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

In re:	Chapter 11
PLENTY UNLIMITED TEXAS LLC, *et al.*,[1]	Case No. 25-90105 (CML)
Debtors.	(Jointly Administered)
	Ref. Docket Nos. 22 & 67

NOTICE OF FILING OF
***PROPOSED* FINAL DIP ORDER**

PLEASE TAKE NOTICE that on March 23, 2025, Plenty Unlimited Texas LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") filed the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors and Debtors in Possession to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief* [Docket No. 22] (the "Motion")[2] with the United States Bankruptcy Court for the Southern District of Texas (the "Court").

PLEASE TAKE FURTHER NOTICE that on March 25, 2025, the Court entered the *Interim Order (I) Authorizing Debtors and Debtors in Possession to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with*

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

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

Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief [Docket No. 67] (the "Interim Order").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim Order, the Court established the deadline for parties to file an objection or response to the entry of the proposed final order granting the relief requested in the Motion as April 8, 2025, at 4:00 p.m. (prevailing Central Time) (the "Objection Deadline").[3]

PLEASE TAKE FURTHER NOTICE that prior to the Objection Deadline, Realty Income Properties 9, LLC ("Realty") filed a limited objection [Docket No. 168] (the "Objection") to approval of the Motion on a final basis. The Debtors additionally received informal comments to the proposed final order from the Committee.

PLEASE TAKE FURTHER NOTICE that as a result of the discussions between the Debtors, Realty, and the Committee, the Objection and the Committee's informal comments have been resolved as reflected in the proposed order attached hereto (the "Proposed Final Order"). For the convenience of the Court and other interested parties, a blackline comparing the Proposed Final Order with the Interim Order is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that the Debtors intend on presenting the Proposed Final Order at a hearing scheduled for April 23, 2025 at 3:00 p.m. (CT) (the "Hearing") before the Honorable Christopher M. Lopez, Courtroom 401, 4th floor, 515 Rusk, Houston, TX 77002. The Debtors reserve all rights to modify the Proposed Final Order and the exhibits thereto at or prior to the Hearing.

[3] The Objection Deadline was extended by agreement for the Official Committee of Unsecured Creditors (the "Committee").

Dated: April 22, 2025
Houston, Texas

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Certificate of Service

I certify that on April 22, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Duston K. McFaul
Duston K. McFaul

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

In re:	)	Chapter 11
PLENTY UNLIMITED TEXAS LLC, et al.,[1]	)	Case No. 25-90105 (CML)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 22**

FINAL ORDER (I) AUTHORIZING DEBTORS AND DEBTORS IN POSSESSION TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL, (II) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES, (IV) MODIFYING THE AUTOMATIC STAY, AND (V) GRANTING RELATED RELIEF

Upon the motion (the "DIP Motion")[2] of Plenty Unlimited Inc. and each of its affiliates that are debtors and debtors in possession (each, a "Debtor" and collectively, the "Debtors") in the above-captioned cases (the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c), 507 and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Local Rules") and the Procedures for Complex Cases promulgated in the Southern District of Texas (the "Complex Case Procedures"

[1] The Debtors in this chapter 11 case, together with the last four digits of the Debtors' federal tax identification number, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1460 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Credit Agreement (as defined herein) or the DIP Motion, as applicable.

and together with the Local Rules, the "Bankruptcy Local Rules"), seeking entry of this Final Order (this "Final Order") as applicable, among other things:

(a) authorizing Plenty Unlimited Inc. and Plenty Unlimited Texas LLC (the "DIP Borrowers") to obtain postpetition financing ("DIP Financing") pursuant to a superpriority, senior secured and priming debtor-in-possession term loan credit facility (the "DIP Facility") subject to the terms and conditions set forth in that certain Superpriority Senior Secured Debtor-in-Possession Loan Agreement attached to the Interim Order (as defined herein) as **Exhibit 1** (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "DIP Credit Agreement"), by and among the DIP Borrowers, the DIP guarantors (collectively, the "DIP Guarantors"), the lenders from time to time party thereto (collectively the "DIP Lenders") and GLAS USA LLC, as Administrative Agent and Collateral Agent (in its respective capacities, the "DIP Agent" and, collectively, with the DIP Lenders, the "DIP Secured Parties"), in an aggregate principal amount not to exceed $22,225,000 (the commitments in respect thereof, the "DIP Commitments") of new money superpriority senior secured term loans in the aggregate principal amount of $22,225,000 (the term loans made thereunder, the "DIP Term Loans"), of which $12,000,000 was immediately available upon entry of the Interim Order in accordance with the terms and conditions set forth in the DIP Credit Agreement and $10,225,000 was available as a delayed draw term loan, subject to the terms set forth in the DIP Credit Agreement; and

(b) authorizing the Debtors to execute, deliver and perform under the DIP Credit Agreement and all other loan documentation related to the DIP Facility, including, without limitation, as applicable, security agreements, pledge agreements, control agreements, mortgages, deeds, charges, guarantees, promissory notes, intercompany notes, certificates, instruments, intellectual property security agreements, notes, and such other documents that may be reasonably requested by the DIP Agent and the DIP Lenders in connection with the DIP Facility, in each case, as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof (collectively, together with the DIP Credit Agreement and any other Credit Documents (as defined in the DIP Credit Agreement), the Interim Order and this Final Order, the "DIP Documents");

(c) authorizing the Debtors to incur and jointly and severally, as applicable, guarantee loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including, without limitation, commitment fees, backstop premiums, administrative agency fees, collateral agency or security trustee fees and any other fees or premiums payable pursuant to the DIP Documents) costs, expenses and other liabilities, and all other obligations (including indemnities and similar obligations, whether contingent or absolute) and all other obligations due or payable under the DIP Documents (collectively, the "DIP Obligations"), and to perform such other and further acts as may be required, necessary, desirable or appropriate in connection therewith;

(d) subject to the Carve-Out (as defined herein), granting to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all DIP Obligations of the Debtors;

(e) granting to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on all prepetition and postpetition property of the Debtors' estates and all proceeds thereof, including, without limitation, all Cash Collateral (as defined herein), on the terms described herein, and any Avoidance Proceeds (as defined herein), in each case subject to the Carve-Out;

(f) authorizing the Debtors, the DIP Agent, acting at the direction of the Required Lenders (as defined in the DIP Credit Agreement), and the Prepetition Agent and the other respective Prepetition Secured Parties (each as defined below), to take all commercially reasonable actions to implement and effectuate the terms of this Final Order;

(g) waiving (a) all rights to surcharge the Prepetition Collateral (as defined herein) and the DIP Collateral (as defined herein) (together, the "Collateral") pursuant to section 506(c) of the Bankruptcy Code and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code;

(h) waiving the equitable doctrine of "marshaling" and other similar doctrines (i) with respect to the DIP Collateral for the benefit of any party other than the DIP Secured Parties and (ii) with respect to any of the Prepetition Collateral (including the Cash Collateral) for the benefit of any party other than the Prepetition Secured Parties) (as defined herein);

(i) authorizing the Debtors to use proceeds of the DIP Facility and Cash Collateral (as defined herein) solely in accordance with the Interim Order, this Final Order and the DIP Documents;

(j) authorizing the Debtors to pay the DIP Obligations as such become earned, due and payable to the extent provided in, and in accordance with this Final Order and the DIP Documents;

(k) subject to the restrictions set forth in the DIP Documents, the Interim Order and this Final Order, authorizing the Debtors to use the Prepetition Collateral (as defined herein), including Cash Collateral (as defined herein) of the Prepetition Secured Parties under the Prepetition Senior Secured Note Documents (as defined herein), and provide adequate protection as and to the extent set forth herein, to the Prepetition Secured Parties for any diminution in value in the aggregate of their respective interests in the applicable Prepetition Collateral (including Cash Collateral), for any reason provided for under the Bankruptcy Code, including, without limitation, any diminution in value in the aggregate resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code (the "Automatic Stay"), the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral), and the priming of their respective interests in the Prepetition Collateral (including Cash Collateral);

(l) vacating or modifying the Automatic Stay to the extent set forth herein and to the extent necessary to permit the Debtors and their affiliates, the DIP Secured Parties and the Prepetition Secured Parties to implement and effectuate the terms and provisions of the Interim Order, this Final Order and the DIP Documents and to deliver any notices of termination described below and as further set forth herein; and

(m) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Final Order;

The Court (as defined herein) having considered the interim relief requested in the DIP Motion, the exhibits attached thereto, the (i) *Declaration of Daniel Malech in Support of the Debtors' Chapter 11 Petitions and First Day Motions* [D.I. 24] (the "Malech Declaration"), (ii) *Declaration of Colin Adams in Support of the Debtors' Chapter 11 Petitions and First Day Motions* [D.I. 23] (the "Adams Declaration"), and (iii) *Declaration of Richard Morgner in Support of (1) Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors (A) To Obtain Postpetition Financing and (B) To Utilize Cash Collateral, (II) Granting Adequate Protection and (III) Scheduling Final Hearing and (2) Debtors' Emergency Motion for Entry of an Order (I)(A) Approving Bid Procedures and Authorizing Sale Transaction; (B) Approving the Selection of Stalking Horse Bidder and the Debtors' Entry Into the Stalking Horse Agreement; (C) Scheduling Auction and Sale Hearing; (D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief* [D.I. 25] (the "Morgner

Declaration" and, together with the Malech Declaration and Adams Declaration, the "DIP Declarations"), the available DIP Documents, and the evidence submitted and arguments made at the interim hearing held on March 24, 2025 (the "Interim Hearing"); and the final hearing held on April 23, 2025 (the "Final Hearing"); and the Court having entered an interim order authorizing financing on an interim basis and granting, among other things, adequate protection to the Prepetition Secured Parties [D.I. 67] (the "Interim Order") and due and sufficient notice of the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Bankruptcy Local Rules; and the Final Hearing having been held and concluded; and all objections, if any, to the relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the relief requested in the DIP Motion is fair and reasonable and in the best interests of the Debtors and their estates, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor.

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. *Petition Date*. On March 23, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the United States

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

Bankruptcy Court for the Southern District of Texas, Houston Division (the "Court"). On the Petition Date, this Court entered an order approving the joint administration of the Chapter 11 Cases [D.I. 37].

B. *Debtors in Possession*. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. *Jurisdiction and Venue*. This Court has jurisdiction over the Chapter 11 Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Consideration of the DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings on the DIP Motion are proper before this Court pursuant to 28 U.S.C. § 1408. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m), 364(c), 364(d), 364(e), 503, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 9014, and Bankruptcy Local Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1.

D. *Committee Formation*. On April 8, 2025, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed an official committee of unsecured creditors in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a "Creditors' Committee"). The Creditors' Committee hired its counsel on the evening of April 10, 2025, and hired a financial advisor on April 11, 2025.

E. *Notice*. The Final Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Under the circumstances, proper, timely, adequate and sufficient notice of the Final Hearing and the DIP Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice shall be required.

F. *Cash Collateral*. As used herein, the term "Cash Collateral" shall mean all of the Debtors' cash wherever located and held, including cash in deposit accounts, that constitutes or will constitute "cash collateral" of any of the Prepetition Secured Parties and the DIP Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors' Stipulations*. Subject only to the limitations set forth in paragraph 18 of this Final Order, and after consultation with their attorneys and financial advisors, and in exchange for and as a material inducement to the Prepetition Secured Parties to agree to consent to access to the cash collateral, and subordination of the Prepetition Liens (as defined below) to the Carve-Out (as defined below) and DIP Liens (as defined below), approved upon entry of the Interim Order and approved pursuant to this Final Order on a final basis, the Debtors admit, stipulate and agree that:

(a) Prepetition Senior Secured Bridge Note. Pursuant to that certain Third Amended and Restated Note due March 28, 2025 (as may be amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time prior to the Petition Date, the "Prepetition Senior Secured Bridge Note" and the other Credit Documents (as defined in the Prepetition Senior Secured Bridge Note) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time prior to the Petition Date, the "Prepetition Senior Secured Note Documents") by and among (1) Plenty Unlimited Inc., as issuer (the "Prepetition Senior Secured Bridge Note Issuer"), (2) each of the debtor guarantors from time to time party thereto (collectively, the "Prepetition Senior Secured Bridge Note Guarantors" and, together with the Prepetition Senior Secured Bridge Note Issuer, the "Prepetition Senior Secured Bridge Note Parties"), (3) the Holders (as defined in the Prepetition Senior Secured Bridge Note) from time to time party thereto (collectively, in their capacities as such, the "Prepetition Senior Secured Bridge Note Holders"), and (4) One Madison Group, Plenty II, LLC, as collateral agent (in such capacity, the "Prepetition Agent" and, collectively, with the Prepetition Senior Secured Bridge Note Holders, the "Prepetition Secured Parties"), the Prepetition Secured Parties have extended the Prepetition Senior Secured Bridge Note, for the benefit of the Prepetition Secured Parties.

(b) Prepetition Obligations. The Prepetition Senior Secured Bridge Note Parties are justly and lawfully indebted and liable to the Prepetition Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, in the aggregate principal amount as of the Petition Date of not less than $8.675 million of outstanding Prepetition Senior Secured Bridge Note, which amounts were issued pursuant to, and in accordance with the Prepetition Senior Secured Note Documents, plus accrued and unpaid interest thereon, premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses (including any attorneys', accountants', appraisers', and financial advisors' reasonable and documented fees and expenses), charges, indemnities, and any other amounts, liabilities, or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, or chargeable in connection therewith, in each case, as and to the extent provided in the Prepetition Senior Secured Note Documents (collectively, the "Prepetition Obligations").

(c) Prepetition Liens. As more fully set forth in the Prepetition Senior Secured Note Documents, prior to the Petition Date, to secure the Prepetition Obligations, the Prepetition Senior Secured Bridge Note Parties granted to the Prepetition Agent, in its capacity as collateral agent, for its benefit and for the benefit of the other Prepetition Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable first priority continuing liens on and security interests (collectively, the "Prepetition Liens") in the "Collateral" as defined in the Prepetition Senior Secured Note Documents, including, for the avoidance of doubt, Cash Collateral (the "Prepetition Collateral").

(d) *Validity, Perfection and Priority of Prepetition Senior Liens*. The Debtors acknowledge and agree that, as of the Petition Date, (1) the Prepetition Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value; (2) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to certain liens senior by operation of law (solely to the extent any such liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date, the "Prepetition Permitted Prior Liens"); (3) the Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Senior Secured Bridge Note Parties enforceable in accordance with the terms of the applicable the Prepetition Senior Secured Note Documents; (4) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (5) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Senior Secured Note Documents; and (6) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the Prepetition Liens securing the Prepetition Obligations.

(e) *No Claims or Causes of Action*. No claims or causes of action held by the Debtors or their estates exist against, or with respect to any Prepetition Secured Party (in its capacity as such) under any agreements by and among the Debtors and such Prepetition Secured Parties.

(f) *Release*. Each of the Debtors and (subject to paragraph 18 hereof) the Debtors' estates, on its and their own behalf, on behalf of its and their respective past, present and future predecessors, heirs, successors, subsidiaries, and assigns, hereby (a) reaffirms the releases granted pursuant to paragraph 18 of the Interim Order and (b) absolutely, unconditionally and irrevocably releases and forever discharges and acquits the Prepetition Secured Parties and the DIP Secured Parties and each of their respective Representatives (as defined herein), in their capacity as Prepetition Secured Parties, DIP Secured Parties, and Representatives of the same (collectively, the "Released Parties"), from any and all (x) obligations and liabilities to the Debtors (and their successors and assigns) and (y) claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action, in each case, arising prior to the date of this Final Order of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, on contract or tort or under any state or federal law or otherwise, in each case arising out of or related to (as applicable) the Prepetition Senior Secured Note Documents, the DIP Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Final Order; *provided* that the releases set forth in this section shall not release any claims against a Released Party or liabilities that a court of competent jurisdiction determines results from the bad faith, fraud, gross negligence or willful misconduct of such Released Party. For the avoidance of doubt, nothing in this release shall relieve the DIP Secured Parties or the Debtors of their respective obligations under the DIP Documents from and after the date of this Final Order.

(g) *No Control*. None of the Prepetition Secured Parties, by virtue of any actions taken with respect to, in connection with, related to or arising from the Prepetition Senior Secured Note Documents or the DIP Documents, control (or have in the past controlled) the Debtors or their properties or operations, have authority to determine the manner in which any Debtor's operations are conducted or are control persons or insiders of the Debtors.

For the avoidance of doubt, paragraph G and all subparagraphs of Paragraph G are subject to the limitations set forth in paragraph 18 of this Final Order.

H. *Corporate Authority*. Each Debtor has all requisite corporate power and authority to execute and deliver the DIP Documents to which it is a party and to perform its obligations thereunder.

I. *Findings Regarding the DIP Financing and Use of Cash Collateral*.

(i) Good and sufficient cause has been shown for the entry of this Final Order and for authorization of the Debtors to obtain financing and to use Cash Collateral pursuant to this Final Order and the DIP Documents.

