim***" and, together with the DIP Liens, collectively, the "***DIP Protections***") with priority in the Chapter 11 Cases under sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtors and their estates, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in, arising, or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114 of the Bankruptcy Code, and, upon entry of the Final Order, sections 506(c)

and 552(b) of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment Lien or other non-consensual Lien, levy or attachment.

16. Other than the Carve Out, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in the Chapter 11 Cases, or in any Successor Case, and no priority claims are, or will be, senior to, prior to, or on a parity with the DIP Protections or the DIP Obligations or with any other claims of the DIP Lender arising hereunder. The DIP Superpriority Claim shall be junior in right of payment to the Carve Out.

II.

Post-petition Lien Perfection

17. This Final Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, security agreement, notice of Lien or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or securities account control agreement) to validate or perfect the DIP Liens or to entitle the DIP Liens to the priorities granted herein.

18. Notwithstanding the foregoing, the DIP Lender may, in its discretion, file such financing statements, deeds of trust, mortgages, security agreements, notices of Liens, and other similar instruments and documents to evidence, confirm, validate, or perfect, or to ensure the contemplated priority of, the DIP Liens granted pursuant hereto, and is hereby granted relief from the automatic stay of section 362 of

the Bankruptcy Code in order to do so, and all such financing statements, deeds of trust, mortgages, security agreements, notices of Liens and other similar instruments and documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of the Chapter 11 Cases.

19. The Debtors shall execute and deliver to the DIP Lender all such financing statements, deeds of trust, mortgages, security agreements, notices of Liens and other similar instruments and documents as the DIP Lender may reasonably request to evidence, confirm, validate, or perfect, or to ensure the contemplated priority of, the DIP Liens granted pursuant hereto.

20. The DIP Lender, in its sole discretion, may file a photocopy of the entered, docketed version of this Final Order as a financing statement with any recording office designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any of the Debtors has real or personal property, and in such event, the subject filing or recording office shall be authorized to file or record such copy of this Final Order.

21. The DIP Lender shall, in addition to the rights granted to it under the DIP Financing Agreements, be deemed to be have co-equal rights with the Prepetition Lender and succeed to the rights of the Prepetition Lender with respect to all mortgages, security agreements, control agreements, and third party notifications in connection with the Prepetition Financing Documents, all prepetition collateral access agreements, and all other agreements with third parties (including any agreement with a customs broker, freight forwarder, or credit card processor) relating to, or waiving claims against, any Prepetition Collateral and/or DIP Collateral, including, without limitation, each collateral access agreement duly executed and delivered by any landlord of any Debtors and including, for the avoidance

of doubt, all deposit account control agreements, securities account control agreements, and credit card agreements.

22. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to:

(a) permit the Debtors to grant the DIP Liens, and to incur all liabilities and obligations to the DIP Lender under the DIP Financing Agreements, the DIP Facility, and this Final Order, and

(b) authorize the DIP Lender to retain and apply payments hereunder as provided by the DIP Financing Agreements and this Final Order.

III.

AUTHORIZATION FOR USE OF CASH COLLATERAL

23. Pursuant to the terms and conditions of this Final Order, the DIP Credit Agreement, and the other DIP Financing Agreements, and in accordance with and as may be limited by the Approved Budget (subject to any variances thereto permitted under the terms and conditions of the DIP Credit Agreement), the Debtors are authorized to use Cash Collateral during the Final Period (and terminating upon notice being provided by the DIP Lender to the Debtors that a DIP Termination Event has occurred and is continuing, subject to the terms of this Final Order), with any and all such Cash Collateral being available to the Debtors to satisfy obligations arising under and/or consistent with the Approved Budget and such other orders of the Court that may be entered upon consent of the DIP Lender.

24. In the event the Final Roll-Up is partially or fully invalidated pursuant to the final successful adjudication of a Challenge Proceeding, as adequate protection for any diminution in the value

of the interests of the Prepetition Lender in the Prepetition Collateral (including Cash Collateral) on account of the granting of the DIP Liens and the incurrence of the DIP Obligations, the subordination to the Carve Out, and the Debtors' use of Cash Collateral, and any other diminution in value arising out of the imposition of the automatic stay or the Debtors' use, sale, depreciation, or disposition of the Prepetition Collateral and Cash Collateral during the pendency of these Chapter 11 Cases (collectively, "***Diminution in Value***"), the Prepetition Lender shall receive adequate protection as follows (collectively, "***Adequate Protection Obligations***"):

(a) **Adequate Protection Liens**. Pursuant to sections 361 and 363(e) of the Bankruptcy Code, and solely to the extent of the Diminution in Value of the interests of the Prepetition Lender in the Prepetition Collateral (including Cash Collateral), the Prepetition Lender shall have, subject to the terms and conditions set forth below, valid, perfected, and enforceable additional and replacement security interests and Liens in the DIP Collateral (the "***Adequate Protection Liens***") which shall be junior only to the Carve Out, the DIP Liens securing the DIP Obligations, and Permitted Prior Liens.

(b) **Adequate Protection Superpriority Claim**. Solely to the extent of the Diminution in Value of the interests of the Prepetition Lender in the Prepetition Collateral, the Prepetition Lender shall have an allowed superpriority administrative expense claim (the "***Adequate Protection Superpriority Claim***") which shall have priority (except with respect to (i) the Carve Out and (ii) the DIP Superpriority Claim), in the Chapter 11 Cases under sections 503(b) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtors and the Estates, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 552, 726, 1113 and 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment Lien or other non-consensual Lien, levy, or attachment.

Other than the DIP Liens, the DIP Superpriority Claim, and the Carve Out, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330 and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in the Chapter 11 Cases, or in any Successor Case, will be senior to, prior to, or on parity with the Adequate Protection Obligations.

For the avoidance of doubt, the rights of all parties in interest, including the Committee, concerning whether Diminution in Value has occurred and the extent and/or amount of such Diminution in Value, are hereby expressly reserved.

IV.

RESERVATION OF CERTAIN THIRD-PARTY
RIGHTS AND BAR OF CHALLENGES AND CLAIMS

25. Nothing in this Final Order, the DIP Credit Agreement, or the other DIP Financing Agreements shall prejudice whatever rights any Committee or any other party-in-interest (other than the Debtors) with requisite standing that has been sought and granted by this Court may have to bring an adversary proceeding, cause of action, objection, claim, defense, or other challenge against any one or more of the Prepetition Lender, the Prepetition Debt and/or the Prepetition Liens (collectively, a "***Challenge Proceeding***"), including, but not limited to, any of the following:

(a) In the case of the Prepetition Lender, an objection to or challenge of the Debtors' Stipulations set forth in Paragraphs F(1) through F(7), including (i) the validity, extent, perfection, or priority of the security interests and Prepetition Liens of the Prepetition Lender in and to the Prepetition Collateral, or (ii) the validity, allowability, priority, status, or amount of the Prepetition Debt, or

