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

In re:	:	Chapter 11
RUNITONETIME LLC, *et al.*,	:	Case No. 25-90191 (ARP)
Debtors.[1]	:	(Jointly Administered)

STIPULATION AND AGREED ORDER REGARDING COMMITTEE OF UNSECURED CREDITORS' CHALLENGE AND RELATED MATTERS

This stipulation and agreed order (this "**Stipulated Order**") is entered into by counsel on behalf of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**"); the Official Committee of Unsecured Creditors (the "**Committee**"); the ad hoc group of "DIP Lenders" and "Prepetition Lenders" as defined in the DIP Order[2] (the "**AHG Lenders**");[3] the DIP Agent (at the direction of the Required DIP Lenders) on behalf of the DIP Secured Parties; and the Prepetition Agent (at the direction of the Required Lenders (as defined in the Prepetition Credit Documents)) on behalf of the Prepetition Lenders, in each case in their capacities as such and regarding the Committee's right to Challenge under the DIP Order and under the MainCo Sale Order.[4]

[1] A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/RunItOneTime/. The Debtors' mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

[2] "**DIP Order**" refers to the *Final Order (I) Authorizing Postpetition Financing and Use of Cash Collateral and (II) Granting Related Relief* [Docket No. 171]. Capitalized terms used herein but not defined have the meanings given to them in the DIP Order.

[3] The ad hoc group of lenders include the lenders as identified in the verified statement pursuant to Bankruptcy Rule 2019 filed at Docket No. 38.

[4] "**MainCo Sale Order**" refers to the *Order (A) Approving the Sale of "Z Stop," Wendover City Casinos, Central City Casinos, and Certain Other Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests,*

RECITALS

A. On July 14, 2025, the Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the "**Court**").

B. On August 27, 2025, the Court entered the DIP Order, which included the right of the Committee to assert a Challenge in the manner and within the time prescribed therein.

C. On November 25, 2025, the Court entered the MainCo Sale Order pursuant to which the Court approved the DIP Secured Parties' credit bid on certain of the Debtors' tangible and intangible operating assets. Paragraph 26 of the MainCo Sale Order referenced, among other things, a settlement with the Committee (the "**Settlement**") along with the Committee's rights with respect to a Challenge. The Settlement between the DIP Secured Parties and the Committee contemplates, among other things, the establishment of a trust or other escrow arrangement to hold $1.5 million of cash (the "**GUC Cash**") and certain estate causes of action in each case for the benefit of general unsecured creditors and on terms to be mutually agreed and negotiated in good faith between the parties (such trust or other escrow arrangement, the "**GUC Trust**").

D. The parties have engaged in further discussions regarding the Challenge and the Challenge Period and agree to the terms as set forth in this Stipulated Order.

IT IS THEREFOR STIPULATED, AGREED, AND ORDERED THAT:

1. To fund a chapter 11 plan that implements the Settlement (such plan, the "**Settlement Plan**"), the Debtors will use an aggregate of $1.6 million of Cash Collateral (without duplication to amounts already in the Approved Budget, the "**Chapter 11 Process Cap**")

(B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto, and (C) Granting Related Relief [Docket No. 802].

composed of: (a) all approved but unused amounts under the Critical Vendor Order;[5] (b) unused amounts from the Debtors' professional fee budget (after paying the applicable professionals); and (c) solely to the extent necessary, to address any incremental funding need of the Chapter 11 Process Cap after application of the amounts described in clauses (a) and (b), additional contributions to be negotiated in good faith and set forth in writing (including e-mail communication) among the applicable parties, allocated as follows: (i) 50% from the DIP Secured Parties in an amount not to exceed $300,000 funded from sale proceeds pursuant to various orders approved by the Court, including (x) the PokerCo Sale Order[6] and (y) the Z Casino Sale Order;[7] and (ii) 50% from the Committee in an amount not to exceed $300,000 funded solely from the GUC Cash; provided, however, that the Debtors' professionals will not be obligated to continue providing services absent adequate assurances of fee payment. The Chapter 11 Process Cap can be amended from time to time upon the written agreement (e-mail of counsel being sufficient) of the Debtors, the Committee, and the Required DIP Lenders.

2. The parties hereby agree and acknowledge that the Required DIP Lenders have authorized the Debtors to escrow (and the Debtors have escrowed) from sale proceeds related to the closing of the Z Casino sale, as authorized by the Z Casino Sale Order (the "**Z Casino Sale**") and other Cash Collateral up to the entire Chapter 11 Process Cap, including (a) $300,000 to satisfy the DIP Secured Parties' contribution in Paragraph 1(c)(i) above, and (b) $300,000 as a

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5 "**Critical Vendor Order**" refers to the *Final Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims of (A) Critical Vendors, (B) 503(B)(9) Claimants, (C) Lien Claimants, and (D) PACA/PASA Claimants; (II) Confirming Administrative Expense Priority; (III) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (IV) Granting Related Relief* [Docket No. 108].

6 "**PokerCo Sale Order**" refers to the *Order (A) Approving the Sale of the PokerCo Assets Free and Clear of Liens, Claims, Interests, and Encumbrances; (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 490].