(ii) The Debtors have a critical need to obtain the DIP Financing and to use the Prepetition Collateral (including Cash Collateral) to, among other things (a) permit the orderly continuation of the operation of their business, (b) maintain business relationships with vendors, suppliers and customers, (c) make payroll, (d) make capital expenditures, (e) satisfy other working capital and operational needs and (f) fund expenses of the Chapter 11 Cases. In the absence of the DIP Facility and the use of Cash Collateral, the Debtors' business and estates would suffer irreparable harm. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, and the incurrence of new indebtedness under the DIP Documents and other financial accommodations provided under the DIP Documents are necessary and vital to the preservation and maintenance of the value of the Debtors and to a successful reorganization of the Debtors.

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

(iv) The Debtors may continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Prepetition Collateral and acquire equipment, inventory and other personal property, all of which constitute Prepetition Collateral (including Cash Collateral) under the Prepetition Senior Secured Note Documents that are subject to the Prepetition Secured Parties' security interests as set forth in the Prepetition Senior Secured Note Documents, as applicable.

(v) The Debtors desire to use a portion of the cash, rents, income, offspring, products, proceeds and profits described in the preceding paragraph that constitute Cash Collateral of the Prepetition Secured Parties under section 363(a) of the Bankruptcy Code in their business operations. Certain prepetition rents, income, offspring, products, proceeds, and profits, in existence as of the Petition Date or hereafter created, including balances of funds in the Debtors' prepetition and postpetition operating bank accounts, also constitute Cash Collateral.

(vi) Based on the DIP Motion, the DIP Declarations and the record presented to the Court at the Interim Hearing and the Final Hearing, the terms of the DIP Financing, the terms of the adequate protection granted to the Prepetition Secured Parties as and to the extent set forth in paragraph 14 of this Final Order (the "Adequate Protection"), and the terms on which the Debtors may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to this Final Order and the DIP Documents are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(vii) The DIP Financing, the Adequate Protection and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties and the Prepetition Secured Parties, and all of the

Debtors' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Financing and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and any DIP Obligations, shall be deemed to have been extended by the DIP Agent and the other DIP Secured Parties and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance on the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code if this Final Order or any provision hereof is vacated, reversed or modified on appeal or otherwise.

(viii) The Prepetition Secured Parties acted in good faith regarding the DIP Financing and the Debtors' continued use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses (including the incurrence and payment of and performance under the Adequate Protection Obligations and the granting of the Adequate Protection Liens (as defined herein)), in accordance with the terms hereof, and the Prepetition Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of sections 363(m) and 364(e) of the Bankruptcy Code if this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(ix) The Prepetition Secured Parties are entitled to the Adequate Protection provided in the Interim Order and this Final Order as and to the extent set forth therein and herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code. Based on the DIP Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements and of the use of the Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral (including the Cash Collateral), and the Prepetition Secured Parties in each case have consented or are deemed hereby to have consented to the use of the Prepetition Collateral (including the Cash Collateral), the priming of the respective Prepetition Liens by the DIP Liens pursuant to the terms set forth in the Interim Order, this Final Order and the DIP Documents; *provided* that nothing in the Interim Order, this Final Order or the DIP Documents shall (x) be construed as affirmative consent by the Prepetition Secured Parties for the use of Cash Collateral other than on the terms set forth in the Interim Order and this Final Order and in the context of the DIP Financing authorized by the Interim Order and this Final Order to the extent such consent has been or is deemed to have been given, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior) other than as contemplated by the DIP Financing authorized by the Interim Order, and this Final Order or (z) prejudice, limit or otherwise impair the rights of any Prepetition Secured Parties to seek new, different or additional adequate protection, as applicable, or assert any rights of the Prepetition Secured Parties, and the rights of any other party in interest, including the Debtors and the Creditors' Committee, to object to such relief are hereby preserved.

(x) The Debtors prepared and delivered to the respective advisors to the DIP Secured Parties an initial budget (the "Initial DIP Budget"), attached as Exhibit 2 to the Interim Order. The Initial DIP Budget reflected, among other things, the Debtors' projected sources and uses of cash, anticipated disbursements and liquidity for each calendar week covered thereby, in form and substance satisfactory to the Required Lenders. The Initial DIP Budget was approved by the Required Lenders (the Initial DIP Budget and each subsequent approved budget, shall constitute without duplication, an "Approved Budget"). The current Approved Budget is attached hereto as Exhibit 1. All Approved Budgets must be provided to the Creditors' Committee, including all reasonably requested line items and final detail/backup schedules, and reasonably requested final cash flow models with assumptions and formulas otherwise created in connection with such Approved Budget (subject to all applicable confidentiality provisions of the Creditors' Committee's bylaws and any orders of this Court). The Approved Budget may be modified, amended and updated from time to time in accordance with the DIP Credit Agreement. The DIP Secured Parties have relied and are relying, in part, upon the Debtors' agreement to comply with the Approved Budget (subject only to permitted variances), the other DIP Documents and this Final Order in determining to enter into the postpetition financing arrangements provided for in this Final Order and the DIP Documents.

(xi) The Debtors have agreed that, as a condition to obtaining financing under the DIP Facility and the use of Cash Collateral and as a material inducement to the DIP Secured Parties' agreement to provide the DIP Facility and the Prepetition Secured Parties' consent to the use of Cash Collateral, each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to any of the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Collateral.

J. *Relief Essential; Best Interests.* The Final Hearing was held in accordance with Bankruptcy Rules 4001(b)(2) and (c)(2) and Bankruptcy Local Rule 4001-1(b). Consummation of the DIP Financing and the permitted use of Prepetition Collateral (including Cash Collateral), in accordance with the Orders and the DIP Documents, are therefore in the best interests of the

Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. The DIP Motion and this Final Order comply with the requirements of Local Rule 4001-1(b).

K. *Prepetition Permitted Prior Liens; Continuation of Prepetition Liens*. Nothing herein shall constitute a finding or ruling by this Court that any alleged Prepetition Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to, the Debtors, the DIP Agent, the other DIP Secured Parties, the Prepetition Secured Parties or the Creditors' Committee, to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prepetition Permitted Prior Lien and/or security interests and the rights of the Debtors, the DIP Agent, the other DIP Secured Parties, the Prepetition Secured Parties and the Creditors' Committee to raise such challenges under applicable bankruptcy and non-bankruptcy law, including without limitation Va. Code §§ 11-4.6(B), 43-7(A), 43-9, 43-20, 43-21, and 43-23, are expressly reserved and preserved. The DIP Liens that prime the Prepetition Liens are continuing liens and the DIP Collateral is and will continue to be encumbered by such liens until indefeasible payment in full of all DIP Obligations. Subject to paragraph 18 hereof, the Prepetition Liens are continuing liens and the Prepetition Collateral is and will continue to be encumbered by such liens until indefeasible payment in full of all Prepetition Obligations.

Based on the foregoing findings and conclusions, the DIP Motion and the record before the Court with respect to the DIP Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The relief sought in the DIP Motion is granted, the financing described herein is authorized and approved, and the use of Cash Collateral on a final basis is

authorized, in each case subject to the terms and conditions set forth in the DIP Documents and this Final Order. All objections to entry of this Final Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits.

2. *Authorization of the DIP Financing and the DIP Documents*.

(a) The Debtors were authorized by the Interim Order and are hereby authorized to execute, deliver, enter into and, as applicable, perform all of their obligations under the DIP Documents and such other and further acts as may be necessary, appropriate or desirable in connection therewith. The DIP Borrowers were authorized by the Interim Order and are hereby authorized to borrow money pursuant to the DIP Credit Agreement, and each DIP Guarantor was authorized pursuant to the Interim Order and is hereby authorized to provide a guaranty of payment in respect of the DIP Borrowers' obligations with respect to such borrowings, subject to any limitations on borrowing under the DIP Documents, which borrowings shall be used for all purposes permitted under the DIP Documents and this Final Order (and subject to and in accordance with the Approved Budget) (subject to any permitted variances).

(b) In furtherance of the foregoing and without further approval of this Court, each Debtor was by the Interim Order and hereby is authorized and directed to perform all acts, to make, execute and deliver all instruments, certificates, agreements, charges, deeds and documents (including, without limitation, the execution or recordation of pledge and security agreements, guarantees, mortgages, financing statements and other similar documents), and to pay all premiums, fees, expenses and indemnities in connection with or that may be reasonably required, necessary, or desirable for the Debtors' performance of their obligations under or related to the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Documents and one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case, in such form as the Debtors and the DIP Agent (acting in accordance with the terms of the DIP Credit Agreement and at the direction of the Required Lenders) may agree, it being understood that no further approval of this Court shall be required for any authorizations, amendments, waivers, consents or other modifications to and under the DIP Documents (and any fees and other expenses (including attorneys', accountants', appraisers' and financial advisors' fees), amounts, charges, costs, indemnities and other obligations paid in connection therewith) that do not shorten the maturity of the extensions of credit thereunder or increase the aggregate commitments or the rate of interest payable thereunder. Updates, modifications and supplements to the Approved Budget shall not require any further approval of this Court.

(ii) the non-refundable payment to the DIP Secured Parties, as the case may be, of all fees and premiums, including (without limitation) any amendment fees, prepayment premiums, backstop premiums, early termination fees, servicing fees, audit fees, liquidator fees, structuring fees, administrative agent's fees, collateral agent's or security trustee's fees, upfront fees, upfront premiums, closing fees, commitment fees, closing date fees, exit premiums or original issue discount or agency fees, indemnities and professional fees and expenses (subject to the terms of paragraph 17 below) (the payment of which fees and expenses were, by the Interim Order, and hereby shall be irrevocable, and were, by the Interim Order, and hereby shall be deemed to have been, approved upon entry of the Interim Order, whether any such fees or premiums arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, and upon payment thereof, pursuant to the Interim Order were not and hereby shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment, or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law or otherwise by any person or entity) and any amounts due (or that may become due) in respect of any indemnification and expense reimbursement obligations, in each case referred to in the DIP Documents (or in any separate letter agreements) and the costs and expenses as may be due from time to time, including, without limitation, the fees and expenses of the professionals retained by, or on behalf of, any of the DIP Agent or the other DIP Secured Parties (subject to the terms of paragraph 17 below) payable under the DIP Loan Documents or otherwise (including without limitation those of Davis Polk & Wardwell LLP, Sullivan & Cromwell LLP, Porter Hedges LLP, Moses & Singer LLP and any local legal counsel or other advisors in any foreign jurisdictions and any other advisors as are permitted under the applicable DIP Documents), in each case, as provided for hereunder and in the DIP Documents (collectively, the "DIP Fees and Expenses"), without the need to file retention motions or fee applications; *provided*, however, that the DIP Fees and Expenses incurred prior to, and which are unpaid as of, the Closing Date (as defined in the DIP Credit Agreement) shall be paid indefeasibly by the Debtors upon the occurrence of the Closing Date; and

(iii) the performance of all other acts required under or in connection with the Interim Order, this Final Order and the DIP Documents, including the granting of the DIP Liens and the DIP Superpriority Claims and perfection of the DIP Liens and DIP Superpriority Claims as permitted herein and therein, and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith, in each case in accordance with the terms of the DIP Documents.

3. *DIP Obligations*. Upon execution and delivery of the DIP Documents, the DIP Documents constituted (and, as of the date of the entry of this Final Order, continue to constitute) legal, valid, binding and non-avoidable obligations of the Debtors, enforceable against each Debtor and their estates in accordance with the terms of the DIP Documents and this Final Order, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases"). Upon execution and delivery of the DIP Documents, the DIP Obligations included (and, as of the date of the entry of this Final Order, continue to include) all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to any of the DIP Agent or the other DIP Secured Parties, in each case, under, or secured by, the DIP Documents, the Interim Order or this Final Order, including all principal, interest, costs, fees, expenses (including, without limitation, the DIP Fees and Expenses), premiums, indemnities and other amounts under the DIP Documents (including the Interim Order or this Final Order). The Debtors shall be jointly and severally liable for the DIP Obligations. Except as permitted hereby, no obligation, payment, transfer, or grant of security hereunder or under the DIP Documents to any of the DIP Secured Parties (including their respective Representatives) shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise),

disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

4. *Carve-Out*.

(a) *Priority of Carve-Out*. Each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and the Adequate Protection Claims shall be subject and subordinate to payment of the Carve-Out.

(b) *Carve-Out.* As used in this Final Order, the term "Carve-Out" means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in (iii) below); (ii) all reasonable and documented fees and expenses up to $100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors (the "Debtor Professionals") or the Creditors' Committee pursuant to section 327, 328, 363, or 1103 of the Bankruptcy Code (the "Committee Professionals", and together with the Debtor Professionals, the "Estate Professionals") (in each case, other than any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors) at any time before or on the day of delivery by the DIP Agent (acting at the direction of Required Lenders) of a Carve-Out Trigger Notice (as defined below) and without regard to whether such fees and expenses are provided for in any Approved Budget, whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (the amounts set forth in this clause (iii) being the "Pre-Carve-Out Trigger Notice Cap"); and (iv) Allowed Professional Fees of Estate

Professionals in an aggregate amount not to exceed $1,200,000 incurred on or after the first business day following delivery by the DIP Agent of the Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise, (the amount set forth in this clause; (iv) being the "Post-Carve-Out Trigger Notice Cap" and, together with the Pre-Carve-Out Trigger Notice Cap and the amounts set forth in clauses (i) through (ii), the "Carve-Out Cap"); provided that nothing herein shall be construed to impair the ability of any party in interest to object to the fees, expenses, reimbursement or compensation described in this paragraph 4(b) on any grounds. The Carve-Out shall be subject to the applicable restrictions on the use of proceeds of the DIP Loans and Cash Collateral.

(c) Within five (5) business days of the initial funding of the DIP Loans, the Debtors shall fund into an account not subject to the control of the DIP Agent or the Prepetition Agent or any of the DIP Lenders or Prepetition Secured Parties (the "Debtor Carve-Out Account") an amount equal to the total budgeted Debtor Professionals' fees, respectively, for the first two (2) weeks set forth in the Approved Budget and, thereafter, the Debtors are authorized to transfer into the Debtor Carve-Out Account on a weekly basis cash in an amount equal to the greater of (i) the amount estimated by each Debtor Professional in their reasonable discretion by each Monday for the next unfunded week upon notice to counsel for the DIP Secured Parties (email being sufficient) and to which no objection by any DIP Secured Party or counsel thereto has been received by such Debtor Professional (email being sufficient) within two (2) business days and (ii) the budgeted line item for each Debtor Professional for the next unfunded week set forth in the Approved Budget (each of (i) and (ii), excluding any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors); for the avoidance of doubt, to the extent an objection is received from a DIP Secured Party or counsel thereto to a Debtor Professional estimate, then the

Debtor Carve-Out Account shall be funded by the amount set forth in paragraph 4(c)(ii) above. Within five (5) business days of entry of this Order, the Debtors shall fund into an account not subject to the control of the DIP Agent or the Prepetition Agent or any of the DIP Lenders or Prepetition Secured Parties and separate from the Debtor Carve-Out Account (the "Committee Carve-Out Account" and together with the Debtor Carve-Out Account, the "Carve-Out Accounts") an amount equal to the total budgeted Committee Professionals' fees, respectively, for the first two (2) weeks of such fees set forth in the Approved Budget and, thereafter, the Debtors are authorized to transfer into the Committee Carve-Out Account on a weekly basis cash in an amount equal to greater of (1) the amount estimated by each Committee Professional in their reasonable discretion by each Monday for the next unfunded week upon notice to counsel for the DIP Secured Parties (email being sufficient) and to which no objection by any DIP Secured Party or counsel thereto has been received by such Committee Professional (email being sufficient) within two (2) business days and (2) the budgeted line item each Committee Professional for the next unfunded week set forth in the Approved Budget (each of (1) and (2), excluding any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors); for the avoidance of doubt, to the extent an objection is received from a DIP Secured Party or counsel thereto to a Committee Professional estimate, then the Committee Carve-Out Account shall be funded by the amount set forth in paragraph 4(c)(2) above. To the extent an objection by any DIP Secured Party or counsel thereto is received pursuant to this paragraph 4, the Debtors, the Creditors' Committee and/or any party in interest shall be entitled to seek an emergency hearing (with the DIP Secured Parties pursuant to the terms of this Final Order automatically consenting to such emergency hearing) with the Court for the purpose determining the incremental funding (if any) for the applicable Carve-Out Account. Thereafter, the Debtors shall use such funds held in each Carve-Out Account solely to pay the applicable Estate Professionals' fees as they become allowed and payable pursuant to interim or final orders of the Court; provided, that the Debtors' obligations to pay the Allowed Professional Fees of the Estate Professionals shall not be limited or deemed limited to funds held in the Carve-Out Accounts. The Carve-Out Accounts shall not be subject to the control of the DIP Lenders, DIP Agent, Prepetition Agent, or Prepetition Secured Parties, and the funds transferred to the Carve-Out Accounts shall not be subject to the DIP Liens, constitute DIP Collateral, nor be available to pay the DIP Superpriority Claims, until all amounts set forth in this paragraph 4 are paid in full.