(b) a suit against the Prepetition Lender in connection with or related to the Prepetition Debt and/or Prepetition Liens, or the actions or inactions of the Prepetition Lender arising out of or related to the Prepetition Debt and/or Prepetition Liens;

provided however, that any Committee or any other party-in-interest with requisite standing that has been sought and granted by this Court must commence a Challenge Proceeding asserting such objection or challenge, including, without limitation, any claim against the Prepetition Lender in the nature of a setoff, counterclaim, or defense to the Prepetition Debt and/or Prepetition Liens (including, but not limited to, those under sections 506, 544, 548, 548, 549, 550, and/or 552 of the Bankruptcy Code), by the later of (i) for any Committee, July 30, 2024, (ii) for any party-in-interest other than an official Committee, July 9, 2024, or (iii) with respect to a chapter 11 trustee appointed in the Chapter 11 Cases, or any chapter 7 trustee appointed in a Successor Case, prior to the expiration of the periods set forth in subsections (i) and (ii) above, no later than the date that is the later of (A) fourteen (14) days after the appointment of such trustee, or such other time as determined by the Court after motion and hearing, or (B) the expiration of the time periods set forth in the foregoing subsections (i) and (ii) above (the later of (i), (ii) or (iii) the "***Challenge Period***"), and in the event that no Challenge Proceeding has been commenced during the Challenge Period the date that is the last calendar day of the Challenge Period shall be referred to as the "***Challenge Period Termination Date***"). The failure of any Committee or other third party who desires to investigate either (i) the validity, extent, perfection, or priority of the security interests and Prepetition Liens in and to the Prepetition Collateral, or (ii) the validity, allowability, priority, status, or amount of the Prepetition Debt, to make a formal written request to the Prepetition Lender for information validating such prepetition claims and/or Liens on or before the date that is ten (10) calendar days prior to the expiration of the Challenge Period shall operate as a bar to any motion, application or other request by such party(ies) for an extension of the Challenge Period.

26. In the event a third party, including any Committee, files a motion seeking standing to commence a Challenge Proceeding (a "***Challenge Standing Motion***") in accordance with the terms of this Final Order, any such Challenge Standing Motion shall, at a minimum, include a copy of any proposed objection or adversary complaint containing a detailed description of the claims and causes of

action such party proposes to pursue. The Challenge Period shall be tolled for a period not to exceed thirty (30) days upon the filing of a Challenge Standing Motion by an interested party (including any Committee); provided, that any such tolling shall be applicable solely to the party that files the subject Challenge Standing Motion, and no such tolling shall apply to any other party.

27. The Challenge Period may only be extended (i) with the written consent of the Prepetition Lender prior to the expiration of the Challenge Period, and for the avoidance of doubt, any such extension shall only apply to the specific party as to whom such extension may be granted, or (ii) by further order of the Court after motion and a hearing on not less than five (5) business days' written notice to the Prepetition Lender. The rights of the Prepetition Lender to oppose any such timely filed Challenge Standing Motion are fully preserved and reserved hereby, and nothing contained herein shall be construed as consent by the Prepetition Lender to any such extension or standing request. If upon consideration of the applicable Challenge Standing Motion the Court grants the moving party standing to commence and prosecute a Challenge Proceeding, the Challenge Period shall be deemed to have been automatically extended until the date that is the later of (x) two (2) business days after the grant of such standing, or (y) such other date as may be fixed by the Court in any order granting such standing. If upon consideration of the applicable Challenge Standing Motion the Court denies a grant of standing, the Challenge Period shall be deemed to have automatically and irrevocably expired effective as of such date.

28. For the avoidance of doubt, nothing in this Final Order vests or confers on any Person (as defined in the Bankruptcy Code), including any Committee, standing or authority to pursue any cause of

action belonging to the Debtors or their estates, including, without limitation, any Challenge Proceeding with respect to the Prepetition Financing Documents, the Prepetition Debt, and/or the Prepetition Liens.

29. Only those parties in interest who commence a Challenge Proceeding on or prior to the expiration of the Challenge Period may prosecute such Challenge Proceeding. As to (x) any parties in interest, including the Committee, who fail to file a Challenge Proceeding on or prior to the expiration of the Challenge Period, or if any such Challenge Proceeding is filed and overruled or otherwise finally resolved or adjudicated in favor of the Prepetition Lender, or (y) any and all matters that are not expressly the subject of a timely Challenge Proceeding: (1) any and all such challenges by any party (including, without limitation, the Committee, any chapter 11 trustee, any examiner or any other estates representative appointed in the Debtors' Chapter 11 Cases, or a chapter 7 trustee, any examiner or any other estates representative appointed in a Successor Case), ***shall be deemed to be forever waived and barred***, (2) all of the findings, Debtors' Stipulations, waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the claims, liens, and interests of the Prepetition Lender shall be of full force and effect and forever binding upon the Debtors' estates and all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Case, and (3) any and all claims or causes of action against the Prepetition Lender relating in any way to the Prepetition Financing Documents, Prepetition Debt, and Prepetition Liens, shall be deemed to have been released by the Debtors' estates, all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Case.

30. Notwithstanding anything to the contrary herein, the Prepetition Lender stipulates and agrees that the Prepetition Lender will not raise as a defense in connection with any Challenge brought by the Committee or any party in interest the ability of creditors to file derivative suits on behalf of limited liability companies under any applicable limited liability company statute. Upon a successful Challenge Proceeding brought pursuant to this Final Order, including, but not limited to, a Challenge Proceeding to the Final Roll-Up granted pursuant to this Final Order, the Court may fashion an appropriate remedy. To the extent any such Challenge Proceeding is commenced, the Prepetition Lender shall be entitled to include the costs and expenses, including, but not limited to, reasonable and documented attorneys' fees and disbursements, incurred in responding to any inquiry, producing documents and/or witnesses in response to formal or informal discovery requests, or otherwise defending the objection or complaint, as part of the Prepetition Debt and Prepetition Liens of the Prepetition Lender to the extent permitted pursuant to the applicable Prepetition Financing Documents. To the extent any such inquiry or discovery is undertaken or any such objection or complaint is filed (or as part of any agreed upon resolution thereof), the Prepetition Lender shall be entitled to include such costs and expenses, including, but not limited to, reasonable and documented attorneys' fees incurred in responding to the inquiry or discovery or in defending the objection or complaint, as part of such party's prepetition claim which shall be reimbursed by the Debtors. The Debtors shall remain liable to the Prepetition Lender for all unpaid Prepetition Indemnity Obligations to the extent permitted pursuant to the applicable Prepetition Financing Documents.

V.

CARVE OUT AND PAYMENT OF PROFESSIONALS.

31. Carve Out.

(a) Subject to the terms and conditions contained in this Paragraph 31, the DIP Liens and DIP Superpriority Claims are all subject and subordinate to payment of the following (collectively, the "***Carve Out***"):

1) All fees of each Debtor required to be paid to the Clerk of the Bankruptcy Court and any quarterly or other fees payable to the U.S. Trustee pursuant to, *inter alia*, 28 U.S.C. § 1930(a)(6), together with the statutory rate of interest, and Section 3717 of title 31 of the United States Code (collectively, the "***Statutory Fees***");

2) professional fees of, and costs and expenses incurred by, professionals or professional firms retained by the Debtors and a Committee (collectively, the "***Case Professionals***") and allowed by the Bankruptcy Court (whether such approval occurs prior to or after the occurrence of the Termination Declaration Date (defined below), the "***Allowed Professional Fees***")) in an amount not to exceed the lesser of: (x) the actual Allowed Professional Fees incurred by each such Case Professional through the Termination Declaration Date, and (y) the amount reflected in the Approved Budget for each such Case Professional, in each case, through the Termination Declaration Date (the lesser of (x) and (y) being the "***Pre-Carve Out Trigger Notice Cap***");[5]

3) the allowed professional fees and costs and expenses incurred by Case Professionals incurred after the occurrence of the Termination Declaration Date in an aggregate amount not to exceed $150,000 ("***Post-Carve Out Trigger Notice Cap***"); and

[5] For the avoidance of doubt, to the extent that a particular Case Professional is over-budget during any measurement period, it shall be entitled to offset such budget overage with any amounts such Case Professional is under-budget in prior or subsequent periods prior to the delivery of a Carve Out Trigger Notice; and to the extent a particular Case Professional is under-budget during any measurement period, it shall be entitled to carry-over such budget excess with any amounts such Case Professional is over-budget in any subsequent periods prior to the delivery of a Carve Out Trigger Notice.