7 "**Z Casino Sale Order**" refers to the *Order (A) Approving the Sale of the Z Casino Assets Free and Clear of Liens, Claims, Interests, and Encumbrances; (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 754].

reallocation of restricted cash from the GUC Cash in satisfaction of the Committee's contribution in Paragraph 1(c)(ii) above. The parties acknowledge that the Required DIP Lenders have also authorized the Debtors to escrow (and the Debtors have escrowed) from proceeds of the Z Casino Sale the remaining $1.2 million constituting the sum total of the GUC Cash; provided that if the fees and expenses of the Debtors' professionals incurred through the effective date of the Settlement Plan (or such date mutually agreed between the Debtors and the Committee in writing) are less than the allocable amounts in the Approved Budget (in each case after taking into account any reallocation permitted in Paragraph 3 below and any agreed reductions), then up to $300,000 in the Carve Out Reserve Account representing such excess shall be promptly deposited into the GUC Trust to reimburse the Committee for its contribution under Paragraph 1(c)(ii) above.

3. Notwithstanding the current Approved Budget, the parties agree that the line item for "Critical Vendors & 503(b)(9)" in the current Approved Budget for the weeks ending February 1, 2026 through April 26, 2026 is reduced from approximately $1 million to $0. The Debtors are authorized to fund the Carve-Out Reserve using Cash Collateral in accordance with the Approved Budget (taking into account the "Debtor Advisor Fee Increase Amount" as defined in the Cash Collateral Stipulation[8]) and Paragraph 6(b) of the DIP Order. The parties agree that the proviso in the third sentence of Paragraph 6(b) in the DIP Order will not be effective with respect to the fees of the Estate Professionals, except as to excess allocable fees incurred on or after October 15, 2025 of and between Hunton Andrews Kurth LLP ("**Hunton**"), Latham & Watkins LLP ("**Latham**"), each as the Debtors' legal counsel, and Portage Point Partners LLC ("**Portage**") as the Debtors' financial advisor (*i.e.*, any excess allocable portion of fees of Hunton, Latham and Portage may be

8 "**Cash Collateral Stipulation**" refers to the *Stipulation and Agreed Order Regarding Debtors' Continued Use of Cash Collateral* [Docket No. 1103].

used to fund each other's fees incurred on or after October 15, 2025 but will not be used for any other purpose).

4. The parties agree that the sale transaction (the "**MainCo Sale**") authorized under the MainCo Sale Order will exclude, and is deemed to exclude, the acquisition of all estate causes of action, other than (a) Lender Claims; (b) any claims and causes of action incidental to the operation of the assets acquired pursuant to the MainCo Sale Order in the ordinary course of business (which, for the avoidance of doubt, excludes claims and causes of action against directors and officers); and (c) any other claims that may be agreed by the Committee and the Required DIP Lenders in writing.

5. Upon execution of this Stipulated Order by the parties and funding of the escrow set forth in Paragraph 2 of this Stipulated Order, the Committee agrees and acknowledges that (a) the Challenge and the Challenge Period as set forth in the DIP Order and (b) its rights under paragraphs K, AA, 4, 11, 19, 26 (except for the first, penultimate, and last sentence of that paragraph 26 each to the extent not related to or based on a Challenge), and 33 of the MainCo Sale Order are, in each case for (a) and (b), irrevocably waived, expired, terminated, and of no further force or effect. The Committee further acknowledges that the fees and expenses of its professionals exceeding the Carve-Out Reserve Account and exceeding the Approved Budget will be funded solely from the GUC Cash, unless agreed otherwise in writing by the Required DIP Lenders. For the avoidance of doubt, nothing in this Stipulated Order shall be deemed or construed as a waiver of the rights of any party in interest, including members of the Committee, to assert or defend against any claims or causes of action which may exist against any entity under the Bankruptcy Code or other applicable law, other than with respect to the Challenge as specified in this Paragraph 5.

6. The AHG Lenders, or their successors and assigns, agree to work in good faith to negotiate and pursue confirmation of the Settlement Plan that is consistent with the foregoing terms

and conditions (which may include conditioning the effective date of such plan on consummation of the MainCo Sale or such other resolution acceptable to the Required DIP Lenders), including (subject to receiving satisfactory documentation) voting in favor of the Settlement Plan. The DIP Secured Parties and Prepetition Lenders will waive recovery and distributions under a confirmed Settlement Plan from the GUC Cash or from the proceeds of any estate causes of action, except to the extent agreed by the Committee and the Required DIP Lenders in writing. Nothing in this Stipulated Order shall be deemed or construed as (a) a requirement on any party to provide financial accommodations or (b) a waiver of the rights of any party in interest under the DIP Order or the DIP Credit Agreement, other than with respect to the Challenge as specified in Paragraph 5.

7. Except as otherwise provided herein, this Stipulated Order shall not be modified, altered, amended or vacated without the written consent of all parties or by further order of the Court. This Stipulated Order will be binding on the Debtors, the Debtors' estates, the Committee, the DIP Secured Parties, the Prepetition Secured Parties, and each of their respective successors and assigns (including any chapter 7 trustee or any chapter 7 trustee asserting the rights of the Committee).

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulated Order.

Signed: May 19, 2026

Alfredo R Pérez
United States Bankruptcy Judge

Dated May 18, 2026
AGREED BY:

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