(d) Immediately upon the delivery of a Carve-Out Trigger Notice (as defined below), and prior to the payment of any DIP Obligations, the Debtors shall be required to deposit into each applicable Carve-Out Account cash held by the Debtors (which deposit shall be deemed approved under the DIP Documents) in an amount equal to the difference between the Carve-Out Cap for each of the Debtor and Committee Professionals (plus, for the deposit into the Debtor Carve-Out Account, the amounts set forth in paragraph 4(b)(i) and 4(b)(ii) above), and the balance held in the applicable Carve-Out Account as of the Carve-Out Trigger Notice Date (as defined below). Notwithstanding anything to the contrary herein or in the DIP Documents, following delivery of a Carve-Out Trigger Notice, neither the DIP Agent nor the Prepetition Agent shall sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve-Out Accounts have been fully funded as permitted above in an amount equal to all obligations benefitting from the Carve-Out. The amounts in the Carve-Out Accounts shall be available only to satisfy Allowed Professional Fees and other amounts included in the Carve-Out until such amounts are paid in full. The amount in the Carve-Out Accounts shall be reduced on a dollar-for-dollar basis in the aggregate for Allowed Professional

Fees that are paid after the delivery of the Carve-Out Trigger Notice, and the Carve-Out Accounts shall not be replenished for such amounts so paid. The failure of the Carve-Out Accounts to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out. For the avoidance of doubt, (i) disbursements by the Debtors from the Carve-Out Accounts shall not constitute loans or indebtedness under the DIP Documents or the Prepetition Senior Secured Note Documents or otherwise increase or reduce the DIP Obligations or the Prepetition Obligations, and (ii) the incurrence or payment of any Carve-Out shall not be restricted by the Approved Budget. In no way shall the Carve-Out, the Carve-Out Accounts, any Approved Budget, or anything contained herein be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by or any other administrative expense claims that the Estate Professionals may assert against the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise).

(e) For purposes of the foregoing, "Carve-Out Trigger Notice" shall mean a written notice delivered by email by the DIP Agent (acting at the direction of the Required Lenders) (or, after the applicable DIP Obligations have been indefeasibly paid in full and the DIP Commitments terminated, any Prepetition Agent) to the Debtors, their restructuring counsel, the U.S. Trustee, and counsel to the Creditors' Committee (if any), which notice may only be delivered following the occurrence and during the continuation of an Event of Default (as defined in the DIP Credit Agreement) (or, after the DIP Obligations have been indefeasibly paid in full and the DIP Commitments terminated, any occurrence that would constitute an Event of Default hereunder and that is continuing), stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(f) On the day on which a Carve-Out Trigger Notice is received by the Debtors (the "Carve-Out Trigger Notice Date"), the Carve-Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date (net of any professional retainers) and any available cash thereafter to fund the Carve-Out Accounts, as applicable, in cash in an amount equal to (but not to exceed) the Carve-Out Cap, and immediately following receipt of a Carve-Out Trigger Notice, and prior to the payment of any Obligations, the Debtors shall be required to deposit to the applicable Carve-Out Accounts an amount equal to the applicable Carve-Out Cap (which shall be determined, in the case of the Pre-Carve-Out Trigger Notice Cap by the applicable Estate Professionals in good-faith in their reasonable discretion based on the amount of then-unpaid Allowed Professional Fees, and may include a reasonable estimate of the applicable Estate Professionals' then-incurred fees and expenses not yet allowed) less any amount then held in the applicable Carve-Out Account as of the Carve-Out Trigger Notice Date pursuant to this paragraph 4.

(g) For the avoidance of doubt, to the extent that professional fees and expenses of the Estate Professionals have been incurred by the Debtors or the Creditors' Committee at any time before or on the first business day after delivery by the DIP Agent (acting at the direction of the Required Lenders) of a Carve-Out Trigger Notice but have not yet been allowed by the Court, such professional fees and expenses of the Estate Professionals shall constitute Allowed Professional Fees benefiting from the Carve-Out upon their allowance by the Court, whether by interim or final compensation order and whether before or after delivery of the Carve-Out Trigger Notice, and the applicable Carve-Out Account shall include such professional fees and expenses.

(h) The DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall not be responsible for the direct payment or reimbursement of any fees or expenses of any Estate Professionals incurred in connection with the Chapter 11 Cases or any Successor Case under any chapter of the Bankruptcy Code, regardless of whether payment of such fees or disbursement has been allowed by the Court. Nothing in this Final Order, the Interim Order or otherwise shall be construed to obligate any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties in any way to pay compensation to or reimburse expenses of any Estate Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or expense reimbursement.

(i) All funds in the Carve-Out Accounts shall be used first to pay all applicable obligations benefitting from the Pre-Carve-Out Trigger Notice Cap, until paid in full, and then the applicable obligations benefitting from the Post-Carve-Out Trigger Notice Cap. If, after paying all amounts set forth in the definition of Carve-Out, the Carve-Out Accounts have not been reduced to zero, all remaining funds in the Carve-Out Accounts shall be distributed to the DIP Agent on account of the DIP Obligations.

5. *DIP Superpriority Claims*. Pursuant to section 364(c)(1) of the Bankruptcy Code, and subject to the Carve-Out, as approved upon entry of the Interim Order and pursuant to this Final Order on a final basis, all of the DIP Obligations constitute allowed superpriority administrative expense claims against the Debtors on a joint and several basis (without the need to file any proof of claim) whether now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, including any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the "DIP Superpriority Claims") and, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, shall be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which DIP Superpriority Claims shall

be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof (excluding claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "Avoidance Actions") but including any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise ("Avoidance Proceeds")) in accordance with the DIP Documents, the Interim Order or this Final Order, subject and subordinate only to the Carve-Out. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code if the Interim Order, this Final Order or any provision thereof or hereof is vacated, reversed or modified, on appeal. The DIP Superpriority Claims shall be subject and subordinate to the Carve-Out and the funds in the Carve-Out Accounts.

6. *DIP Liens*. Subject to the Carve-Out, as security for the DIP Obligations, effective and automatically and properly perfected upon the date of the Interim Order and without the necessity of the execution, recordation or filing by the Debtors or any of the DIP Secured Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements, intellectual property filings or other similar documents, notation of certificates of title for titled goods or other similar documents, instruments, deeds, charges or certificates, or the possession or control by the DIP Agent of, or over, any Collateral, without any further action by the DIP Agent or the DIP Secured Parties, the following valid, binding, continuing, enforceable and non-avoidable security interests and liens (all security interests and liens granted to the DIP Agent, for its benefit and for the benefit of the other DIP Secured Parties, pursuant to the Interim Order, this Final Order and the DIP Documents, the "DIP Liens") were, by the Interim Order, and hereby are (and continue to be) granted to the DIP Agent for its own benefit and the benefit of the other DIP

Secured Parties (all property identified in clauses (a) through (c) below being collectively referred to as the "DIP Collateral").

(a) *Liens on Unencumbered Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, and subject to the Carve-Out, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all tangible, intangible, real, personal or mixed prepetition and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents, and profits thereof, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code (each, to the extent in compliance as subject to any bar date order entered by this Court), including, without limitation, any and all unencumbered cash of the Debtors and any investment of cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, equity interests of subsidiaries, joint ventures and other entities, wherever located, and the proceeds, products, rents and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (the "Unencumbered Property"), in each case other than the Avoidance Actions (but, for the avoidance of doubt, "Unencumbered Property" shall include Avoidance Proceeds).

(b) *Liens Priming Prepetition Liens*. Pursuant to section 364(d)(1) of the Bankruptcy Code, and subject to the Carve-Out, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Debtors subject to the Prepetition Liens, regardless of where located, regardless whether or not any liens on such assets are voided, avoided, invalidated, lapsed or unperfected (the "Priming Liens"), which Priming Liens shall be senior in all respects to the interests of the Prepetition Secured Parties arising from the current and future liens of the Prepetition Secured Parties (including, without limitation, the Adequate Protection Liens granted to the Prepetition Secured Parties) (the "Primed Liens").

(c) *Liens Junior to Certain Other Liens*. Pursuant to section 364(c)(3) of the Bankruptcy Code, and subject to the Carve-Out, a valid, binding, continuing, enforceable, fully perfected security interest in and lien on all tangible and intangible prepetition and postpetition property of the Debtors that is subject to (i) valid, perfected and non-avoidable senior liens in existence immediately prior to the Petition Date (that are senior to the Primed Liens) or (ii) valid and non-avoidable senior liens (other than the Primed Liens) in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date, solely to the extent permitted by section 546(b) of the Bankruptcy Code (each, to the extent in compliance as subject to any bar date order entered by this Court), which shall be (x) immediately junior and subordinate to any such valid, perfected and non-avoidable senior liens (other than the Primed Liens) in existence immediately prior to the Petition Date, and (y) any such valid and non-avoidable senior liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date solely as permitted by section 546(b) of the Bankruptcy Code; *provided* that nothing in the foregoing clauses (i) and (ii) shall limit the rights of the DIP Secured Parties under the DIP Documents to the extent such liens are not permitted thereunder; and

(d) *Liens Senior to Certain Other Liens.* The DIP Liens shall be subject to the Carve-Out and not be (i) except for the Carve-Out, subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in the DIP Documents or in this Final Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors, or (C) any intercompany or affiliate liens of the Debtors or security interests of the Debtors; or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted after the date hereof.

(e) Notwithstanding anything to the contrary in this Order, for purposes of this Order, DIP Liens shall not encumber and DIP Collateral shall not include (i) leasehold interests of non-residential real property to the extent that such applicable lease prohibits or restricts the granting of such liens pursuant to applicable non-bankruptcy law (but shall include the proceeds of the sale or disposition of such leases) and (ii) any security deposits (in possession of the Debtors or the landlord) or the Debtors' interests, if any, in pre-paid rent, to the extent that such liens are prohibited pursuant to the underlying lease documents under applicable non-bankruptcy law; provided that, the DIP Liens and Adequate Protection Liens shall extend to any such security deposits or pre-paid rent upon reversion thereof to the Debtors, if at all, as well as any proceeds or value of such leasehold interests whether by sale, financing, or other disposition or form of transfer, termination or transaction; provided, further, any liens granted herein relating to the Debtors' insurance policies shall not interfere with any rights held by a landlord under such policies to any such insurance proceeds for damage to landlord's property.

7. *Protection of DIP Lenders' Rights*.

(a) So long as there are any DIP Obligations outstanding or the DIP Lenders have any outstanding DIP Commitments under the DIP Documents, the Prepetition Secured Parties shall: (i) other than with the consent of the Required Lenders, have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Senior Secured Note Documents, the Interim Order or this Final Order, or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral, including in connection with the Adequate Protection Liens; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, the DIP Collateral (but not any proceeds of such transfer, disposition or sale to the extent remaining after payment in cash in full of the DIP Obligations and termination of the DIP Commitments), to the extent such transfer, disposition, sale or release is authorized under the DIP Documents; (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect its security interests in the DIP Collateral other than as necessary to give effect to this the Order or this Final Order other than, (x) solely as to this clause (iii), the filing of any financing statements or other documents to perfect the liens granted pursuant to the Interim Order or this Final Order, or (y) as may be required by applicable state law or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date; and (iv) deliver or cause to be delivered, at the Debtors' cost and expense, any termination statements, releases and/or assignments in favor of the DIP Agent or the other DIP Secured Parties or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to any sale or Court-approved disposition.

(b) To the extent that the Prepetition Agent or any other Prepetition Secured Party is a secured party under any account control agreement, listed as an additional insured, loss payee under any of the Debtors' insurance policies, or is the secured party under any loan document, financing statement, deed of trust, mortgage, or other instrument or document that may otherwise be required under the law of any jurisdiction to validate, attach, perfect, or prioritize liens (any such instrument, a "Security Document"), the DIP Agent or the Prepetition Agent (as applicable) shall also be deemed to be the secured party under each such Security Document, and shall have all the rights and powers attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received subject to the Carve-Out and in accordance with the terms of the Interim Order and/or this Final Order, as applicable, and the other DIP Documents. To the extent any Prepetition Secured Party has possession of any Prepetition Collateral or DIP Collateral or has control with respect to any Prepetition Collateral or DIP Collateral, or has been noted as a secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party shall be deemed to maintain such possession or notation or exercise such control as a gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Agent and the other DIP Secured Parties, and such Prepetition Secured Party shall comply with the instructions of the DIP Agent, acting at the direction of the Required Lenders, with respect to the exercise of such control or possession.

(c) Any Prepetition Collateral, or proceeds thereof, that is subject to the Primed Liens received by the Prepetition Secured Parties in connection with the exercise of any right or remedy (including setoff) relating to the Prepetition Collateral or otherwise received by a Prepetition Secured Party shall be segregated and held in trust for the benefit of and forthwith paid over to the DIP Agent for the benefit of the DIP Secured Parties in the same form as received by the Prepetition Secured Parties, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The DIP Agent is hereby authorized to make any such endorsements as agent for the Prepetition Secured Parties. This authorization is coupled with an interest and is irrevocable.

8. *Rights and Remedies Upon Event of Default*. Upon the occurrence and during the continuation of an Event of Default that has not been waived by the Required Lenders and following delivery of written notice (a "Termination Notice") (including by e-mail) on not less than five (5) business days' notice (such five (5) business day period, the "DIP Agent Remedies Notice Period") to restructuring counsel to the Debtors, lead restructuring counsel to the Prepetition Agent, counsel to the Creditors' Committee, and the U.S. Trustee, (the "Remedies Notice Parties"), the DIP Agent may (acting at the direction of the Required Lenders) (and any automatic stay otherwise applicable to the DIP Secured Parties, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Final Order (including this paragraph) is hereby modified), without further notice to, hearing of, or order from this Court, to the extent necessary to permit the DIP Agent (acting at the direction of the Required Lenders) to, unless the Court orders otherwise (*provided* that during the DIP Agent Remedies Notice Period, the Debtors, the Creditors' Committee and/or any party in interest shall be entitled to seek an emergency hearing (with the DIP Secured Parties pursuant to the terms of this Final Order automatically consenting to such emergency hearing) with the Court for the purpose of contesting whether, in fact, an Event of Default has occurred and is continuing or authorizing the non-

consensual use of Cash Collateral, and *provided, further* that if a request for such hearing is made prior to the end of the DIP Agent Remedies Notice Period, then the DIP Agent Remedies Notice Period shall be continued until the Court hears and rules with respect thereto): (a) immediately terminate and/or revoke the Debtors' right under this Final Order and any other DIP Documents to use any Cash Collateral (subject to the Carve-Out and related provisions) and except as necessary for the Debtors' to pay employee and tax related obligations and pay expenses necessary to the survival of the Debtors' business, in accordance with the Approved Budget and this Interim Order, (b) terminate the DIP Facility and any DIP Document as to any future liability or obligation of the DIP Secured Parties but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; (c) declare all DIP Obligations to be immediately due and payable; and (d) invoke the right to charge interest at the default rate under the DIP Documents. Upon delivery of such Termination Notice by the DIP Agent (acting at the direction of the Required Lenders), without further notice to or order of the Court and subject to the Carve-Out and related provisions, the DIP Secured Parties' and the Prepetition Secured Parties' consent to use Cash Collateral and the Debtors' ability to incur additional DIP Obligations hereunder will, subject to the expiration of the DIP Agent Remedies Notice Period and unless the Court orders otherwise, automatically terminate and the DIP Secured Parties will have no obligation to provide any DIP Loans or other financial accommodations. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of same on the docket. In addition, upon repayment of all DIP Obligations, without further notice to or order of the Court, the Prepetition Secured Parties' consent to use Cash Collateral hereunder will automatically terminate.

(a) Following an Event of Default and the delivery of the Termination Notice, but prior to exercising the remedies set forth in this subparagraph 8(a) or any other remedies (other than those set forth in the above paragraph 8), the DIP Secured Parties shall be required to file a motion with the Court seeking emergency relief (the "Stay Relief Motion") on not less than five (5) business days' notice to the Remedies Notice Parties (which may run concurrently with the DIP Agent Remedies Notice Period) for a further order of the Court modifying the automatic stay in the Chapter 11 Cases to permit the DIP Secured Parties to, subject to the Carve-Out and related provisions: (a) freeze monies or balances in the Debtors' accounts; (b) immediately set-off any and all amounts in accounts maintained by the Debtors with any DIP Agent or the other DIP Secured Parties against the DIP Obligations, (c) enforce any and all rights against the DIP Collateral, including, without limitation, foreclosure on all or any portion of the DIP Collateral, occupying the Debtors' premises, sale or disposition of the DIP Collateral; and (d) take any other actions or exercise any other rights or remedies permitted under this Final Order, the DIP Documents or applicable law.