4) for the reasonable fees and expenses incurred by any Chapter 7 trustee appointed by the Court under section 726(b) of the Bankruptcy Code, not to exceed $50,000 in the aggregate;

For purposes of the foregoing, "***Carve Out Trigger Notice***" shall mean a written notice delivered by the DIP Lender (which delivery may be by email or other electronic means) to counsel to the Debtors, counsel to the Committee, and the U.S. Trustee, which notice (a) may be delivered following the occurrence of a DIP Termination Event (as defined below), and (b) must be delivered following either (i) the sale of all or substantially all of the Debtors' assets, or (ii) payment in full of all DIP Obligations stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Carve Out Reserves.

1) The Debtors shall maintain a separate account for the payment of Statutory Fees and Allowed Professional Fees (the "***Carve Out Reserve Account***") which account shall be funded by the Debtors, including through use of Cash Collateral, in accordance with the Approved Budget on a weekly basis, in advance, until the delivery of a Carve Out Trigger Notice. From funds in the Carve Out Reserve Account, the Debtors shall pay Allowed Professional Fees to the respective Case Professionals, as applicable, in compliance with any interim compensation procedures entered in the Chapter 11 Cases, in the manner set forth in this Final Order in accordance with the Approved Budget and prior to any and all other claims. For the avoidance of doubt, under no circumstances shall the Debtors pay any professional fees that have not been approved by Order of this Court, unless payment without Court Order is permissible under any interim compensation procedures order entered by this Court.

2) On the day on which a Carve Out Trigger Notice is given by the DIP Lender (the date of such delivery being the "***Termination Declaration Date***"), the Carve Out Trigger Notice shall be deemed a draw request and notice of borrowing by the Debtors under the DIP Credit Agreement in an amount equal to the sum of the amounts set forth in paragraphs 31(a)(1) and 31(a)(2) above, and shall also 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 a reserve in an amount equal to the sum of the amounts set forth in paragraphs 31(a)(1) and 31(a)(2) above (which cash amounts shall reduce, on a dollar for dollar basis, the draw requests and applicable DIP Loans pursuant to this sentence of this sub-paragraph (2)). The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such amounts set forth in paragraphs 31(a)(1) and 31(a)(2) above (the "***Pre-Carve Out Trigger Notice Reserve***") prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice shall also be deemed a draw request and notice of borrowing by the Debtors under the DIP Agreement in an amount equal to the Post-Carve Out Trigger Notice Cap, and shall also 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, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (which cash amounts shall reduce, on a dollar for dollar basis, the draw requests and applicable DIP Loans pursuant to this sentence of this paragraph (2)). The Debtors shall deposit and hold such amounts in a segregated account in trust to fund an amount equal to the Post-Carve Out Trigger Notice Cap (the "***Post-Carve Out Trigger Notice Reserve***" and, together with the Pre-Carve Out Trigger Notice Reserve, the "***Carve Out Reserves***") prior to any and all other claims.

3) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations in Paragraph 31(a)(1) first and then in Paragraph 31(a)(2) set forth above (the "***Pre-Carve Out Amounts***"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full. If the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to sub-paragraph 5, below, all remaining funds shall be distributed first to the DIP Lender on account of the DIP Obligations until indefeasibly paid in full, in cash, and thereafter to the Debtors' estates, to be distributed to the Debtors' creditors and interest holders, as and how provided for under the Bankruptcy Code or order of the Court.

4) All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in paragraphs 31(a)(3) and 31(a)(4) above (the "***Post-Carve Out Amounts***"). If the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to paragraph 5 below, all remaining funds shall be distributed first to the DIP Lender on account of the DIP Obligations until indefeasibly paid in full, in cash, and thereafter to the Debtors' estates, to be distributed to the Debtors' creditors and interest holders, as and how provided for under the Bankruptcy Code or order of the Court.

5) Notwithstanding anything to the contrary in the DIP Financing Agreements or this Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this Paragraph 31, then, any excess funds in the Carve Out Reserves following the payment of the Pre-Carve Out Trigger Amounts and Post-Carve Out Trigger Amounts, respectively, shall be used to

fund the other Carve Out Reserve, up to the applicable amount set forth in this Paragraph 31, prior to making any payments to the DIP Lender, or any of the Debtors' other creditors, as applicable.

6) Notwithstanding anything to the contrary in the DIP Documents or this Final Order, following delivery of a Carve Out Trigger Notice, the DIP Lender shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Lender for application in accordance with the DIP Credit Agreement and this Final Order.

7) Notwithstanding anything to the contrary in this Final Order, (i) the failure of the monies in the Carve Out Reserves (once funded in the amounts provided in this Paragraph 31) to satisfy in full the Statutory Fees and Allowed Professional Fees shall not affect the priority of the Carve Out, and (ii) in no way shall the Approved Budget, the Carve Out, the Pre-Carve Out Trigger Cap, the Post-Carve Out Trigger Notice Cap, or any of the foregoing be construed as a cap or limitation on the amount of the Statutory Fees or the Allowed Professional Fees due and payable by the Debtors. Any fees and/or expenses in excess of budgeted amounts incurred by any Case Professional and allowed by the Court under sections 328, 330, 331, and/or 503(b) of the Bankruptcy Code shall constitute administrative expenses payable under any chapter 11 plan. For the avoidance of doubt and notwithstanding anything to the contrary herein or in a Final Order, or the DIP Financing Agreements, the Carve Out shall be senior to all liens and claims securing the DIP Collateral and the DIP Superpriority Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations.

(c) Except as provided herein, the Carve Out shall exclude, and no proceeds of the DIP Facility, DIP Collateral, including any Cash Collateral, shall be used to pay, any fees and expenses (x) incurred in connection with the investigation, assertion or joinder in any Challenge Proceeding or any other claim, counterclaim, action, proceeding, application, motion, objection, defenses or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief (A) invalidating, setting aside, avoiding, or subordinating, in whole or in part, (i) the DIP Obligations, (ii) the DIP Protections, (iii) the Adequate Protection Obligations; (iv) the Prepetition Debt, or (v) the Prepetition Liens, or (B) preventing, hindering, or delaying, whether directly or indirectly, the DIP Lender' assertion or enforcement of the DIP Liens and security interests, or its efforts to realize upon any DIP Collateral; provided, however, that such exclusion does not encompass any investigative work conducted by the Case Professionals retained by a Committee, but only up to $75,000.00 of the Carve Out may be used for such investigative work.