(b) If the DIP Secured Parties are permitted by order of the Court to take any enforcement action with respect to the DIP Collateral following the hearing on the Stay Relief Motion, the Debtors shall cooperate with the DIP Secured Parties in their efforts to enforce their security interest in the DIP Collateral, and shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such DIP Secured Parties from enforcing their security interests in the DIP Collateral. Until such time that the Stay Relief Motion has been adjudicated by the Court, the Debtors may use the proceeds of the DIP Facility to the extent drawn prior to the occurrence of an Event of Default or Cash Collateral to fund operations in accordance with the Approved Budget and the terms of the DIP Documents and this Final Order. The Debtors shall promptly cause a copy of any Stay Relief Motion to be served on any party that has filed a request for notices with this Court.

(c) No rights, protections or remedies of the DIP Agent or the other DIP Secured Parties, the Prepetition Agent or the other Prepetition Secured Parties granted by the provisions of the Interim Order, this Final Order or the DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

9. *Limitation on Charging Expenses Against Collateral*. Except for the Carve-Out, no costs or expenses of administration of the Chapter 11 Cases or any Successor Cases (as defined below) or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral (including Cash Collateral); or the Prepetition Collateral, pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Agent (acting at the direction of the Required Lenders) or the Prepetition Secured Parties, as applicable, and no consent shall be implied from any other action, inaction or acquiescence by the DIP Agent, the other DIP Secured Parties or the Prepetition Secured Parties, and nothing contained in this Final Order shall be deemed to be a consent by the DIP Agent, the other DIP Secured Parties or the Prepetition Secured Parties to any charge, lien, assessment or claims against the DIP Collateral or the Prepetition Collateral under section 506(c) of the Bankruptcy Code or otherwise.

10. *No Marshaling*. In no event shall the DIP Agent, the other DIP Secured Parties or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition Obligations, or

the Prepetition Collateral. Further, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to the Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any Prepetition Collateral; *provided*, however, that, in the event of an enforcement of remedies in accordance with the DIP Documents and this Final Order, the DIP Secured Parties and Prepetition Secured Parties shall use commercially reasonable efforts to first satisfy the DIP Superpriority Claims and/or the Adequate Protection Claims, as applicable, from applicable Collateral other than (i) Avoidance Proceeds and (ii) commercial tort claims against DIP Secured Parties, Prepetition Secured Parties and/or the Debtors' current or former directors and officers, before seeking to recover from (i) Avoidance Proceeds or (ii) commercial tort claims against DIP Secured Parties, Prepetition Secured Parties and/or the Debtors' current or former directors and officers, subject only to the Carve-Out.

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

12. *Use of Cash Collateral*. The Debtors were by the Interim Order, and are hereby authorized, subject to the terms and conditions of this Final Order, to use all Cash Collateral in accordance with the DIP Documents and the Approved Budget; *provided* that (a) the Prepetition Secured Parties are granted the Adequate Protection as hereinafter set forth and (b) except on the

terms and conditions of this Final Order, the Debtors shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court.

13. *Adequate Protection*. The Prepetition Secured Parties were, by the Interim Order, and hereby are (or continue to be) entitled, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, and subject to the Carve-Out, to adequate protection of their respective interests in all Prepetition Collateral (including Cash Collateral) in an amount equal to the aggregate diminution in the value of the Prepetition Secured Parties' respective interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date for any reason provided for under the Bankruptcy Code, including, without limitation, any aggregate diminution resulting from the sale, lease or use by the Debtors of the Prepetition Collateral, the priming of the Prepetition Liens by the DIP Liens pursuant to the DIP Documents, the Interim Order and this Final Order, the grant of any other lien under section 364 of the Bankruptcy Code or the stay of the Prepetition Secured Parties' rights under the Prepetition Collateral, the payment of any amounts under the Carve-Out or pursuant to the Interim Order, this Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, and the imposition of the Automatic Stay (the "Adequate Protection Claims"). In consideration of the foregoing, the Prepetition Secured Parties were by the Interim Order and hereby are (or continue to be) granted the following as Adequate Protection for, and to secure repayment of an amount equal to such Adequate Protection Claims, and as an inducement to the Prepetition Secured Parties to consent to the priming of the Prepetition Liens and use of the Prepetition Collateral (including Cash Collateral) (collectively, the "Adequate Protection Obligations"):

(a) *Adequate Protection Liens*. The Prepetition Secured Parties were, by the Interim Order, and hereby are (or continue to be) granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements, and subject to the Carve-Out, in the amount of the Prepetition Secured Parties' Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the DIP Collateral other than Avoidance Proceeds (the "Adequate Protection Liens"), in each case subject and subordinate only to the DIP Liens (and any Prepetition Permitted Prior Liens) and the Carve-Out.

(i) *Section 507(b) Claims.* The Prepetition Secured Parties were by the Interim Order and are hereby (or continue to be) granted, subject to the Carve-Out, an allowed superpriority administrative expense claim as provided for in section 507(b) of the Bankruptcy Code in the amount of the Adequate Protection Claims, which, to the fullest extent permitted under the Bankruptcy Code, shall be junior in priority to the DIP Superpriority Claims, and the Carve-Out, but senior in priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the "507(b) Claims"), which 507(b) Claims shall have recourse to and be payable from all prepetition and postpetition property of the Debtors and all proceeds thereof (excluding Avoidance Actions, but including Avoidance Proceeds). Except to the extent expressly set forth in the Interim Order, this Final Order or the DIP Documents, the Prepetition Secured Parties shall not receive or retain any payments, property or other amounts in respect of the 507(b) Claims unless and until the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have indefeasibly been paid in cash in full and all DIP Commitments have been terminated.

(b) *Additional Adequate Protection.*

(i) *Budget and Financial Covenants*. Upon indefeasible payment in full of all DIP Obligations and all other obligations under the DIP Facility, (i) the Approved Budget shall continue to be updated in accordance with the terms and conditions of the DIP Credit Agreement and (ii) the Prepetition Secured Parties were by the Interim Order and hereby continue to be hereby entitled to performance of those certain financial and other covenants set forth in Article VI of the DIP Credit Agreement.

(c) *Prepetition Secured Parties Fees and Expenses.* As further Adequate Protection, the Debtors shall provide the Prepetition Secured Parties, without duplication of fees paid for the benefit of the DIP Secured Parties, cash payments of all reasonable and documented prepetition and postpetition fees and expenses, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of primary, special, conflicts and local counsel (in each applicable jurisdiction) and financial advisors to (i) One Madison Group – Plenty II, LLC and its affiliates, including without limitation, Davis Polk & Wardwell LLP, Porter Hedges LLP and Moses & Singer LLP and (ii) SVF II Pacific (DE) LLC and its affiliates, including without limitation Sullivan & Cromwell LLP, Porter Hedges LLP and Moses & Singer LLP (the "Adequate Protection Fees and Expenses") (and such counsel and advisors, the "Prepetition Secured Parties Advisors"), subject to the review procedures set forth in paragraph 17 of this Final Order.

(d) *Adequate Protection Information Rights*. The Debtors shall promptly provide the Prepetition Secured Parties and the Prepetition Secured Parties Advisors (and subject to applicable confidentiality restrictions contained in any of the Prepetition Senior Secured Note Documents), and the Creditors' Committee (subject to all applicable confidentiality provisions of the Creditors' Committee's bylaws and any orders of this Court) with all required written financial reporting and other periodic reporting that is required to be provided to the DIP Agent or the other

DIP Secured Parties under the DIP Documents, including without limitation the reporting required under Article V of the DIP Credit Agreement.

(e) *Maintenance of Collateral*. The Debtors shall continue to maintain and insure the Prepetition Collateral and DIP Collateral in amounts and for the risks, and by the entities, as required under the Prepetition Senior Secured Note Documents and the DIP Documents.

14. *Reservation of Rights of Prepetition Secured Parties*. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; *provided* that the Prepetition Secured Parties may request further or different adequate protection and the Debtors or any other party in interest may contest any such request.

15. *Perfection of DIP Liens and Adequate Protection Liens.*

(a) Without in any way limiting the automatic validity and effective perfection of the DIP Liens granted pursuant to paragraph 6 of the Interim Order and paragraph 6 hereof and the Adequate Protection Liens granted pursuant to paragraph 14 of the Interim Order and paragraph 14 hereof, the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties were by the Interim Order and hereby are authorized, but not required, to file or record (and to execute in the name of the Debtors and the Prepetition Secured Parties (as applicable), as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, including as may be reasonably required or deemed appropriate by the DIP Agent acting at the direction of the Required Lenders, or take possession of or control over cash or securities, or to amend or modify security documents, or enter into, amend or modify intercreditor agreements, or to subordinate existing liens and any other similar action or action in connection therewith or take any other action to document, validate and perfect the liens and security interests granted to them hereunder the ("Perfection Actions"). Whether or not the DIP Agent, on behalf of the DIP Secured Parties and acting at the direction of the Required Lenders, or the Prepetition Secured Parties shall take such Perfection Actions, such liens and security interests granted hereunder were by the Interim Order and hereby shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of the Interim Order. Upon the request of DIP Agent, acting at the direction of the Required Lenders, the Prepetition Secured Parties and the Debtors, without any further consent of any party, and at the sole cost of the Debtors as set forth herein, was, by the Interim Order, and hereby is authorized and directed, and such direction is hereby deemed to constitute required direction under the applicable DIP Documents or Prepetition Senior Secured Note Documents, to take, execute, deliver and file such actions, instruments and agreements (in each case, without representation or warranty of any kind) to enable the DIP Agent to further validate, perfect, preserve and enforce the DIP Liens in all jurisdictions required under the DIP Credit Agreement, including all local law documentation therefor determined to be reasonably necessary by the DIP Agent, acting at the direction of the Required Lenders; *provided*, however, that no action need be taken in a foreign jurisdiction that would jeopardize the validity and enforceability of the Prepetition Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date. The Adequate Protection Liens shall be valid and enforceable against any trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code (or in any other Successor Cases), and/or upon the dismissal of any of the

Chapter 11 Cases or Successor Cases. The Adequate Protection Liens shall not be subject to Bankruptcy Code sections 506(c), 510, 549, or 550. No lien or interest avoided and preserved for the benefit of any Debtor's estate pursuant to Bankruptcy Code section 551 shall be made *pari passu* with or senior to the Adequate Protection Liens or the Carve-Out.

(b) A certified copy of the Interim Order or this Final Order may, in the discretion of the DIP Agent, acting at the direction of the Required Lenders, or the Prepetition Secured Parties, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices were by the Interim Order and hereby are authorized and directed to accept a certified copy of the Interim Order or this Final Order for filing and/or recording, as applicable. The Automatic Stay shall be modified to the extent necessary to permit the DIP Agent and the Prepetition Secured Parties to take all actions, as applicable, referenced in this subparagraph (b) and the immediately preceding subparagraph (a).

16. *Preservation of Rights Granted Under this Final Order*.

(a) Other than the Carve-Out and other claims and liens expressly granted or permitted by this Final Order, no claim or lien having a priority superior to or *pari passu* with those granted by the Interim Order or this Final Order to the DIP Agent and the other DIP Secured Parties or the Prepetition Secured Parties shall be permitted while any of the DIP Obligations or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under this Final Order, the DIP Liens and the Adequate Protection Liens shall not be: (i) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the

Bankruptcy Code or otherwise; (iii) subordinated to or made *pari passu* with any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors; or (iv) subject or junior to any intercompany or affiliate liens or security interests of the Debtors.

(b) Upon the occurrence of (i) any Event of Default or (ii) any violation of the terms of this Final Order, where applicable, default interest shall accrue and be paid as set forth in the DIP Credit Agreement. Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting any of these Chapter 11 Cases to cases under chapter 7: (A) the DIP Superpriority Claims, the 507(b) Claims, the DIP Liens, and the Adequate Protection Liens, and any claims related to the foregoing, shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations and Adequate Protection Obligations shall have been paid in full (and that such DIP Superpriority Claims, 507(b) Claims, DIP Liens and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest, including without limitation, any appointed trustee); (B) the other rights granted by the Interim Order or this Final Order, including with respect to the Carve-Out, shall not be affected and (C) this Court shall retain jurisdiction, notwithstanding such dismissal, for purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in the Interim Order and this Final Order.

(c) If any or all of the provisions of the Interim Order or this Final Order are hereafter vacated, reversed or modified on appeal, such vacatur, reversal or modification shall not affect (i) the validity, priority or enforceability of any DIP Obligations or Adequate Protection

Obligations incurred prior to the actual receipt of written notice by the DIP Agent or the Prepetition Agent, as applicable, of the effective date of such reversal, modification, vacatur or stay, (ii) the validity, priority, or enforceability of the DIP Liens or the Adequate Protection Liens or the Carve-Out. Notwithstanding any reversal, modification or vacatur on appeal of any use of Cash Collateral, any DIP Obligations, DIP Liens, Adequate Protection Obligations or Adequate Protection Liens incurred by the Debtors and granted to any of the DIP Secured Parties or the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by the DIP Agent or the Prepetition Agent, as applicable, of the effective date of such reversal, modification or vacatur on appeal, shall be governed in all respects by the original provisions of the Interim Order or this Final Order, and the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to, and are hereby granted, all the rights, remedies, privileges and benefits arising under sections 364(e) and 363(m) of the Bankruptcy Code, the Interim Order, this Final Order and the DIP Documents with respect to all uses of Cash Collateral, DIP Obligations and Adequate Protection Obligations.

(d) Except as expressly provided in this Final Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Obligations and the 507(b) Claims and all other rights and remedies of the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of the Interim Order, this Final Order and the DIP Documents and the Carve-Out shall survive, and shall not be modified, impaired or discharged by: (i) entry of an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases or terminating the joint administration of the Chapter 11 Cases or by any other act or omission; (ii) entry of an order approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Documents); (iii) entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Final Order and the DIP Documents shall continue in the Chapter 11 Cases, in any Successor Cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens and the Adequate Protection Obligations and all other rights and remedies of the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Final Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full in cash, as set forth herein and in the DIP Documents, and the DIP Commitments have been terminated (and in the case of rights and remedies of the Prepetition Secured Parties, shall remain in full force and effect thereafter, subject to the terms of this Final Order), and the Carve-Out shall continue in full force and effect.

17. *Payment of Fees and Expenses*. The Debtors were by the Interim Order and hereby are authorized to and shall pay the DIP Fees and Expenses and the Adequate Protection Fees and Expenses whether or not included in the Approved Budget. Subject to the review procedures set forth in this paragraph 17, payment of all DIP Fees and Expenses and Adequate Protection Fees and Expenses shall not be subject to allowance or review by the Court. Each of the professionals for the DIP Agent, the other DIP Secured Parties, and the Prepetition Secured Parties shall not be required to comply with the U.S. Trustee fee guidelines, however, any time that such professionals seek payment of fees and expenses from the Debtors prior to the confirmation of a chapter 11 plan, each professional shall provide summary copies of its invoices (which shall not be required to contain time entries or details which may be redacted, summarized or modified to the extent

necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law) to the Debtors, the U.S. Trustee, and counsel to the Creditors' Committee and any other statutory committee appointed in the Chapter 11 Cases (together, the "Review Parties"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after the receipt of any such invoice by the Review Parties (the "Review Period"). If no written objection is received by 12:00 p.m. prevailing Central Time on the end date of the Review Period, the Debtors shall promptly pay such invoices within three (3) business days. If an objection to a professional's invoice is received within the Review Period, the Debtors shall promptly pay the undisputed amount of the invoice (without further order of, or application to, the Court or notice to any other party) and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtors were by the Interim Order and hereby are authorized and directed to pay on the closing date of the DIP Financing, the DIP Fees and Expenses and Adequate Protection Fees and Expenses incurred on or prior to such date without the need for any professional engaged by, or on behalf of, any of the DIP Secured Parties or the Prepetition Secured Parties to first deliver a copy of its invoice or other supporting documentation to the Review Parties (other than the Debtors). No attorney or advisor to any DIP Secured Parties or Prepetition Secured Parties shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to (i) any DIP Secured Parties in connection with or with respect to the DIP Facility and (ii) any Prepetition Secured Parties in connection with or with respect to these matters, were by the Interim Order and hereby are approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtors or any other person. The Automatic Stay shall be modified to the extent necessary to permit the Debtors to pay all amounts, as applicable, referenced in this paragraph 17.

18. *Effect of Stipulations on Third Parties*. The Debtors' stipulations, admissions, agreements and releases contained in the Interim Order and this Final Order shall be binding on the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances and for all purposes. The Debtors' stipulations, admissions, agreements and releases contained in the Interim Order and this Final Order shall be binding on all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless (a) such committee or any other party in interest with requisite standing (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the expiration of the Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, inter alia, in this paragraph) by no later than (i)(x) as to the Creditors' Committee only, the earliest of (i) 75 days from the formation of the Creditors' Committee, (ii) the commencement of the confirmation hearing of an Approved Plan and (iii) the commencement of

a sale hearing to approve an Approved Sale, (y) if the Chapter 11 Cases are converted to chapter 7 and a chapter 7 trustee or a chapter 11 trustee is appointed or elected prior to the end of the Challenge Period, then the Challenge Period for any such chapter 7 trustee or chapter 11 trustee shall be extended (solely as to such chapter 7 trustee and chapter 11 trustee) to the date that is the later of (1) 60 calendar days after entry of the Interim Order, or (2) the date that is 30 calendar days after the appointment of such chapter 7 or chapter 11 trustee, and (z) as for all other parties in interest, 60 calendar days after entry of the Interim Order; (ii) any such later date as has been agreed to in writing by the Debtors, the DIP Agent (acting at the direction of the Required Lenders) and Prepetition Secured Parties; or (iii) any such later date as has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (i)-(iii), the "Challenge Period"), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Obligations or the Prepetition Liens, or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "Challenges") against the Prepetition Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "Representative" and, collectively, the "Representatives") in connection with matters related to the Prepetition Senior Secured Note Documents, the Prepetition Obligations, the Prepetition Liens and the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, however, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim, and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred, including any amended or additional claims that may or could have been asserted thereafter through an amended complaint under Fed. R. Civ. P. 15 or otherwise. Notwithstanding anything contained herein to the contrary, the Challenge Period will be tolled for the Creditors' Committee if it formally moves for an order of this Court conferring standing or authority (the "**Standing Motion**") to bring a Challenge prior to the end of the Challenge Period, from the date the Creditors' Committee so moves until such time as standing is granted or denied (and if granted, for a period of five (5) business days thereafter) pursuant to an order of the Court with regard to such Standing Motion; *provided*, that (a) the Challenge Period will only be tolled if such Standing Motion attaches a proposed complaint identifying the specific Challenge(s) that the Creditors' Committee proposes to assert and the defendant(s) against whom such Challenge(s) are proposed to be asserted, and (b) will only be tolled with respect to such Challenge(s) and defendant(s) specifically identified therein. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (1) the Debtors' stipulations, admissions, agreements and releases contained in this Final Order shall be binding on all parties in interest; (2) the obligations of the Debtors under the Prepetition Senior Secured Note Documents, including the Prepetition Obligations, shall constitute allowed claims not subject to defense, avoidance, reduction, setoff, claim, counterclaim, cross-claim recharacterization, subordination (whether equitable, contractual or otherwise), disallowance, impairment, recoupment, offset, avoidance, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s); (3) the

Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to defense, avoidance, reduction, setoff, claim, counterclaim, cross-claim recharacterization, subordination (whether equitable, contractual or otherwise), disallowance, impairment, recoupment, offset, avoidance, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity; and (4) the Prepetition Obligations and the Prepetition Liens on the Prepetition Collateral shall not be subject to any other or further claim or challenge by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defenses, claims, causes of action, counterclaims and offsets by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against the Prepetition Secured Parties and their Representatives arising out of or relating to any of the Prepetition Senior Secured Note Documents, the Prepetition Obligations, the Prepetition Liens and the Prepetition Collateral shall be deemed forever waived, released and barred. If any such Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this Final Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any statutory or nonstatutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Final Order or in the Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Senior Secured Note Documents, the Prepetition Obligations or the Prepetition Liens, and any ruling on standing, if appealed, shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

19. *Limitation on Use of DIP Financing Proceeds and Collateral*. Notwithstanding any other provision of this Final Order or any other order entered by the Court, no DIP Loans, DIP Collateral, Prepetition Collateral (including Cash Collateral) or any portion of the Carve-Out, may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party (a) in connection with the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the DIP Secured Parties, the Prepetition Secured Parties, or their respective predecessors-in-interest, agents, affiliates, representatives, attorneys, or advisors, in each case in their respective capacity as such, or any action purporting to do the foregoing in respect of the DIP Obligations, DIP Liens, DIP Superpriority Claims, Prepetition Obligations and/or the Adequate Protection Obligations and Adequate Protection Liens granted to the Prepetition Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the DIP Obligations, the Prepetition Obligations and/or the liens, claims, rights, or security interests securing or supporting the DIP Obligations granted under this the Order, this Final Order, the DIP Documents or the Prepetition

Senior Secured Note Documents in respect of the Prepetition Obligations, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to sections 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise (*provided* that, notwithstanding anything to the contrary herein, the proceeds of the DIP Loans and/or DIP Collateral (including Cash Collateral) may be used by the Creditors' Committee to investigate (but not to prosecute or initiate the prosecution of, including the preparation of any complaint or motion on account of) (A) the claims and liens of the Prepetition Secured Parties and (B) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties up to an aggregate cap of no more than $100,000, (b) to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Parties, the DIP Agent's or the DIP Secured Parties', as applicable, enforcement or realization on the Prepetition Obligations, Prepetition Collateral, DIP Obligations, DIP Collateral, and the liens, claims and rights granted to such parties under the Interim Order or this Final Order, as applicable, each in accordance with the DIP Documents, the Prepetition Senior Secured Note Documents, this Interim Order or this Final Order; (c) to seek to modify any of the rights and remedies granted to the Prepetition Secured Parties, the DIP Agent or the other DIP Secured Parties under the Interim Order, this Final Order, the Prepetition Senior Secured Note Documents or the DIP Documents, as applicable; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens permitted pursuant to the DIP Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens, DIP Superpriority Claims, Adequate Protection Liens and 507(b) Claims granted to the Prepetition Secured Parties; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved or authorized by the Court, agreed to in writing by the DIP Lenders, expressly permitted under this

Final Order or permitted under the DIP Documents (including the Approved Budget), in each case unless all DIP Obligations, Prepetition Obligations, Adequate Protection Obligations, and claims granted to the DIP Secured Parties and Prepetition Secured Parties under the Interim Order and this Final Order, have been refinanced or paid in full in cash (including the cash collateralization of any letters of credit) or otherwise agreed to in writing by the DIP Secured Parties.

20. *Indemnification*. As approved upon entry of the Interim Order and pursuant to, and subject to the terms of, this Final Order on a final basis, the DIP Secured Parties and, subject to the challenge rights in paragraph 18 hereof, the Prepetition Secured Parties, have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the DIP Facility and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Facility or the use of Cash Collateral, the DIP Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, the DIP Secured Parties shall be and hereby are indemnified (as applicable) as provided in the DIP Documents, as applicable, including, without limitation, Section 9.04 of the DIP Credit Agreement. The Debtors agree that no exception or defense in contract, law, or equity existed as of the date of the Interim Order or exists as of the date of this Final Order to any obligation set forth, as the case may be, in this paragraph 21, in paragraph 21 of the Interim Order or in the DIP Documents to indemnify and/or hold harmless the DIP Secured Parties, and any such defenses that may be in existence as of the date of the Interim Order or this Final Order are hereby waived.

21. *Final Order Governs*. In the event of any inconsistency between the provisions of this Final Order, the Interim Order and the DIP Documents (including, but not limited to, with respect to the Adequate Protection Obligations), the provisions of this Final Order shall govern. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in the Interim Order, this Final Order and the DIP Documents, including, without limitation, the Approved Budget.

22. *Binding Effect; Successors and Assigns*. The DIP Documents and the provisions of this Final Order, including all findings herein, shall be, subject to the challenge rights in paragraph 18 hereof, binding upon all parties in interest in the Chapter 11 Cases, including, without limitation, the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Agent, the other DIP Secured Parties, the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided* that the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

23. *Limitation on Liability*. Nothing in the Interim Order, this Final Order, the DIP Documents, the Prepetition Senior Secured Note Documents or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or the Prepetition Secured Parties any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts. The DIP Secured Parties and Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral or Prepetition Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any aggregate diminution in the value thereof or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person. All risk of loss, damage or destruction of the DIP Collateral or Prepetition Collateral shall be borne by the Debtors. By virtue of making any loan or other extension of credit under the DIP Documents or permitting the use of the DIP Collateral or Prepetition Collateral (including Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to the Interim Order, this Final Order or the DIP Documents or Prepetition Senior Secured Note Documents, none of the DIP Secured Parties or the Prepetition Secured Parties shall (a) have any liability to any third party or be deemed to be in "control" of the operations of the Debtors; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; or (c) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" or "managing agent" with respect to the operation or management of any of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Final Order or the Interim Order shall

in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Agent, the other DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

24. *Proof of Claim*. The Prepetition Secured Parties shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case in order to assert claims for payment of the Prepetition Obligations arising under the Prepetition Senior Secured Note Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Senior Secured Note Documents. The statements of claim in respect of such indebtedness set forth in this Final Order, together with any evidence accompanying the DIP Motion and presented at the Interim Hearing and the Final Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status. The DIP Agent and the other DIP Secured Parties shall similarly not be required to file proofs of claim with respect to their DIP Obligations under the DIP Documents, and the evidence presented with the DIP Motion and the record established at the Interim Hearing and the Final Hearing are deemed sufficient to, and do, constitute proofs of claim with respect to their obligations, secured status, and priority. However, to facilitate the processing of claims, to ease the burden on the Court and to reduce any unnecessary expense to the Debtors' estates, the Prepetition Agent was by the Interim Order and hereby is authorized (but not directed), to file in the Debtors' lead Chapter 11 Case (Case No. 25-90105) (CML), a master proof of claim on behalf of their respective Prepetition Secured Parties, as applicable, on account of any and all of their respective claims arising under their Prepetition Senior Secured Note Documents and hereunder (as applicable) (each, a "Master Proof of Claim") against each of the applicable Debtors. Upon the filing of any such Master Proof

of Claim, each Prepetition Agent shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims of any type or nature whatsoever with respect to the Prepetition Senior Secured Note Documents, and the claim of each applicable Prepetition Secured Party (and each of its successors and assigns), named in a Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim in each of the Chapter 11 Cases of the applicable Debtors. The Master Proofs of Claim shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by the Debtors to the applicable Prepetition Secured Parties. Any proof of claim filed by any Prepetition Agent shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the Prepetition Secured Parties. Any order entered by the Court in relation to the establishment of a bar date for any claim (including without limitation administrative claims) in any of the Chapter 11 Cases or any Successor Cases shall not apply to the Prepetition Secured Parties with respect to the Prepetition Obligations or any claims arising under the Prepetition Senior Secured Note Documents.

25. *Insurance*. To the extent that the Prepetition Agent is listed as loss payee under the Debtors' insurance policies, the DIP Agent is also deemed to be the loss payee under the insurance policies (in any such case with the same priority of liens and claims thereunder relative to the priority of the Prepetition Liens and Adequate Protection Liens as set forth herein), and shall act in that capacity and distribute any proceeds recovered or received in respect of the insurance policies, to the indefeasible payment in full of the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the DIP Commitments, and to the payment of the applicable Prepetition Obligations.

26. *Credit Bidding*. (a) The DIP Agent shall have the right to credit bid, in accordance with the DIP Documents, in any sale of the DIP Collateral up to the full amount of the DIP Obligations and (b) subject to the limitations set forth in paragraph 18 of this Final Order, the Prepetition Agent shall have the right to credit bid in any sale of the Prepetition Collateral up to the full amount of the Prepetition Obligations, in each case as and to the extent provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same and whether any such sale is effectuated through sections 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, in each case unless the Court for cause orders otherwise.

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

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

29. *Payments Held in Trust*. Except as expressly permitted in this Final Order or the DIP Documents and except with respect to the Debtors, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations and termination of all DIP Commitments, such person or entity (other than a holder of a Prepetition

Permitted Prior Lien) shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agent and the other DIP Secured Parties and shall immediately turn over the proceeds to the DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this Final Order.

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

31. *No Third-Party Rights*. 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.

32. *Necessary Action*. The Debtors, the DIP Secured Parties and the Prepetition Secured Parties are each authorized to take all actions as are necessary or appropriate to implement the terms of this Final Order. In addition, the Automatic Stay is modified to permit affiliates of the Debtors who are not debtors in the Chapter 11 Cases to take all actions as are necessary or appropriate to implement the terms of this Final Order.

33. *Retention of Jurisdiction*. The Court retains jurisdiction to enforce the provisions of this Final Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

34. *Interim Order*. Except as specifically amended, superseded, or modified hereby, the provisions of the Interim Order and any actions taken by the Debtors, the DIP Secured Parties or the Prepetition Secured Parties in accordance therewith shall remain in effect and are hereby ratified by this Final Order.

Dated: ____________________, 2025
Houston, Texas

____
UNITED STATES BANKRUPTCY JUDGE

<u>Exhibit 1</u>

Updated DIP Budget

	Plenty DIP Budget Cash Flow (04.21.25 v1.0)	Post-Petition Forecast WE 04/25	Post-Petition Forecast WE 05/02	Post-Petition Forecast WE 05/09	Post-Petition Forecast WE 05/16	Post-Petition Forecast WE 05/23	Final Period Post-Petition
[1]	**Revenue (AR Collections)**	-	-	-	-	-	**-**
	Operating Expenses						
[2]	Payroll	(399,714)	-	(399,714)	-	(399,714)	(1,199,141)
[3]	Total Severance, Working Notice, and Final Payments	-	-	(38,000)	-	-	(38,000)
	Total Payroll & Severance Related Expenses	**(399,714)**	**-**	**(437,714)**	**-**	**(399,714)**	**(1,237,141)**
[4]	Benefits	(28,000)	(163,849)	-	(55,349)	(28,000)	(275,197)
[5]	Insurance	-	-	(5,000)	-	-	(5,000)
[6]	Rent & CAM	(2,500)	(351,862)	-	(4,000)	-	(358,362)
[7]	Navan, Credit, Travel	(49,000)	(20,000)	(20,000)	(45,000)	(18,000)	(152,000)
[8]	Software	(187,444)	(113,138)	(37,665)	(85,275)	-	(423,523)
[9]	Taxes	(7,147)	-	(28,363)	-	-	(35,510)
[10](1)	Other Non HC	(205,186)	(375,787)	(383,796)	(163,604)	(13,244)	(1,141,617)
	Total Operating Expenses	**(479,277)**	**(1,024,636)**	**(474,824)**	**(353,228)**	**(59,244)**	**(2,391,209)**
	Virginia Disbursements						
[11]	VA Farm - Critical Vendor Payments	(402,214)	(46,500)	(46,500)	(153,000)	(46,500)	(694,714)
[12]	RVA Construction Restart	(14,182)	-	-	(210,000)	-	(224,182)
[13]	Utilities Virginia	(9,410)	-	(100,000)	(22,319)	-	(131,729)
[14]	VA Opex/Supplies	(13,304)	(3,373)	(13,304)	(3,000)	(13,304)	(46,284)
[15]	VA Direct Materials	(2,860)	(2,860)	(2,860)	(2,860)	(2,860)	(14,298)
[16]	Richmond FLC Labor	(16,500)	(16,500)	(16,500)	(16,500)	(16,500)	(82,500)
	Total Virginia Disbursements	**(458,469)**	**(69,233)**	**(179,163)**	**(407,679)**	**(79,163)**	**(1,193,706)**
	Net Operating Cash Burn	**(1,337,459)**	**(1,093,869)**	**(1,091,701)**	**(760,906)**	**(538,120)**	**(4,822,056)**
[17]	Restricted Cash Settlement	(3,959,896)	-	-	-	-	(3,959,896)
[18]	Professional Fees Escrow Funding	(924,167)	(763,222)	(1,099,167)	(944,167)	(245,000)	(3,975,722)
[19]	UCC Advisor Fees	(750,000)	(250,000)	(250,000)	(250,000)	(250,000)	(1,750,000)
[20]	Lender Group Advisor Fees	-	(1,555,993)	-	-	(1,242,000)	(2,797,993)
[21]	Trustee Fees	-	-	-	-	(250,000)	(250,000)
[22]	Other CH11 Administration Costs	(250,000)	-	-	-	(200,000)	(450,000)
	Total Chapter 11 Administration Costs	**(5,884,062)**	**(2,569,216)**	**(1,349,167)**	**(1,194,167)**	**(2,187,000)**	**(13,183,611)**
	Debt/Financing Activities						
[23]	DIP Loan - Draw/(Paydown)	-	10,225,000	-	-	-	10,225,000
[24]	PrePetition Funding						-
[25]	DIP Facility Interest & Fees (PIK)						-
	Total Debt/Financing Activities	**-**	**10,225,000**	**-**	**-**	**-**	**10,225,000**
	Net Cash Flow	**(7,221,522)**	**6,561,916**	**(2,440,868)**	**(1,955,073)**	**(2,725,120)**	**(7,780,667)**
	Projected Opening Cash Balance (as of 4/21/25)	8,580,667	1,359,145	7,921,061	5,480,193	3,525,120	8,580,667
	Net Change in Cash	(7,221,522)	6,561,916	(2,440,868)	(1,955,073)	(2,725,120)	(7,780,667)
	Ending Cash Balance	**1,359,145**	**7,921,061**	**5,480,193**	**3,525,120**	**800,000**	**800,000**
	Restricted Cash	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
	Ending Accessible Cash	**1,059,145**	**7,621,061**	**5,180,193**	**3,225,120**	**500,000**	**500,000**

Notes:

(1): $495,000 of total KPMG budget to be addressed after emergence

<u>Exhibit A</u>

Blackline

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

In re:	)	Chapter 11
	)	
PLENTY UNLIMITED TEXAS LLC, et al.,[1]	)	Case No. 25-90105 (CML)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	**Re: Docket No. 22**

~~INTERIM~~FINAL ORDER (I) AUTHORIZING DEBTORS AND DEBTORS IN POSSESSION TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL, (II) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES, (IV) MODIFYING THE AUTOMATIC STAY, AND (V) ~~SCHEDULING A FINAL HEARING AND (VI)~~ GRANTING RELATED RELIEF

Upon the motion (the "DIP Motion")[2] of Plenty Unlimited Inc. and each of its affiliates that are debtors and debtors in possession (each, a "Debtor" and collectively, the "Debtors") in the above-captioned cases (the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c), 507 and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), Rules 2002, 4001, ~~6003,~~ 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Local

[1] The Debtors in this chapter 11 case, together with the last four digits of the Debtors' federal tax identification number, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1460 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Credit Agreement (as defined herein) or the DIP Motion, as applicable.