(d) Nothing herein, including the inclusion of line items in the Approved Budget for Case Professionals, shall be construed as consent to the allowance of any particular professional fees or expenses of the Debtors, of any Committee, or of any other person or shall affect the right of the DIP Lender, the U.S. Trustee, or any other party in interest, to object to the allowance and payment of such fees and expenses. Furthermore, nothing in this Final Order or otherwise shall be construed: (i) to obligate the DIP Lender in any way to pay compensation to or to reimburse expenses of any Case Professional, or to guarantee that the Debtors has sufficient funds to pay such compensation or reimbursement; or (ii) to increase the Carve Out if allowed fees and/or disbursements, other than

Statutory Fees, are higher in fact than the amounts subject to the Carve Out as set forth in this Final Order.

VI.

MATURITY; DIP TERMINATION EVENTS; REMEDIES

A. Maturity

32. All DIP Obligations shall be due and payable on the date that is the earliest to occur of any of the following (each, a "***DIP Maturity Event***"):

(a) November 10, 2024; or

(b) the occurrence of a DIP Termination Event.

33. Unless and until the DIP Obligations have been irrevocably repaid in full in cash (or other arrangements for payment of the DIP Obligations satisfactory to the DIP Lender, in its sole and exclusive discretion, have been made) and all DIP Facility commitments have been irrevocably terminated, the protections afforded to the DIP Lender pursuant to this Final Order and under the DIP Financing Agreements, and any actions taken pursuant thereto, shall survive the entry of any order confirming any plan or reorganization or liquidation or converting the Chapter 11 Cases into a Successor Case, and the DIP Protections and Adequate Protection Obligations shall continue in the Chapter 11 Cases and in any Successor Case, and such DIP Protections and Adequate Protection Obligations shall maintain their respective priorities as provided by this Final Order.

B. DIP Termination Events

34. All DIP Obligations shall be immediately due and payable and all authority to use the proceeds of the DIP Facility and to use Cash Collateral shall cease on the date that is the earliest to occur of any of the following (the earliest such date, herein defined as the "***Termination Date***"):

(i) the entry of an order of this Court terminating the right of the Debtors to use Cash Collateral;

(ii) the dismissal of the Chapter 11 Cases, or the conversion of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(iii) the appointment in the Chapter 11 Cases of a trustee or an examiner with expanded powers;

(iv) this Final Order shall cease, for any reason, to be in full force and effect, or the Debtors shall so assert in any motion filed with the Bankruptcy Court, or any liens or claims created in favor of the DIP Lender under this Final Order shall cease to be enforceable and of the same effect and priority purported to be created hereby, or the Debtors shall so assert in any motion filed with the Bankruptcy Court;

(v) the filing by any interested party of any Challenge Proceeding with respect to the extent, validity, enforceability, priority, perfection and/or non-avoidability of the Prepetition Debt or the Prepetition Liens upon the Prepetition Collateral;

(vi) an order of this Court shall be entered reversing, staying, vacating or otherwise modifying this Final Order or any provision contained herein without the prior written consent of the DIP Lender;

(vii) the actual amount of (a) "Cash Receipts" (or similar term); (b) "Total Cash Disbursements" (or similar term); and (c) "Professional Fees" (or similar term) during any week deviates beyond the Permitted Variance as set forth in the DIP Credit Agreement from the amounts set forth in the Approved Budget for such week, without, in each instance, the prior written consent of the DIP Lender;

(viii) any material misrepresentation by the Debtors in the financial reporting or certifications to be provided by the Debtors to the DIP Lender under the DIP Credit Agreement and/or this Final Order;

(ix) without the prior written consent of the DIP Lender, the Debtors propose or support any plan of reorganization or sale of all or substantially all the Debtors' assets or entry of any order confirming any such plan or sale that is not conditioned on the payment in full in cash, on the effective date of such plan or sale, of all DIP Obligations;

(x) the Debtors fail to provide any additional adequate protection ordered by the Court and such failure shall continue unremedied for more than three (3) business days after written notice thereof;

(xi) without the prior written consent of the DIP Lender, the Debtors fail to satisfy any Milestone (as defined in the DIP Credit Agreement);

(xii) without the prior written consent of the DIP Lender, the obtaining after the Petition Date of credit or the incurring of indebtedness that is (A) secured by a security interest, mortgage or other lien on all or any portion of the DIP Collateral that is equal or senior to any security interest, mortgage or other lien of the DIP Lender, or (B) entitled to priority administrative status which is equal or senior to that granted to the DIP Lender herein, including, without limitation, the DIP Superpriority Claims;

(xiii) without the prior written consent of the DIP Lender, the entry of an order by the Court granting relief from or modifying the automatic stay of section 362 of the Bankruptcy Code (A) to allow any creditor to execute upon or enforce a lien on or security interest in any DIP Collateral that is senior to any liens or security interests of the DIP Lender having a value greater than $10,000, or (B) the granting (whether voluntary or involuntary) of any lien on any DIP Collateral to any state or local environmental or regulatory agency or authority that is senior to any liens or security interests of the DIP Lender;

(xiv) without the prior written consent of the DIP Lender, the return by the Debtors of more than $25,000 of the Debtors' inventory pursuant to section 546(h) of the Bankruptcy Code;

(xv) the Debtors' failure to perform, in any respect, any of their material obligations under the DIP Credit Agreement and/or this Final Order, and/or the occurrence of an "Event of Default" under and as defined in the DIP Credit Agreement;

(xvi) without the prior written consent of the DIP Lender, the Debtors, or any party claiming by, through or under the Debtors, files a motion or other action seeking to surcharge the DIP Collateral under section 506(c) of the Bankruptcy Code; or

(xvii) the Debtors' failure to indefeasibly pay in full in cash all DIP Obligations on or prior to the occurrence of a DIP Maturity Event;

(each of the forgoing, a "***DIP Termination Event***").

C. Rights and Remedies Upon DIP Termination Event

35. Subject to the terms of the DIP Credit Agreement, immediately upon the occurrence and during the continuation of a DIP Termination Event, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Final Order, subject to the Remedies Notice Period, the DIP Lender may declare in writing (any such declaration shall be referred to herein as a "***DIP Termination Notice***"), in each case given to each of (v) the Debtors, (w) counsel to the Debtors, (x) counsel to the Prepetition Lender, (y) counsel for the Committee, and (z) the U.S. Trustee, that:

(a) any obligation otherwise imposed on the DIP Lender to provide any loan or advance to the Debtors pursuant to the DIP Facility shall be suspended, and any loan or advance made thereafter shall be made by the DIP Lender in its sole and exclusive discretion;

(b) the Debtors shall continue to deliver and cause the delivery of the proceeds of the DIP Collateral to the DIP Lender as provided in this Final Order and in the DIP Credit Agreement;

(c) the DIP Lender shall continue to apply such proceeds in accordance with the provisions of this Final Order and the DIP Credit Agreement; and

(d) the Debtors shall have no right to use any of such proceeds, nor any other Cash Collateral, other than towards the satisfaction of the DIP Obligations and the Carve Out, as provided in the DIP Credit Agreement and this Final Order.

36. Any automatic stay otherwise applicable to the DIP Lender is hereby modified so that five (5) business days after the issuance of the DIP Termination Notice (the "***Remedies Notice Period***"),

the DIP Lender shall be entitled to exercise its rights and remedies in accordance with the applicable DIP Financing Agreements and this Final Order to satisfy the applicable DIP Protections and Adequate Protection Obligations, subject to the Carve Out.