Rules") and the Procedures for Complex Cases promulgated in the Southern District of Texas (the "Complex Case Procedures" and together with the Local Rules, the "Bankruptcy Local Rules"), seeking entry of this ~~interim order (this "Interim Order") and the~~ Final Order (~~as defined herein~~this "Final Order") as applicable, among other things:

(a) authorizing Plenty Unlimited Inc. and Plenty Unlimited Texas LLC (the "DIP Borrowers") to obtain postpetition financing ("DIP Financing") pursuant to a superpriority, senior secured and priming debtor-in-possession term loan credit facility (the "DIP Facility") subject to the terms and conditions set forth in that certain Superpriority Senior Secured Debtor-in-Possession Loan Agreement attached ~~hereto~~to the Interim Order (as defined herein) as **Exhibit 1** (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "DIP Credit Agreement"), by and among the DIP Borrowers, the DIP guarantors (collectively, the "DIP Guarantors"), the lenders from time to time party thereto (collectively the "DIP Lenders") and GLAS USA LLC, as Administrative Agent and Collateral Agent (in its respective capacities, the "DIP Agent" and, collectively, with the DIP Lenders, the "DIP Secured Parties"), in an aggregate principal amount not to exceed $~~20,700,000~~22,225,000 (the commitments in respect thereof, the "DIP Commitments") of new money superpriority senior secured term loans in the aggregate principal amount of $~~20,700,000~~22,225,000 (the term loans made thereunder, the "DIP Term Loans"), of which $12,000,000 ~~will be~~was immediately available upon entry of ~~this~~the Interim Order in accordance with the terms and conditions set forth in the DIP Credit Agreement and $~~8,700,000 will be~~10,225,000 was available as a delayed draw term loan, subject to the terms set forth in the DIP Credit Agreement; and

(b) authorizing the Debtors to execute, deliver and perform under the DIP Credit Agreement and all other loan documentation related to the DIP Facility, including, without limitation, as applicable, security agreements, pledge agreements, control agreements, mortgages, deeds, charges, guarantees, promissory notes, intercompany notes, certificates, instruments, intellectual property security agreements, notes, and such other documents that may be reasonably requested by the DIP Agent and the DIP Lenders in connection with the DIP Facility, in each case, as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof (collectively, together with the DIP Credit Agreement and any other Credit Documents (as defined in the DIP Credit Agreement), ~~and this~~the Interim Order and this Final Order, the "DIP Documents");

(c) authorizing the Debtors to incur and jointly and severally, as applicable, guarantee loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including, without limitation, commitment fees, backstop premiums, administrative agency fees, collateral agency or security trustee fees and any other fees or premiums payable pursuant to the DIP Documents) costs, expenses and other liabilities, and all other obligations (including indemnities and similar obligations, whether contingent or absolute) and all other obligations due or payable under the DIP Documents (collectively, the "DIP Obligations"), and to perform such other and further acts as may be required, necessary, desirable or appropriate in connection therewith;

(d) subject to the Carve-Out (as defined herein), granting to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all DIP Obligations of the Debtors;

(e) granting to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on all prepetition and postpetition property of the Debtors' estates and all proceeds thereof, including, without limitation, all Cash Collateral (as defined herein), on the terms described herein, and~~, subject only to and effective upon entry of the Final Order,~~ any Avoidance Proceeds (as defined herein), in each case subject to the Carve-Out;

(f) authorizing the Debtors, the DIP Agent, acting at the direction of the Required Lenders (as defined in the DIP Credit Agreement), and the Prepetition Agent and the other respective Prepetition Secured Parties (each as defined below), to take all commercially reasonable actions to implement and effectuate the terms of this ~~Interim~~Final Order;

(g) waiving (a) all rights to surcharge the Prepetition Collateral (as defined herein) and the DIP Collateral (as defined herein) (together, the "Collateral") pursuant to section 506(c) of the Bankruptcy Code and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code;~~ *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order;~~

(h) waiving the equitable doctrine of "marshaling" and other similar doctrines (i) with respect to the DIP Collateral for the benefit of any party other than the DIP Secured Parties and (ii) with respect to any of the Prepetition Collateral (including the Cash Collateral) for the benefit of any party other than the Prepetition Secured Parties) (as defined herein);~~ *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order;~~

(i) authorizing the Debtors to use proceeds of the DIP Facility and Cash Collateral (as defined herein) solely in accordance with ~~this~~the Interim Order, this Final Order and the DIP Documents;

(j) authorizing the Debtors to pay the DIP Obligations as such become earned, due and payable to the extent provided in, and in accordance with~~,~~ this ~~Interim~~Final Order and the DIP Documents;

(k) subject to the restrictions set forth in the DIP Documents, the Interim Order and this ~~Interim~~Final Order, authorizing the Debtors to use the Prepetition Collateral (as defined herein), including Cash Collateral (as defined herein) of the Prepetition Secured Parties under the Prepetition Senior Secured Note Documents (as defined herein), and provide adequate protection as and to the extent set forth herein, to the Prepetition Secured Parties for any diminution in value in the aggregate of their respective interests in the applicable Prepetition Collateral (including Cash Collateral), for any reason provided for under the Bankruptcy Code, including, without limitation, any diminution in value in the aggregate resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code (the "Automatic Stay"), the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral), and the priming of their respective interests in the Prepetition Collateral (including Cash Collateral);

(l) vacating or modifying the Automatic Stay to the extent set forth herein and to the extent necessary to permit the Debtors and their affiliates, the DIP Secured Parties and the Prepetition Secured Parties to implement and effectuate the terms and provisions of ~~this~~the Interim Order, this Final Order and the DIP Documents and~~, upon entry, the Final Order and~~ to deliver any notices of termination described below and as further set forth herein; and

(m) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this ~~Interim Order and, upon entry, the~~ Final Order;~~ and;~~

~~(n) scheduling a final hearing (the "Final Hearing") to consider final approval of the DIP Facility and use of Cash Collateral pursuant to a proposed final order (the "Final Order"), as set forth in the DIP Motion and the DIP Documents filed with this Court and approving the form of notice with respect to the Final Hearing.~~

The Court (as defined herein) having considered the interim relief requested in the DIP Motion, the exhibits attached thereto, the (i) *Declaration of Daniel Malech in Support of the Debtors' Chapter 11 Petitions and First Day Motions* [D.I. 24] (the "Malech Declaration"), (ii) *Declaration of Colin Adams in Support of the Debtors' Chapter 11 Petitions and First Day*

Motions [D.I. 23] (the "Adams Declaration"), and (iii) *Declaration of Richard Morgner in Support of (1) Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors (A) To Obtain Postpetition Financing and (B) To Utilize Cash Collateral, (II) Granting Adequate Protection and (III) Scheduling Final Hearing and (2) Debtors' Emergency Motion for Entry of an Order (I)(A) Approving Bid Procedures and Authorizing Sale Transaction; (B) Approving the Selection of Stalking Horse Bidder and the Debtors' Entry Into the Stalking Horse Agreement; (C) Scheduling Auction and Sale Hearing; (D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief* [D.I. 25] (the "Morgner Declaration" and, together with the Malech Declaration and Adams Declaration, the "DIP Declarations"), the available DIP Documents, and the evidence submitted and arguments made at the interim hearing held on March 24, 2025 (the "Interim Hearing"); and the final hearing held on April 23, 2025 (the "Final Hearing"); and the Court having entered an interim order authorizing financing on an interim basis and granting, among other things, adequate protection to the Prepetition Secured Parties [D.I. 67] (the "Interim Order") and due and sufficient notice of the ~~Interim~~Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Bankruptcy Local Rules; and the ~~Interim~~Final Hearing having been held and concluded; and all objections, if any, to the ~~interim~~ relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the ~~interim~~ relief requested in the DIP Motion ~~is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, otherwise~~ is fair and reasonable and in the best interests of the Debtors and their estates, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor.

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. *Petition Date*. On March 23, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Court"). On ~~[•], 2025~~the Petition Date, this Court entered an order approving the joint administration of the Chapter 11 Cases [D.I. 37].

B. *Debtors in Possession*. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. *Jurisdiction and Venue*. This Court has jurisdiction over the Chapter 11 Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Consideration of the DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings on the DIP Motion are proper before this Court pursuant to 28 U.S.C. § 1408. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m), 364(c), 364(d), 364(e), 503, 506, 507 and

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

552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, ~~6003,~~ 6004 and 9014, and Bankruptcy Local Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1.

D. *Committee Formation*. ~~As of the date hereof~~On April 8, 2025, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") ~~has not~~ appointed an official committee of unsecured creditors in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a "Creditors' Committee"). The Creditors' Committee hired its counsel on the evening of April 10, 2025, and hired a financial advisor on April 11, 2025.

E. *Notice*. The ~~Interim~~Final Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Under the circumstances, proper, timely, adequate and sufficient notice of the ~~Interim~~Final Hearing and the DIP Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice shall be required. ~~The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.~~

F. *Cash Collateral*. As used herein, the term "Cash Collateral" shall mean all of the Debtors' cash wherever located and held, including cash in deposit accounts, that constitutes or will constitute "cash collateral" of any of the Prepetition Secured Parties and the DIP Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors' Stipulations*. Subject only to the limitations ~~contained~~set forth in paragraph 18 ~~hereof~~of this Final Order, and after consultation with their attorneys and financial advisors, and in exchange for and as a material inducement to the Prepetition Secured Parties to agree to consent to access to the cash collateral, and subordination of the Prepetition Liens (as defined below) to the Carve-Out (as defined below) and DIP Liens (as defined below), approved upon entry of the Interim Order and approved pursuant to this Final Order on a final basis, the Debtors admit, stipulate and agree that:

(a) Prepetition Senior Secured Bridge Note. Pursuant to that certain Third Amended and Restated Note due March 28, 2025 (as may be amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time prior to the Petition Date, the "Prepetition Senior Secured Bridge Note" and the other Credit Documents (as defined in the Prepetition Senior Secured Bridge Note) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time prior to the Petition Date, the "Prepetition Senior Secured Note Documents") by and among (1) Plenty Unlimited Inc., as issuer (the "Prepetition Senior Secured Bridge Note Issuer"), (2) each of the debtor guarantors from time to time party thereto (collectively, the "Prepetition Senior Secured Bridge Note Guarantors" and, together with the Prepetition Senior Secured Bridge Note Issuer, the "Prepetition Senior Secured Bridge Note Parties"), (3) the Holders (as defined in the Prepetition Senior Secured Bridge Note) from time to time party thereto (collectively, in their capacities as such, the "Prepetition Senior Secured Bridge Note Holders"), and (4) One Madison Group, Plenty II, LLC, as collateral agent (in such capacity, the "Prepetition Agent" and, collectively, with the Prepetition Senior Secured Bridge Note Holders, the "Prepetition Secured Parties"), the Prepetition Secured Parties have extended the Prepetition Senior Secured Bridge Note, for the benefit of the Prepetition Secured Parties.

(b) Prepetition Obligations. The Prepetition Senior Secured Bridge Note Parties are justly and lawfully indebted and liable to the Prepetition Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, in the aggregate principal amount as of the Petition Date of not less than $8.675 million of outstanding Prepetition Senior Secured Bridge Note, which amounts were issued pursuant to, and in accordance with the Prepetition Senior Secured Note Documents, plus accrued and unpaid interest thereon, premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses (including any attorneys', accountants', appraisers', and financial advisors' reasonable and documented fees and expenses), charges, indemnities, and any other amounts, liabilities, or obligations of whatever nature, whenever arising or accruing (whether before or after the Petition Date), that may be due, owing, or chargeable in connection therewith, in each case, as and to the extent provided in the Prepetition Senior Secured Note Documents (collectively, the "Prepetition Obligations").

(c) Prepetition Liens. As more fully set forth in the Prepetition Senior Secured Note Documents, prior to the Petition Date, to secure the Prepetition Obligations, the Prepetition Senior Secured Bridge Note Parties granted to the Prepetition Agent, in its capacity as collateral agent, for its benefit and for the benefit of the other Prepetition Secured Parties, valid, binding, non-avoidable, properly perfected and enforceable first priority continuing liens on and security interests (collectively, the "Prepetition Liens") in the "Collateral" as defined in the Prepetition Senior Secured Note Documents, including, for the avoidance of doubt, Cash Collateral (the "Prepetition Collateral").

(d) *Validity, Perfection and Priority of Prepetition Senior Liens*. The Debtors acknowledge and agree that, as of the Petition Date, (1) the Prepetition Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value; (2) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to certain liens senior by operation of law (solely to the extent any such liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date, the "Prepetition Permitted Prior Liens"); (3) the Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Senior Secured Bridge Note Parties enforceable in accordance with the terms of the applicable the Prepetition Senior Secured Note Documents; (4) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (5) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Senior Secured Note Documents; and (6) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the Prepetition Liens securing the Prepetition Obligations.

(e) *No Claims or Causes of Action.* No claims or causes of action held by the Debtors or their estates exist against, or with respect to any Prepetition Secured Party (in its capacity as such) under any agreements by and among the Debtors and such Prepetition Secured Parties.

(f) *Release*. ~~Effective as of the date of entry of this Interim Order, each of~~Each of the Debtors and (subject to paragraph 18 hereof) the Debtors' estates, on its and their own behalf, on behalf of its and their respective past, present and future predecessors, heirs, successors, subsidiaries, and assigns, hereby (a) reaffirms the releases granted pursuant to paragraph 18 of the Interim Order and (b) absolutely, unconditionally and irrevocably releases and forever discharges and acquits the Prepetition Secured Parties and the DIP Secured Parties and each of their respective Representatives (as defined herein), in their capacity as Prepetition Secured Parties, DIP Secured Parties, and Representatives of the same (collectively, the "Released Parties"), from any and all (~~a~~x) obligations and liabilities to the Debtors (and their successors and assigns) and (~~b~~y) claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action, in each case, arising prior to the date of this ~~Interim~~Final Order of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, ~~upon~~on contract or tort or under any state or federal law or otherwise, in each case arising out of or related to (as applicable) the Prepetition Senior Secured Note Documents, the DIP Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this ~~Interim~~Final Order; *provided* that the releases set forth in this section shall not release any claims against a Released Party or liabilities that a court of competent jurisdiction determines results from the bad faith, fraud, gross negligence or willful misconduct of such Released Party. For the avoidance of doubt, nothing in this release shall relieve the DIP Secured Parties or the Debtors of their respective obligations under the DIP Documents from and after the date of this ~~Interim~~Final Order.

(g) *No Control*. None of the Prepetition Secured Parties, by virtue of any actions taken with respect to, in connection with, related to or arising from the Prepetition Senior Secured Note Documents or the DIP Documents, control (or have in the past controlled) the Debtors or their properties or operations, have authority to determine the manner in which any Debtor's operations are conducted or are control persons or insiders of the Debtors.

For the avoidance of doubt, paragraph G and all subparagraphs of Paragraph G are subject to the limitations set forth in paragraph 18 of this Final Order.

H. *Corporate Authority*. Each Debtor has all requisite corporate power and authority to execute and deliver the DIP Documents to which it is a party and to perform its obligations thereunder.

I. *Findings Regarding the DIP Financing and Use of Cash Collateral*.

(i) Good and sufficient cause has been shown for the entry of this ~~Interim~~Final Order and for authorization of the Debtors to obtain financing and to use ~~of~~ Cash Collateral pursuant to this ~~Interim~~Final Order and the DIP Documents.

(ii) The Debtors have ~~an immediate and~~a critical need to obtain the DIP Financing and to use the Prepetition Collateral (including Cash Collateral) ~~in order~~ to, among other things (a) permit the orderly continuation of the operation of their business, (b) maintain business relationships with vendors, suppliers and customers, (c) make payroll, (d) make capital expenditures, (e) satisfy other working capital and operational needs and (f) fund expenses of the

Chapter 11 Cases. In the absence of the DIP Facility and the use of Cash Collateral, the Debtors' business and estates would suffer ~~immediate and~~ irreparable harm. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, and the incurrence of new indebtedness under the DIP Documents and other financial accommodations provided under the DIP Documents are necessary and vital to the preservation and maintenance of the value of the Debtors and to a successful reorganization of the Debtors.

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

(iv) The Debtors may continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Prepetition Collateral and acquire equipment, inventory and other personal property, all of which constitute Prepetition Collateral (including Cash Collateral) under the Prepetition Senior Secured Note Documents that are subject to the Prepetition Secured Parties' security interests as set forth in the Prepetition Senior Secured Note Documents, as applicable.

(v) The Debtors desire to use a portion of the cash, rents, income, offspring, products, proceeds and profits described in the preceding paragraph that constitute Cash

Collateral of the Prepetition Secured Parties under section 363(a) of the Bankruptcy Code in their business operations. Certain prepetition rents, income, offspring, products, proceeds, and profits, in existence as of the Petition Date or hereafter created, including balances of funds in the Debtors' prepetition and postpetition operating bank accounts, also constitute Cash Collateral.

(vi) Based on the DIP Motion, the DIP Declarations and the record presented to the Court at the Interim Hearing and the Final Hearing, the terms of the DIP Financing, the terms of the adequate protection granted to the Prepetition Secured Parties as and to the extent set forth in paragraph 14 of this ~~Interim~~Final Order (the "Adequate Protection"), and the terms on which the Debtors may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to this ~~Interim~~Final Order and the DIP Documents are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(vii) The DIP Financing, the Adequate Protection and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties and the Prepetition Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Financing and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and any DIP Obligations, shall be deemed to have been extended by the DIP Agent and the other DIP Secured Parties and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance ~~upon~~on the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code ~~in the event that~~if this ~~Interim~~Final Order or any provision hereof is vacated, reversed or modified on appeal or otherwise.

(viii) The Prepetition Secured Parties acted in good faith regarding the DIP Financing and the Debtors' continued use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses (including the incurrence and payment of and performance under the Adequate Protection Obligations and the granting of the Adequate Protection Liens (as defined herein)), in accordance with the terms hereof, and the Prepetition Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of sections 363(m) and 364(e) of the Bankruptcy Code ~~in the event that~~if this ~~Interim~~Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(ix) The Prepetition Secured Parties are entitled to the Adequate Protection provided in ~~this~~the Interim Order and this Final Order as and to the extent set forth therein and herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code. Based on the DIP Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements and of the use of the Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral (including the Cash Collateral), and the Prepetition Secured Parties in each case have consented or are deemed hereby to have consented to the use of the Prepetition Collateral (including the Cash Collateral), the priming of the respective Prepetition Liens by the DIP Liens pursuant to the terms set forth in ~~this~~the Interim Order, this Final Order and the DIP Documents; *provided* that nothing in ~~this~~the Interim Order, this Final Order or the DIP Documents shall (x) be construed as ~~the~~ affirmative consent by the Prepetition Secured Parties for the use of Cash Collateral other than on the terms set forth in ~~this~~the Interim Order and this Final Order and in the context of the DIP Financing authorized by ~~this~~the Interim Order and this Final Order to the extent such consent has been or is deemed to have been given, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior) other than as contemplated by the DIP Financing authorized by ~~this~~the Interim Order, and this Final Order or (z) prejudice, limit or otherwise impair the rights of any Prepetition Secured Parties to seek new, different or additional adequate protection, as applicable, or assert any rights of the Prepetition Secured Parties, and the rights of any other party in interest, including the Debtors and the Creditors' Committee, to object to such relief are hereby preserved.

(x) The Debtors ~~have~~ prepared and delivered to the respective advisors to the DIP Secured Parties an initial budget (the "Initial DIP Budget"), attached ~~hereto~~ as Exhibit 2 to the Interim Order. The Initial DIP Budget ~~reflects~~reflected, among other things, the Debtors' projected sources and uses of cash, anticipated disbursements and liquidity for each calendar week covered thereby, in form and substance satisfactory to the Required Lenders. The Initial DIP Budget ~~may be modified, amended, extended and updated from time to time in accordance with the DIP Credit Agreement, and once~~was approved by the Required Lenders~~, shall supplement and replace the Initial DIP Budget for the periods covered thereby~~ (the Initial DIP Budget and each subsequent approved budget, shall constitute without duplication, an "Approved Budget"). The ~~Initial DIP Budget has been thoroughly reviewed by the Debtors and their management and their advisors, and the Debtors believe that the Initial DIP Budget is reasonable under the facts and circumstances~~current Approved Budget is attached hereto as Exhibit 1. All Approved Budgets must be provided to the Creditors' Committee, including all reasonably requested line items and final detail/backup schedules, and reasonably requested final cash flow models with assumptions and formulas otherwise created in connection with such Approved Budget (subject to all applicable confidentiality provisions of the Creditors' Committee's bylaws and any orders of this Court). The Approved Budget may be modified, amended and updated from time to time in accordance with the DIP Credit Agreement. The DIP Secured Parties have relied and are relying, in part, upon the Debtors' agreement to comply with the Approved Budget (subject only to permitted variances), the other DIP Documents and this ~~Interim~~Final Order in determining to enter into the postpetition financing arrangements provided for in this ~~Interim~~Final Order and the DIP Documents.

(xi) The Debtors have agreed that, as a condition to obtaining financing under the DIP Facility and the use of Cash Collateral and as a material inducement to the DIP Secured Parties' agreement to provide the DIP Facility and the Prepetition Secured Parties' consent to the use of Cash Collateral, ~~that~~ each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to any of the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Collateral~~; *provided* that the foregoing shall be without prejudice to the terms of the Final Order with respect to the period from and after the entry of the Final Order~~.

J. ~~*Immediate Entry*. Sufficient cause exists for immediate entry of this Interim Order pursuant to~~*Relief Essential; Best Interests*. The Final Hearing was held in accordance with Bankruptcy Rules 4001(b)(2)~~,~~ and (c)(2) and ~~6003. Absent granting the relief set forth in this Interim Order, the Debtors' estates will be immediately and irreparably harmed~~Bankruptcy Local Rule 4001-1(b). Consummation of the DIP Financing and the permitted use of Prepetition

Collateral (including Cash Collateral), in accordance with ~~this Interim Order~~the Orders and the DIP Documents, are therefore in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. The DIP Motion and this ~~Interim~~Final Order comply with the requirements of Local Rule 4001-1(b).

K. *Prepetition Permitted Prior Liens; Continuation of Prepetition Liens*. Nothing herein shall constitute a finding or ruling by this Court that any alleged Prepetition Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to, the Debtors, the DIP Agent, the other DIP Secured Parties ~~or~~, the Prepetition Secured Parties or the Creditors' Committee, to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prepetition Permitted Prior Lien and/or security interests~~, except as otherwise agreed among such parties prior to the Petition Date,~~ and the rights of the Debtors, the DIP Agent, the other DIP Secured Parties, ~~and~~ the Prepetition Secured Parties and the Creditors' Committee to raise such challenges under applicable bankruptcy and non-bankruptcy law, including without limitation Va. Code §§ 11-4.6(B), 43-7(A), 43-9, 43-20, 43-21, and 43-23, are expressly reserved and preserved. The ~~Prepetition Liens, and the~~ DIP Liens that prime the Prepetition Liens~~,~~ are continuing liens and the DIP Collateral is and will continue to be encumbered by such liens until indefeasible payment in full of all ~~Prepetition Obligations and all~~ DIP Obligations~~, respectively.~~. Subject to paragraph 18 hereof, the Prepetition Liens are continuing liens and the Prepetition Collateral is and will continue to be encumbered by such liens until indefeasible payment in full of all Prepetition Obligations.

Based ~~upon~~on the foregoing findings and conclusions, the DIP Motion and the record before the Court with respect to the DIP Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The ~~interim~~ relief sought in the DIP Motion is granted, the ~~interim~~ financing described herein is authorized and approved, and the use of Cash Collateral on ~~an interim~~a final basis is authorized, in each case subject to the terms and conditions set forth in the DIP Documents and this ~~Interim~~Final Order. All objections to entry of this ~~Interim~~Final Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits.

2. *Authorization of the DIP Financing and the DIP Documents*.

(a) The Debtors were authorized by the Interim Order and are hereby authorized to execute, deliver, enter into and, as applicable, perform all of their obligations under the DIP Documents and such other and further acts as may be necessary, appropriate or desirable in connection therewith. The DIP ~~Borrower is~~Borrowers were authorized by the Interim Order and are hereby authorized to borrow money pursuant to the DIP Credit Agreement, and each DIP Guarantor was authorized pursuant to the Interim Order and is hereby authorized to provide a guaranty of payment in respect of the DIP ~~Borrower's~~Borrowers' obligations with respect to such borrowings, subject to any limitations on borrowing under the DIP Documents, which borrowings shall be used for all purposes permitted under the DIP Documents and this ~~Interim~~Final Order (and subject to and in accordance with the Approved Budget) (subject to any permitted variances).

(b) In furtherance of the foregoing and without further approval of this Court, each Debtor was by the Interim Order and hereby is authorized and directed to perform all acts, to make, execute and deliver all instruments, certificates, agreements, charges, deeds and documents (including, without limitation, the execution or recordation of pledge and security agreements, guarantees, mortgages, financing statements and other similar documents), and to pay all premiums, fees, expenses and indemnities in connection with or that may be reasonably required, necessary, or desirable for the Debtors' performance of their obligations under or related to the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Documents and one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case, in such form as the Debtors and the DIP Agent (acting in accordance with the terms of the DIP Credit Agreement and at the direction of the Required Lenders) may agree, it being understood that no further approval of this Court shall be required for any authorizations, amendments, waivers, consents or other modifications to and under the DIP Documents (and any fees and other expenses (including attorneys', accountants', appraisers' and financial advisors' fees), amounts, charges, costs, indemnities and other obligations paid in connection therewith) that do not shorten the maturity of the extensions of credit thereunder or increase the aggregate commitments or the rate of interest payable thereunder. Updates, modifications and supplements to the Approved Budget shall not require any further approval of this Court.

(ii) the non-refundable payment to the DIP Secured Parties, as the case may be, of all fees and premiums, including (without limitation) any amendment fees, prepayment premiums, backstop premiums, early termination fees, servicing fees, audit fees, liquidator fees, structuring fees, administrative agent's fees, collateral agent's or security trustee's fees, upfront fees, upfront premiums, closing fees, commitment fees, closing date fees, exit premiums or original issue discount or agency fees, indemnities and professional fees and expenses (subject to the terms of paragraph 17 below) (the payment of which fees and expenses were, by the Interim Order, and hereby shall be irrevocable, and ~~shall be~~were, by the Interim Order, and hereby shall be deemed to have been, approved upon entry of ~~this~~the Interim Order, whether any such fees or premiums arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, and upon payment thereof, pursuant to the Interim Order were not and hereby shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment, or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law or otherwise by any person or entity) and any amounts due (or that may become due) in respect of any indemnification and expense reimbursement obligations, in each case referred to in the DIP Documents (or in any separate letter agreements) and the costs and expenses as may be due from time to time, including, without limitation, the fees and expenses of the professionals retained by, or on behalf of, any of the DIP Agent or the other DIP Secured Parties (subject to the terms of paragraph 17 below) payable under the DIP Loan Documents or otherwise (including without limitation those of Davis Polk & Wardwell LLP, Sullivan & Cromwell LLP, Porter Hedges LLP, Moses & Singer LLP and any local legal counsel or other advisors in any foreign jurisdictions and any other advisors as are permitted under the applicable DIP Documents), in each case, as provided for hereunder and in the DIP Documents (collectively, the "DIP Fees and Expenses"), without the need to file retention motions or fee applications; *provided*, however, that the DIP Fees and

Expenses incurred prior to, and which are unpaid as of, the Closing Date (as defined in the DIP Credit Agreement) shall be paid indefeasibly by the Debtors upon the occurrence of the Closing Date; and

(iii) the performance of all other acts required under or in connection with ~~this~~the Interim Order, this Final Order and the DIP Documents, including the granting of the DIP Liens and the DIP Superpriority Claims and perfection of the DIP Liens and DIP Superpriority Claims as permitted herein and therein, and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith, in each case in accordance with the terms of the DIP Documents.

3. *DIP Obligations*. Upon execution and delivery of the DIP Documents, the DIP Documents ~~shall~~ constituted (and, as of the date of the entry of this Final Order, continue to constitute) legal, valid, binding and non-avoidable obligations of the Debtors, enforceable against each Debtor and their estates in accordance with the terms of the DIP Documents and this ~~Interim~~Final Order, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases"). Upon execution and delivery of the DIP Documents, the DIP Obligations ~~will~~included (and, as of the date of the entry of this Final Order, continue to include) all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to any of the DIP Agent or the other DIP Secured Parties, in each case, under, or secured by, the DIP Documents~~ or this~~, the Interim Order or this Final Order, including all principal, interest, costs, fees, expenses (including, without limitation, the DIP Fees and Expenses), premiums, indemnities and other

amounts under the DIP Documents (including ~~this~~the Interim Order or this Final Order). The Debtors shall be jointly and severally liable for the DIP Obligations. Except as permitted hereby, no obligation, payment, transfer, or grant of security hereunder or under the DIP Documents to any of the DIP Secured Parties (including their respective Representatives) shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

4. *Carve-Out*.

(a) *Priority of Carve-Out*. Each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and the Adequate Protection Claims shall be subject and subordinate to payment of the Carve-Out.

(b) *Carve-Out.* As used in this ~~Interim~~Final Order, the term "Carve-Out" means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in (iii) below); (ii) all reasonable and documented fees and expenses up to $100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors (the "Debtor Professionals") or the Creditors' Committee pursuant to section 327, 328, 363, or 1103 of the Bankruptcy Code (the "Committee Professionals", and together with the Debtor Professionals, the "Estate Professionals") (in each case, other than any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors) at any time before or on the day of delivery by the DIP Agent (acting at the direction of Required Lenders) of a Carve-Out Trigger Notice (as defined below) and without regard to whether such fees and expenses are provided for in any Approved Budget, whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (the amounts set forth in this clause (iii) being the "Pre-Carve-Out Trigger Notice Cap"); and (iv) Allowed Professional Fees of Estate Professionals in an aggregate amount not to exceed $1,200,000 incurred on or after the first business day following delivery by the DIP Agent of the Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise, (the amount set forth in this clause; (iv) being the "Post-Carve-Out Trigger Notice Cap" and, together with the Pre-Carve-Out Trigger Notice Cap and the amounts set forth in clauses (i) through (ii), the "Carve-Out Cap"); provided that nothing herein shall be construed to impair the ability of any party in interest to object to the fees, expenses, reimbursement or compensation described in this paragraph 4(b) on any grounds. The Carve-Out shall be subject to the applicable restrictions on the use of proceeds of the DIP Loans and Cash Collateral.

(c) Within five (5) business days of the initial funding of the DIP Loans, the Debtors shall fund into an account not subject to the control of the DIP Agent or the Prepetition Agent or any of the DIP Lenders or Prepetition Secured Parties (the "Debtor Carve-Out Account") an amount equal to the total budgeted Debtor Professionals' fees, respectively, for the first two (2) weeks set forth in the Approved Budget and, thereafter, the Debtors are authorized to transfer into the Debtor Carve-Out Account on a weekly basis cash in an amount equal to the ~~estimated Debtor Professionals' fees (~~greater of (i) the amount estimated by each Debtor Professional in their reasonable discretion by each Monday for the next unfunded week upon notice to counsel for the DIP Secured Parties (email being sufficient) and to which no objection by any DIP Secured Party or counsel thereto has been received by such Debtor Professional (email being sufficient) within two (2) business days and (ii) the budgeted line item for each Debtor Professional for the next unfunded week set forth in the Approved Budget (each of (i) and (ii), excluding any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors); for the avoidance of doubt, to the extent an objection is received from a DIP Secured Party or counsel thereto to a Debtor Professional estimate, then the Debtor Carve-Out Account shall be funded by the amount set forth in paragraph 4(c)(ii) above. Within five (5) business days of entry of this Order, the Debtors shall fund into an account not subject to the control of the DIP Agent or the Prepetition Agent or any of the DIP Lenders or Prepetition Secured Parties and separate from the Debtor Carve-Out Account (the "Committee Carve-Out Account" and together with the Debtor Carve-Out Account, the "Carve-Out Accounts") an amount equal to the total budgeted Committee Professionals' fees, respectively, for the first two (2) weeks of such fees set forth in the Approved Budget and, thereafter, the Debtors are authorized to transfer into the Committee Carve-Out Account on a weekly basis cash in an amount equal to greater of (1) the amount estimated by each Committee Professional in their reasonable discretion by each Monday for the next unfunded week upon notice to counsel for the DIP Secured Parties (email being sufficient) and to which no objection by any DIP Secured Party or counsel thereto has been received by such Committee Professional (email being sufficient) within two (2) business days and (2) the budgeted line item each Committee Professional for the next unfunded week set forth in the Approved Budget~~, which shall be determined by the applicable Debtor Professional in its reasonable discretion~~ (each of (1) and (2), excluding any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors); for the avoidance of doubt, to the extent an objection is received from a DIP Secured Party or counsel thereto to a Committee Professional estimate, then the Committee Carve-Out Account shall be funded by the amount set forth in paragraph 4(c)(2) above. To the extent an objection by any DIP Secured Party or counsel thereto is received pursuant to this paragraph 4, the Debtors, the Creditors' Committee and/or any party in interest shall be entitled to seek an emergency hearing (with the DIP Secured Parties pursuant to the terms of this Final Order automatically consenting to such emergency hearing) with the Court for the purpose determining the incremental funding (if any) for the applicable Carve-Out Account. Thereafter, the Debtors shall use such funds held in ~~the~~each Carve-Out Account solely to pay ~~Debtors' Professional~~the applicable Estate Professionals' fees as they become allowed and payable pursuant to interim or final orders of the Court; provided, that the Debtors' obligations to pay the Allowed Professional Fees of the Estate Professionals shall not be limited or deemed limited to funds held in the Carve-Out ~~Account.~~ Accounts. The Carve-Out Accounts shall not be subject to the control of the DIP Lenders, DIP Agent, Prepetition Agent, or Prepetition Secured Parties, and the funds transferred to the Carve-Out Accounts shall not be subject to the DIP Liens, constitute DIP Collateral, nor be available to pay the DIP Superpriority Claims, until all amounts set forth in this paragraph 4 are paid in full.