37. During the Remedies Notice Period, the Debtors and the Committee shall be entitled to seek an emergency hearing before this Court, with any such hearing to be held on reasonable notice to the DIP Lender given the limited duration of the Remedies Notice Period. If (x) the Debtors or any such Committee do not contest the occurrence of a DIP Termination Event and/or the right of the DIP Lender to exercise its remedies, or (y) the Debtors or any such Committee do timely contest the occurrence of a DIP Termination Event and/or the right of the DIP Lender to exercise its remedies, and unless this Court, after notice and hearing prior to the expiry of the Remedies Notice Period stays the enforcement thereof, the automatic stay, solely as to the DIP Lender shall automatically terminate at the end of the Remedies Notice Period.

38. Subject to the provisions of Paragraphs 35-37 above, upon the expiration of the Remedies Notice Period, the DIP Lender is authorized to exercise its remedies and proceed under or pursuant to the DIP Credit Agreement; except that, (A) with respect to any of the Debtors' leasehold locations, the DIP Lender's rights shall be limited to such rights (i) as may be ordered by this Court upon motion and notice to the applicable landlord with an opportunity to respond that is reasonable under the circumstances; (ii) to which the applicable landlord agrees in writing with the DIP Lender; or (iii) which the DIP Lender has under applicable non-bankruptcy law.

39. In furtherance of the foregoing, upon and after the declaration of the occurrence of a DIP Termination Event, and subject to DIP Lender obtaining relief from the automatic stay as provided for herein to enforce its rights and remedies against the DIP Collateral, in connection with a liquidation of any of the DIP Collateral, DIP Lender (or any of its employees, agents, consultants, contractors or other professionals) shall have the right, at the sole cost and expense of Debtors, to: (i) subject to the limitations in the preceding paragraph 38, enter upon, occupy and use any real or personal property, fixtures, equipment, leasehold interests or warehouse arrangements owned or leased by Debtors and (ii) use any and all trademarks, trade names, copyrights, licenses, patents or any other similar assets of Debtors, which are owned by or subject to a lien of any third party and which are used by Debtors in their businesses. The DIP Lender will be responsible for the payment of any applicable fees, rentals, royalties or other amounts due such lessor, licensor or owner of such property for the period of time that the DIP Lender actually uses the equipment or the intellectual property (but in no event for any accrued and unpaid fees, rentals or other amounts due for any period prior to the date that the DIP Lender actually occupies or uses such assets or properties or for any fees, rentals or other amounts that may become due following the end of the DIP Lender's occupation or use).

40. Nothing included herein shall prejudice, impair or otherwise affect the DIP Lender's rights to seek any other or supplemental relief from the Court in respect of the Debtors, nor the DIP Lender's rights, as provided herein and in the DIP Credit Agreement, to suspend or terminate the making of loans and granting financial accommodations under the DIP Credit Agreement and the Debtors' rights to oppose same.

D. No Waiver of Remedies

41. The delay in or the failure of the DIP Lender to seek relief or otherwise exercise its rights and remedies shall not constitute a waiver of any of the DIP Lender's rights and remedies. Notwithstanding anything herein, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly or otherwise impair the rights and remedies of the DIP Lender under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the rights of the DIP Lender to: (i) request conversion of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissal of the Chapter 11 Cases, or the appointment of a trustee in the Chapter 11 Cases; (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a plan of reorganization or liquidation; or (iii) subject to section 362 of the Bankruptcy Code exercise any of the rights, claims, or privileges (whether legal, equitable, or otherwise) the DIP Lender may have.

VII.

CERTAIN LIMITING PROVISIONS

A. Section 506(c) Claims and Waiver

42. Nothing contained in this Final Order shall be deemed a consent by the DIP Lender to any charge, Lien, assessment, or claim against the DIP Collateral or the DIP Liens under section 506(c) of the Bankruptcy Code or otherwise.

43. As a further condition of the DIP Facility and any obligation of the DIP Lender to make credit extensions pursuant to the DIP Credit Agreement, the Debtors (and any successors thereto or any representatives thereof, including any trustees appointed in the Chapter 11 Cases or any Successor Case)

shall be deemed to have waived any rights or benefits of section 506(c) of the Bankruptcy Code with respect to the DIP Lender and the DIP Collateral.

B. Proceeds of Subsequent Financing

44. If at any time prior to the irrevocable repayment in full in cash of all DIP Obligations and the termination of the DIP Lender's obligations to make loans and advances under the DIP Facility, the Debtors, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed, shall obtain credit or incur debt pursuant to sections 364(c)(1) or 364(d) of the Bankruptcy Code, then all of the cash proceeds derived from such credit or debt and all Cash Collateral shall immediately be turned over first, to the DIP Lender to be applied in reduction of the DIP Obligations until paid in full, and second, to the Debtors to be used in accordance with and subject to the Approved Budget (subject to any variances thereto permitted under the terms and conditions of the DIP Credit Agreement).

C. No Priming of DIP Facility

45. In entering into the DIP Financing Agreements, and as consideration therefor, the Debtors hereby agree that until such time as all DIP Obligations have been irrevocably paid in full in cash (or other arrangements for payment of thereof satisfactory to the DIP Lender, in its sole and exclusive discretion, have been made) and the DIP Credit Agreement has been terminated in accordance with the terms thereof, the Debtors shall not (unless otherwise agreed to by the DIP Lender, in its sole discretion) in any way prime or seek to prime the security interests and DIP Liens provided to the DIP

Lender under this Final Order by offering a subsequent lender or a party-in-interest a superior or *pari passu* Lien or claim pursuant to section 364(d) of the Bankruptcy Code or otherwise.

VIII.

Other Rights and Obligations

A. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Final Order

46. Based on the findings set forth in this Final Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility contemplated by this Final Order, in the event any or all of the provisions of this Final Order are hereafter modified, amended, or vacated by a subsequent order of this or any other court, the DIP Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code and, no such appeal, modification, amendment, or vacation shall affect the validity and enforceability of any advances made hereunder or the Liens or priority authorized or created hereby.

47. Notwithstanding any modification, amendment, or vacation of any or all of the provisions of this Final Order, any claim or protection granted to the DIP Lender hereunder arising prior to the effective date of such modification, amendment, or vacation of any such claim or protection granted to the DIP Lender shall be governed in all respects by the original provisions of this Final Order, and the DIP Lender shall be entitled to all of the rights, remedies, privileges, and benefits, including the DIP Protections granted herein, with respect to any such claim, including those found under section 364(e) of the Bankruptcy Code.

B. DIP Lender's and Prepetition Lender's Expenses

48. All reasonable out-of-pocket costs and expenses of the DIP Lender, including, without limitation, reasonable legal, accounting, collateral examination, monitoring and appraisal fees and disbursements, financial advisory fees, fees and expenses of other consultants, indemnification and reimbursement obligations with respect to fees and expenses, and other out of pocket expenses, whether or not contained in the Approved Budget and without limitation with respect to the dollar estimates contained in the Approved Budget (provided, however, that such overages shall not weigh against the Debtors in any testing related to compliance with the Approved Budget), shall promptly be paid by the Debtors. Payment of such fees shall not be subject to allowance by this Court; provided, however, the Debtors, the U.S. Trustee, or counsel for the Committee may seek a determination by this Court whether such fees and expenses are reasonable in the manner set forth below. Under no circumstances shall professionals for the DIP Lender be required to comply with the Bankruptcy Court's fee guidelines; provided, however, the Debtors shall provide to the U.S. Trustee and the Committee a copy of any invoices received from the DIP Lender for professional fees and expenses during the pendency of the Chapter 11 Cases. Each such invoice shall be sufficiently detailed to enable a determination as to the reasonableness of such fees and expenses (without limiting the right of the various professionals to redact privileged, confidential, or sensitive information). If the Debtors, U.S. Trustee or the Committee object to the reasonableness of the invoices submitted by the DIP Lender, and the parties cannot resolve such objection within ten (10) days of receipt of such invoices, the Debtors, U.S. Trustee or such Committee, as the case may be, shall file with the Court and serve on the DIP Lender an objection (a "***Fee***

Objection") limited to the issue of reasonableness of such fees and expenses. The Debtors shall promptly pay, and/or the DIP Lender is hereby authorized to make an advance under the DIP Facility to timely pay, the submitted invoices after the expiration of the ten (10) day notice period if no Fee Objection is received in such ten (10) day period. If a Fee Objection is timely received, the Debtors shall promptly pay, and/or the DIP Lender is hereby authorized to make an advance under the DIP Facility to timely pay, the undisputed amount only of the invoice(s) that is the subject of such Fee Objection, and the Court shall have jurisdiction to determine the disputed portion of such invoice(s) if the parties are unable to resolve the Fee Objection.

C. Binding Effect

49. The provisions of this Final Order shall be binding upon and inure to the benefit of the DIP Lender, the Prepetition Lender, the Debtors, and their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors), and any Committee (subject to the provisions of Paragraphs 25-30 above), whether in the Chapter 11 Cases, in any Successor Case, or upon dismissal of any such chapter 11 or chapter 7 case.

D. No Third-Party Rights

50. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect or incidental beneficiary, other than the Debtors and the DIP Lender.

E. No Marshaling

51. The DIP Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral; provided, however, notwithstanding the foregoing provision, the DIP Lender shall use commercially reasonable efforts to first apply proceeds of the Prepetition Collateral existing as of the Petition Date to satisfy the DIP Obligations before applying proceeds of the DIP Collateral (including previously unencumbered assets of the Debtors and their estates) to satisfy the DIP Obligations.

F. Section 552(b) of the Bankruptcy Code

52. The DIP Lender shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the Debtors shall not assert that the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall apply to the DIP Lender with respect to proceeds, product, offspring, or profits of any of the DIP Collateral.

G. Amendments

53. The Debtors and the DIP Lender may amend, modify, supplement, or waive any provision of the DIP Credit Agreement without further approval of this Court, but only after notice to the Committee; provided, however, that notice of any "material" amendment, modification, supplement, or waiver shall be filed with this Court, and any Committee shall have five (5) business days from the date of such filing within which to object in writing to such proposed amendment, modification, supplement, or waiver; provided, further, that if a Committee timely objects to any material amendment, modification, supplement, or waiver, then such amendment, modification, supplement, or waiver shall only be

permitted pursuant to an order of this Court after notice and a hearing. For purposes of this Paragraph 53, a "material" amendment means: any amendment, modification, supplement, or waiver that (i) increases the interest rate (other than as a result of the imposition of the Default Rate), (ii) increases the Maximum Credit, (iii) changes the maturity date of the DIP Facility or any DIP Maturity Date to a date sooner than that which is provided under the DIP Credit Agreement and this Final Order as of the date hereof, (iv) amends any Event of Default under the DIP Credit Agreement to make same more restrictive than exists as of the date hereof, (v) revises any case or sale process milestone set forth in the DIP Credit Agreement in a manner that reduces or shortens the time periods provided for in the DIP Credit Agreement, or (vi) otherwise modifies the DIP Credit Agreement in a manner materially less favorable to the Debtors. All amendments, modifications, supplements, or waivers of any of the provisions hereof shall not be effective unless set forth in writing, signed by on behalf of the Debtors and the DIP Lender and, if required, approved by this Court.

H. <u>Waiver of Existing Events of Default</u>

54. In the event a Default or Event of Default exists under the DIP Documents or the Interim Order, as applicable, as of June 5, 2024, the DIP Lender waives any such Default or Event of Default; provided, however, any future Default or Event of Default that is directly attributable to any matters with respect to Traffic Tech for events occurring prior to June 5, 2024 shall also be deemed waived. The DIP Lender shall not seek relief or otherwise exercise its rights and remedies in connection with any of the foregoing Defaults or Event of Defaults.

I. Survival of Final Order

55. The provisions of this Final Order and any actions taken pursuant hereto shall survive entry of any order which may be entered:

(a) confirming any plan in the Chapter 11 Cases,

(b) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code,

(c) dismissing the Chapter 11 Cases,

(d) withdrawing of the reference of the Chapter 11 Cases from this Court, or

(e) providing for abstention from handling or retaining of jurisdiction of the Chapter 11 Cases in this Court.

56. The terms and provisions of this Final Order, including the DIP Protections granted pursuant to this Final Order and the DIP Financing Agreements, shall continue in full force and effect notwithstanding the entry of any order described in Paragraph 54 and such DIP Protections shall maintain their priority as provided by this Final Order until all of the DIP Obligations of the Debtors to the DIP Lender pursuant to the DIP Credit Agreement have been irrevocably paid in full in cash and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Facility which survive such discharge by their terms).

J. Inconsistency

57. In the event of any inconsistency between the terms and conditions of the DIP Credit Agreement, the other DIP Financing Agreements, the Interim Order, and this Final Order, the provisions of this Final Order shall govern and control.

K. Enforceability

58. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable on the Petition Date immediately upon execution hereof.

L. Objections Overruled

59. All objections to the DIP Motion to the extent not withdrawn or resolved, are hereby overruled.

M. Waiver of Any Applicable Stay

60. Any applicable stay (including, without limitation, under Bankruptcy Rules 4001, 6003 or 6004(h)) is hereby waived and shall not apply to this Final Order.

N. Proofs of Claim

61. The Prepetition Lender and the DIP Lender will not be required to file proofs of claim in the Chapter 11 Cases or in any Successor Case.

O. Headings

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

P. Voluntary Reduction in DIP Lender's Allowed Secured Claim

63. Upon the entry of the Final Order, the DIP Lender shall provide a one-time accommodation and reduce the DIP Obligations by $1,750,000 pursuant to the terms and conditions set forth in the DIP Credit Agreement.

Q. Releases

64. Subject to Paragraphs 25-30 above, in consideration of the DIP Lender permitting Debtors to use the Prepetition Collateral (including Cash Collateral) and providing other credit and financial accommodations to the Debtors pursuant to the provisions of the DIP Financing Agreements and this Final Order, as applicable, each Debtor, on behalf of itself and its successors and assigns, (collectively, the "***Releasors***"), shall, forever release, discharge and acquit the DIP Lender and its respective successors and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees and other representatives in their respective capacities as such and in connection with DIP Lender in its capacity as an agent or lender under the applicable Prepetition Financing Documents (collectively, the "***Prepetition Releasees***") of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every kind, nature and description, including, without limitation, any so-called "lender liability" claims or defenses, that any of the Releasors had, have or hereafter can or may have against Prepetition Releasees (or any of them) as of the date hereof, in respect of events that occurred on or prior to the date hereof with respect to the Debtors, the Prepetition Debt, the Prepetition Financing Documents, the DIP Obligations, the DIP Financing Agreements, and any loans or other financial accommodations made by the DIP Lender to the Debtors pursuant to the Prepetition Financing Documents, or the DIP Financing Agreements.

R. Power to Waive Rights; Duties to Third Parties.

65. The DIP Lender shall have the right to waive any of the terms, rights and remedies provided or acknowledged in this Final Order that are in favor of the DIP Lender (the "***Lender Rights***") and shall have no obligation or duty to any other party with respect to the exercise or enforcement, or failure to exercise or enforce, any Lender Right(s). Any waiver by the DIP Lender of any Lender Rights shall not be or constitute a continuing waiver. Any delay in or failure to exercise or enforce any Lender Right shall neither constitute a waiver of such Lender Right, subject the DIP Lender to any liability to any other party, nor cause or enable any party other than the Debtors to rely upon or in any way seek to assert as a defense to any obligation owed by the Debtors to the DIP Lender.

S. Certain Texas Taxing Authorities

66. Notwithstanding any other provisions in this Final Order or any final orders pertaining to post-petition financing or the use of cash collateral in these Chapter 11 Cases, any statutory liens on account of *ad valorem* taxes held by the Texas Taxing Entities[6] that constitute a Permitted Prior Lien shall neither be primed by nor made subordinate to any liens granted to any party hereby to the extent such statutory liens are valid, senior, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Taxing Entities are fully preserved. Furthermore, to the extent the Debtors seek to conduct store closing or similar themed sales with respect to any of the Debtors' assets located in the state of Texas (or seek to sell any other assets located in the state of Texas, including by way of an auction, as to which the Texas Taxing Entities

[6] For purposes of this Final Order, the term "Texas Taxing Authorities" shall be deemed to refer to: Bexar County; Dallas County; Harris County Emergency Service District #01; Harris County Emergency Service District #17; and Lone Star College System.

assert a lien), as adequate protection for the foregoing claims of the Texas Taxing Entities, the Debtors shall set aside the amount of $60,000 in a segregated account from the proceeds of the sale of the Debtors' assets located in its Texas stores (the "***Texas Tax Reserve***"), and the asserted liens of the Texas Taxing Entities shall attach to the Texas Tax Reserve to the same extent and with the same priority as the liens they now assert against the property of the Debtors located in its Texas stores. These funds shall be on the order of adequate protection and shall constitute neither the allowance of the claims of the Texas Taxing Entities, nor a cap on the amounts they may be entitled to receive. The funds may be distributed only upon agreement between the Texas Taxing Entities and the Debtors, with the consent of the DIP Lender, or by subsequent order of the Court, duly noticed to the Texas Taxing Entities and the DIP Lender. The claims and liens of the Texas Taxing Entities shall remain subject to any objections any party would otherwise be entitled to raise as to the priority, validity, or extent of such claims and liens.

T. Traffic Tech, Inc.

67. For the avoidance of doubt and notwithstanding any contrary language herein, nothing in this Final Order shall limit, subordinate, enjoin or impair in any manner any claims or statutory liens, including statutory liens obtained pursuant to Cal. Com. Code § 7209, asserted by Traffic Tech, Inc. ("***Traffic Tech***") and/or its affiliates with respect to any Goods (as defined in the *Stipulation and Consent Order Approving Settlement and Critical Vendor Treatment by and between the Debtors and Traffic Tech, Inc.*, dated May 28, 2024 [D.R. No. 123]) that Traffic Tech possesses or comes to possess, by agreement or otherwise, for any accrued and unpaid amounts owing by the Debtors to Traffic Tech, which lien shall not be primed by the DIP Liens. For the avoidance of doubt, the DIP Liens maintain

first lien priority over any liens related to any rejection damages claims or similar claims for amounts due for any reason other than with respect to the Goods.

U. Retention of Jurisdiction

68. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

69. The Debtors shall, within three (3) business days of the entry of this Final Order, serve a copy of this Final Order upon: (A) the U.S. Trustee, 1 Newark Ctr, Ste 21B, Newark, NJ 07102 (Attn: Fran B. Steele, Esq. and Peter J. D'Auria, Esq.); (B) counsel to the DIP Lender and the Prepetition Lender, (i) Riemer & Braunstein LLP (Attn: Anthony B. Stumbo, Esq. and Steven E. Fox, Esq.), Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036 (Email: astumbo@riemerlaw.com; sfox@riemerlaw.com); and (ii) and (ii) Mandelbaum Barrett PC, 3 Becker Farm Road, Suite 105, Roseland, NJ 07068 (Email: vroldan@mblawfirm.com); (C) counsel to the Committee, Porzio Bromberg & Newman, P.C. (Attn: Brett S. Moore, Esq., Kelly D. Curtin, Esq., Rachel A. Parisi, Esq.), 100 Southgate Parkway, Morristown New Jersey 07960 (Email: bsmoore@pbnlaw.com; kdcurtin@pbnlaw.com; raparisi@pbnlaw.com); (D) any and all parties known to the Debtors to assert a lien or security interest in any of the Prepetition Collateral and/or DIP Collateral, including, without limitation, any party that holds an asserted Permitted Prior Lien; (F) the Internal Revenue Service; (G) all appropriate state taxing authorities; (H) any landlords, owners, and/or operators of premises at which any of the Debtors' operate the Business; and (I) any other party that files a request for notices with the Court as of the date of such service.

<u>Exhibit "1"</u>

Approved Budget

Sam Ash Music Corporation
DIP Budget
(in thousands of USD)

CONFIDENTIAL - SUBJECT TO FRE 408

	Forecast 1	Forecast 2	Forecast 3	Forecast 4	Forecast 5	Forecast 6	Forecast 7	Forecast 8	Forecast 9	Forecast 10	Forecast 11	Forecast 12	Forecast 13	Forecast 14	Forecast 15	Forecast	
Week Ending Sunday	Post-Petition 5/12/2024	Post-Petition 5/19/2024	Post-Petition 5/26/2024	Post-Petition 6/2/2024	Post-Petition 6/9/2024	Post-Petition 6/16/2024	Post-Petition 6/23/2024	Post-Petition 6/30/2024	Post-Petition 7/7/2024	Post-Petition 7/14/2024	Post-Petition 7/21/2024	Post-Petition 7/28/2024	Post-Petition 8/4/2024	Post-Petition 8/11/2024	Post-Petition 8/18/2024	Winddown -	15-Week Total + Winddown
Sales																	
Sam Ash - Retail	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sam Ash - GOB	4,777	4,231	3,722	2,889	2,971	2,753	2,612	2,737	2,558	1,654	381	-	-	-	-	-	31,285
Sam Ash - E-Comm	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Samson	716	716	716	702	619	619	619	619	-	-	-	-	-	-	-	-	5,327
Other	50	50	50	8	-	-	-	48	121	145	169	-	-	-	-	-	640
Total Sales	**5,543**	**4,997**	**4,488**	**3,599**	**3,590**	**3,372**	**3,231**	**3,404**	**2,679**	**1,799**	**550**	**-**	**-**	**-**	**-**	**-**	**37,253**
Cash Flow																	
Receipts																	
Sam Ash - Retail	4,176	4,622	4,078	3,347	3,052	2,950	2,772	2,791	2,732	2,094	925	158	-	-	-	2,692	36,389
Sam Ash - E-Comm	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Samson	519	489	555	555	703	685	538	538	-	-	-	-	-	-	-	-	4,582
Sale Proceeds	-	-	-	-	-	-	-	7,500	-	-	-	-	-	-	-	-	7,500
Other	21,444	52	52	26	3	-	-	30	95	140	166	70	-	-	-	99	22,177
Total Receipts	**26,139**	**5,163**	**4,685**	**3,928**	**3,758**	**3,635**	**3,310**	**10,859**	**2,827**	**2,235**	**1,091**	**229**	**-**	**-**	**-**	**2,790**	**70,648**
Operating Disbursements																	
Merchandise Payments - Samson	-	-	-	-	-	300	-	-	-	-	-	-	-	-	-	-	300
Payroll - Stores	513	534	544	539	832	329	328	327	327	326	320	309	802	-	-	-	6,032
Payroll, 401k and Payroll Taxes - HQ + Samson	213	213	213	213	213	213	213	213	213	213	213	213	25	25	25	416	3,047
Payroll, Benefits and Payroll Taxes - Samson China	-	27	-	-	-	27	-	-	-	-	-	-	-	-	-	-	54
Advertising Expense - e-commerce and stores	25	25	25	25	25	25	-	-	-	-	-	-	-	-	-	-	150
Rent Expense, CAM and taxes	15	-	-	1,082	-	-	-	-	1,082	-	-	-	-	-	-	-	2,180
Medical / Health Insurance	75	75	75	115	101	51	51	51	91	51	51	91	83	3	3	542	1,510
Insurance	-	-	-	25	-	-	-	-	25	-	250	-	25	-	-	-	325
IT/Communications w/o utilities	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	-	225
3PL - Samson	23	23	23	23	23	23	23	23	-	-	-	-	-	-	-	-	184
Sales Commissions - Samson	-	30	8	-	-	30	8	-	-	-	-	-	-	-	-	-	76
Freight - Samson	12	12	12	12	12	12	12	12	-	-	-	-	-	-	-	-	96
Sales Tax Payable	-	-	944	-	-	-	-	1,039	-	-	-	673	-	-	440	-	3,096
Supplies- DCs	-	15	-	-	-	15	-	-	-	-	15	-	-	-	-	-	45
Credit Card Charges	-	25	-	-	-	100	-	-	-	-	100	-	-	-	-	-	225
Utilities	75	75	75	75	50	50	50	50	50	50	50	50	10	10	10	-	730
Freight	50	75	75	75	75	75	75	75	75	75	75	75	-	-	-	-	875
Car leases/allowances	-	-	-	11	-	-	-	-	11	-	-	-	11	-	-	-	33
Customs & Ocean Freight	36	36	36	-	-	-	-	-	-	-	-	-	-	-	-	-	108
Other Operating Disbursements	35	39	28	38	35	39	28	39	25	25	25	25	25	25	25	100	554
Total Operating Disbursements	**1,087**	**1,220**	**2,073**	**2,248**	**1,381**	**1,305**	**803**	**1,843**	**1,914**	**756**	**1,114**	**1,452**	**995**	**78**	**517**	**1,058**	**19,844**
Operating Cash Flow	**25,052**	**3,943**	**2,611**	**1,680**	**2,377**	**2,331**	**2,507**	**9,016**	**912**	**1,479**	**(24)**	**(1,223)**	**(995)**	**(78)**	**(517)**	**1,732**	**50,804**
Cumulative Cash Flow	**25,052**	**28,996**	**31,607**	**33,287**	**35,664**	**37,995**	**40,501**	**49,517**	**50,430**	**51,909**	**51,885**	**50,662**	**49,667**	**49,589**	**49,072**	**50,804**	
Non-Operating Disbursements																	
DIP Interest and Fees	300	-	-	221	-	-	-	-	82	-	-	-	55	-	-	-	658
Store Closure Fees	284	364	384	365	279	207	205	211	226	240	189	33	-	-	(700)	-	2,287
Professional Fees	368	175	225	205	205	205	205	205	195	170	650	170	170	170	363	-	3,681
Utility Escrow Account	-	175	-	-	-	-	-	-	-	-	-	-	-	-	(175)	-	-
Accrued Vacation	-	-	-	-	-	-	-	-	-	-	1,450	-	-	-	-	-	1,450
KERP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	350	350
503b(9) Claims	-	-	-	-	-	-	-	-	-	75	75	75	75	75	-	1,125	1,500
Stub Rent	-	-	-	-	-	-	-	-	-	75	75	75	75	75	-	1,045	1,420
D&O Tail	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Operating Disbursements	**952**	**714**	**609**	**791**	**484**	**412**	**410**	**416**	**503**	**560**	**2,439**	**353**	**375**	**320**	**(512)**	**2,520**	**11,346**
Net Cash Flow	**24,100**	**3,230**	**2,003**	**889**	**1,893**	**1,919**	**2,097**	**8,600**	**409**	**919**	**(2,463)**	**(1,576)**	**(1,370)**	**(398)**	**(5)**	**(788)**	**39,458**
Cumulative Net Cash Flow	**24,100**	**27,330**	**29,332**	**30,221**	**32,115**	**34,033**	**36,130**	**44,730**	**45,139**	**46,059**	**43,596**	**42,019**	**40,649**	**40,252**	**40,246**	**39,458**	
Debt Schedule & Cash																	
DIP Facility $ 20,000																	
Beginning Balance	-	18,725	13,819	11,816	9,178	7,284	5,365	3,269	-	-	-	-	-	-	-	-	
(+/-) Borrowing / Repayment	18,725	(4,906)	(2,003)	(889)	(1,893)	(1,919)	(2,097)	(3,269)	-	-	-	-	-	-	-	-	
(+/-) Other Adjustments	-	-	-	(1,750)	-	-	-	-	-	-	-	-	-	-	-	-	
Ending Balance	**18,725**	**13,819**	**11,816**	**9,178**	**7,284**	**5,365**	**3,269**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	
Net Borrowing Base Value	*17,881*	*15,730*	*13,963*	*11,900*	*9,760*	*7,633*	*5,521*	-	-	-	-	-	-	-	-	-	
Total Availability	**(844)**	**1,911**	**2,146**	**2,723**	**2,476**	**2,268**	**2,252**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	
ABL Facility $ 35,000																	
Beginning Balance	21,413	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(+/-) Borrowing / Repayment	(21,413)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(+/-) Other Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Ending Balance	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	
Cash Balance																	
Cash - BOP	1,836	1,677	-	-	-	-	-	-	5,331	5,741	6,660	4,197	2,620	1,251	853	848	
(+/-) Adjustments	(159)	(1,677)	-	-	-	-	-	5,331	409	919	(2,463)	(1,576)	(1,370)	(398)	(5)	(788)	
Cash - EOP	**1,677**	**-**	**-**	**-**	**-**	**-**	**-**	**5,331**	**5,741**	**6,660**	**4,197**	**2,620**	**1,251**	**853**	**848**	**60**	