(d) Immediately upon the delivery of a Carve-Out Trigger Notice (as defined below), and prior to the payment of any DIP Obligations, the Debtors shall be required to deposit into ~~the~~each applicable Carve-Out Account cash held by the Debtors (which deposit shall be deemed approved under the DIP Documents) in an amount equal to the difference between the Carve-Out Cap for each of the Debtor and Committee Professionals (plus, for the deposit into the Debtor Carve-Out Account, the amounts set forth in paragraph 4(b)(i) and 4(b)(ii) above), and the balance held in the applicable Carve-Out Account as of the Carve-Out Trigger Notice Date (as defined below). Notwithstanding anything to the contrary herein or in the DIP Documents, following delivery of a Carve-Out Trigger Notice, neither the DIP Agent nor the Prepetition Agent shall sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve-Out ~~Account has~~Accounts have been fully funded as permitted above in an amount equal to all obligations benefitting from the Carve-Out. The amounts in the Carve-Out ~~Account~~Accounts shall be available only to satisfy Allowed Professional Fees and other amounts included in the Carve-Out until such amounts are paid in full. The amount in the Carve-Out ~~Account~~Accounts shall be reduced on a dollar-for-dollar basis in the aggregate for Allowed Professional Fees that are paid after the delivery of the Carve-Out Trigger Notice, and the Carve-Out ~~Account~~Accounts shall not be replenished for such amounts so paid. The failure of the Carve-Out ~~Account~~Accounts to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out. For the avoidance of doubt, (i) disbursements by the Debtors from the Carve-Out ~~Account~~Accounts shall not constitute loans or indebtedness under the DIP Documents or the Prepetition Senior Secured Note Documents or otherwise increase or reduce the DIP Obligations or the Prepetition Obligations, and (ii) the incurrence or payment of any Carve-Out shall not be restricted by the Approved Budget. In no way shall the Carve-Out, the Carve-Out ~~Account~~Accounts, any Approved Budget, or anything contained herein be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by or any other administrative expense claims that the Estate Professionals may assert against the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise).

(e) For purposes of the foregoing, "Carve-Out Trigger Notice" shall mean a written notice delivered by email by the DIP Agent (acting at the direction of the Required Lenders) (or, after the applicable DIP Obligations have been indefeasibly paid in full and the DIP Commitments terminated, any Prepetition Agent) to the Debtors, their restructuring counsel, the U.S. Trustee, and counsel to the Creditors' Committee (if any), which notice may only be delivered following the occurrence and during the continuation of an Event of Default (as defined in the DIP Credit Agreement) (or, after the DIP Obligations have been indefeasibly paid in full and the DIP Commitments terminated, any occurrence that would constitute an Event of Default hereunder and that is continuing), stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(f) On the day on which a Carve-Out Trigger Notice is received by the Debtors (the "Carve-Out Trigger Notice Date"), the Carve-Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date (net of any professional retainers) and any available cash thereafter to fund the Carve-Out ~~Account~~Accounts, as applicable, in cash in an amount equal to (but not to exceed) the Carve-Out Cap, and immediately following receipt of a Carve-Out Trigger Notice, and prior to the payment of any Obligations, the Debtors shall be required to deposit to the applicable Carve-Out ~~Account~~Accounts an amount equal to the applicable Carve-Out Cap (which shall be determined, in the case of the Pre-Carve-Out Trigger Notice Cap by the applicable Estate Professionals in good-faith in their reasonable discretion based on the amount of then-unpaid Allowed

Professional Fees, and may include a reasonable estimate of the applicable Estate Professionals' then-incurred fees and expenses not yet allowed) less any amount then held in the applicable Carve-Out Account as of the Carve-Out Trigger Notice Date pursuant to this paragraph 4.

(g) For the avoidance of doubt, to the extent that professional fees and expenses of the Estate Professionals have been incurred by the Debtors or ~~a~~the Creditors' Committee ~~(if appointed)~~ at any time before or on the first business day after delivery by the DIP Agent (acting at the direction of the Required Lenders) of a Carve-Out Trigger Notice but have not yet been allowed by the Court, such professional fees and expenses of the Estate Professionals shall constitute Allowed Professional Fees benefiting from the Carve-Out upon their allowance by the Court, whether by interim or final compensation order and whether before or after delivery of the Carve-Out Trigger Notice, and the applicable Carve-Out Account shall include such professional fees and expenses.

(h) The DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall not be responsible for the direct payment or reimbursement of any fees or expenses of any Estate Professionals incurred in connection with the Chapter 11 Cases or any Successor Case under any chapter of the Bankruptcy Code, regardless of whether payment of such fees or disbursement has been allowed by the Court. Nothing in this Final Order, the Interim Order or otherwise shall be construed to obligate any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties in any way to pay compensation to or reimburse expenses of any Estate Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or expense reimbursement.

(i) All funds in the Carve-Out ~~Account~~Accounts shall be used first to pay all applicable obligations benefitting from the Pre-Carve-Out Trigger Notice Cap, until paid in full, and then the applicable obligations benefitting from the Post-Carve-Out Trigger Notice Cap. If, after paying all amounts set forth in the definition of Carve-Out, the Carve-Out ~~Account has~~Accounts have not been reduced to zero, all remaining funds in the Carve-Out ~~Account~~Accounts shall be distributed to the DIP Agent on account of the DIP Obligations.

5. *DIP Superpriority Claims*. Pursuant to section 364(c)(1) of the Bankruptcy Code, and subject to the Carve-Out, as approved upon entry of the Interim Order and pursuant to this Final Order on a final basis, all of the DIP Obligations ~~shall~~ constitute allowed superpriority administrative expense claims against the Debtors on a joint and several basis (without the need to file any proof of claim) ~~with~~whether now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, including any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the "DIP Superpriority Claims") and, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, shall be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof (excluding claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "Avoidance Actions") but~~, subject to the entry of the Final Order,~~ including any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise ("Avoidance

Proceeds")) in accordance with the DIP Documents, ~~this~~the Interim Order or ~~the~~this Final Order, subject and subordinate only to the Carve-Out. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code ~~in~~if the ~~event that this~~ Interim Order, this Final Order or any provision thereof or hereof is vacated, reversed or modified, on appeal. The DIP Superpriority Claims shall be subject and subordinate to the Carve-Out and the funds in the Carve-Out Accounts.

6. *DIP Liens*. ~~As~~Subject to the Carve-Out, as security for the DIP Obligations, effective and automatically and properly perfected upon the date of ~~this~~the Interim Order and without the necessity of the execution, recordation or filing by the Debtors or any of the DIP Secured Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements, intellectual property filings or other similar documents, notation of certificates of title for titled goods or other similar documents, instruments, deeds, charges or certificates, or the possession or control by the DIP Agent of, or over, any Collateral, without any further action by the DIP Agent or the DIP Secured Parties, the following valid, binding, continuing, enforceable and non-avoidable security interests and liens (all security interests and liens granted to the DIP Agent, for its benefit and for the benefit of the other DIP Secured Parties, pursuant to ~~this~~the Interim Order, this Final Order and the DIP Documents, the "DIP Liens") ~~are hereby~~were, by the Interim Order, and hereby are (and continue to be) granted to the DIP Agent for its own benefit and the benefit of the other DIP Secured Parties (all property identified in clauses (a) through (c) below being collectively referred to as the "DIP Collateral").

(a) *Liens on Unencumbered Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, and subject to the Carve-Out, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all tangible, intangible, real, personal or mixed prepetition and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents, and profits thereof, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code (each, to the extent in compliance as subject to any bar date order entered by this Court), including, without limitation, any and all unencumbered cash of the Debtors and any investment of cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, equity interests of subsidiaries, joint ventures and other entities, wherever located, and the proceeds, products, rents and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (the "Unencumbered Property"), in each case other than the Avoidance Actions (but, for the avoidance of doubt, ~~subject to entry of the Final Order,~~ "Unencumbered Property" shall include Avoidance Proceeds).

(b) *Liens Priming Prepetition Liens*. Pursuant to section 364(d)(1) of the Bankruptcy Code, and subject to the Carve-Out, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Debtors subject to the Prepetition Liens, regardless of where located, regardless whether or not any liens on such assets are voided, avoided, invalidated, lapsed or unperfected (the "Priming Liens"), which Priming Liens shall be senior in all respects to the interests of the Prepetition Secured Parties arising from the current and future liens of the Prepetition Secured Parties (including, without limitation, the Adequate Protection Liens granted to the Prepetition Secured Parties) (the "Primed Liens").

(c) *Liens Junior to Certain Other Liens*. Pursuant to section 364(c)(3) of the Bankruptcy Code, and subject to the Carve-Out, a valid, binding, continuing, enforceable, fully perfected security interest in and lien ~~upon~~on all tangible and intangible prepetition and postpetition property of the Debtors that is subject to (i) valid, perfected and non-avoidable senior liens in existence immediately prior to the Petition Date (that are senior to the Primed Liens) or (ii) valid and non-avoidable senior liens (other than the Primed Liens) in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date, solely to the extent permitted by section 546(b) of the Bankruptcy Code (each, to the extent in compliance as subject to any bar date order entered by this Court), which shall be (x) immediately junior and subordinate to any such valid, perfected and non-avoidable senior liens (other than the Primed Liens) in existence immediately prior to the Petition Date, and (y) any such valid and non-avoidable senior liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date solely as permitted by section 546(b) of the Bankruptcy Code; *provided* that nothing in the foregoing clauses (i) and (ii) shall limit the rights of the DIP Secured Parties under the DIP Documents to the extent such liens are not permitted thereunder; and

(d) *Liens Senior to Certain Other Liens.* The DIP Liens shall be subject to the Carve-Out and not be (i) except for the Carve-Out, subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in the DIP Documents or in this ~~Interim~~Final Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors, or (C) any intercompany or affiliate liens of the Debtors or security interests of the Debtors; or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted after the date hereof.

(e) Notwithstanding anything to the contrary in this Order, for purposes of this Order, DIP Liens shall not encumber and DIP Collateral shall not include (i) leasehold interests of non-residential real property to the extent that such applicable lease prohibits or restricts the granting of such liens pursuant to applicable non-bankruptcy law (but shall include the proceeds of the sale or disposition of such leases) and (ii) any security deposits (in possession of the Debtors or the landlord) or the Debtors' interests, if any, in pre-paid rent, to the extent that such liens are prohibited pursuant to the underlying lease documents under applicable non-bankruptcy law; provided that, the DIP Liens and Adequate Protection Liens shall extend to any such security deposits or pre-paid rent upon reversion thereof to the Debtors, if at all, as well as any proceeds or value of such leasehold interests whether by sale, financing, or other disposition or form of transfer, termination or transaction; provided, further, any liens granted herein relating to the Debtors' insurance policies shall not interfere with any rights held by a landlord under such policies to any such insurance proceeds for damage to landlord's property.

7. *Protection of DIP Lenders' Rights*.

(a) So long as there are any DIP Obligations outstanding or the DIP Lenders have any outstanding DIP Commitments under the DIP Documents, the Prepetition Secured Parties shall: (i) other than with the consent of the Required Lenders, have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Senior Secured Note Documents, the Interim Order or this ~~Interim~~Final Order, or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral, including in connection with the Adequate Protection Liens; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, the DIP Collateral (but not any proceeds of such transfer, disposition or sale to the extent remaining after payment in cash in full of the DIP Obligations and termination of the DIP Commitments), to the extent such transfer, disposition, sale or release is authorized under the DIP Documents; (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect its security interests in the DIP Collateral other than as necessary to give effect to this ~~Interim~~the Order or this Final Order other than, (x) solely as to this clause (iii), the ~~DIP Agent~~ filing of any financing statements or other documents to perfect the liens granted pursuant to ~~this~~the Interim Order or this Final Order, or (y) as may be required by applicable state law or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date; and (iv) deliver or cause to be delivered, at the Debtors' cost and expense, any termination statements, releases and/or assignments in favor of the DIP Agent or the other DIP Secured Parties or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to any sale or Court-approved disposition.

(b) To the extent that the Prepetition Agent or any other Prepetition Secured Party is a secured party under any account control agreement, listed as an additional insured, loss payee under any of the Debtors' insurance policies, or is the secured party under any loan document, financing statement, deed of trust, mortgage, or other instrument or document ~~which~~that may otherwise be required under the law of any jurisdiction to validate, attach, perfect, or prioritize liens (any such instrument, a "Security Document"), the DIP Agent or the Prepetition Agent (as applicable) shall also be deemed to be the secured party under each such Security Document, and shall have all the rights and powers attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received subject to the Carve-Out and in accordance with the terms of the Interim Order and/or ~~the~~this Final Order, as applicable, and the other DIP Documents. To the extent any Prepetition Secured Party has possession of any Prepetition Collateral or DIP Collateral or has control with respect to any Prepetition Collateral or DIP Collateral, or has been noted as a secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party shall be deemed to maintain such possession or notation or exercise such control as a gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Agent and the other DIP Secured Parties, and such Prepetition Secured Party shall comply with the instructions of the DIP Agent, acting at the direction of the Required Lenders, with respect to the exercise of such control or possession.

(c) Any Prepetition Collateral, or proceeds thereof, that ~~are~~is subject to the Primed Liens received by the Prepetition Secured Parties in connection with the exercise of any right or remedy (including setoff) relating to the Prepetition Collateral or otherwise received by a Prepetition Secured Party shall be segregated and held in trust for the benefit of and forthwith paid over to the DIP Agent for the benefit of the DIP Secured Parties in the same form as received by the Prepetition Secured Parties, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The DIP Agent is hereby authorized to make any such endorsements as agent for the Prepetition Secured Parties. This authorization is coupled with an interest and is irrevocable.

8. *Rights and Remedies Upon Event of Default*. Upon the occurrence and during the continuation of an Event of Default that has not been waived by the Required Lenders and following delivery of written notice (a "Termination Notice") (including by e-mail) on not less than five (5) business days' notice (such five (5) business day period, the "DIP Agent Remedies Notice Period") to restructuring counsel to the Debtors, lead restructuring counsel to the Prepetition Agent, counsel to the Creditors' Committee~~ (if any)~~, and the U.S. Trustee, (the "Remedies Notice Parties"), the DIP Agent may (acting at the direction of the Required Lenders) (and any automatic stay otherwise applicable to the DIP Secured Parties, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this ~~Interim~~Final Order (including this paragraph) is hereby modified), without further notice to, hearing of, or order from this Court, to the extent necessary to permit the DIP Agent (acting at the direction of the Required Lenders) to, unless the Court orders otherwise (*provided* that during the DIP Agent Remedies Notice Period, the Debtors, the Creditors' Committee ~~(if any) ~~and/or any party in interest shall be entitled to seek an emergency hearing (with the DIP Secured Parties ~~hereby~~pursuant to the terms of this Final Order automatically consenting to such emergency hearing) with the Court for the purpose of contesting whether, in fact, an Event of Default has

occurred and is continuing or authorizing the non-consensual use of Cash Collateral, and *provided, further* that if a request for such hearing is made prior to the end of the DIP Agent Remedies Notice Period, then the DIP Agent Remedies Notice Period shall be continued until the Court hears and rules with respect thereto): (a) immediately terminate and/or revoke the Debtors' right under this ~~Interim~~Final Order and any other DIP Documents to use any Cash Collateral (subject to the Carve-Out and related provisions) and except as necessary for the Debtors' to pay employee and tax related obligations and pay expenses necessary to the survival of the Debtors' business, in accordance with the Approved Budget and this Interim Order, (b) terminate the DIP Facility and any DIP Document as to any future liability or obligation of the DIP Secured Parties but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; (c) declare all DIP Obligations to be immediately due and payable; and (d) invoke the right to charge interest at the default rate under the DIP Documents. Upon delivery of such Termination Notice by the DIP Agent (acting at the direction of the Required Lenders), without further notice to or order of the Court and subject to the Carve-Out and related provisions, the DIP Secured Parties' and the Prepetition Secured Parties' consent to use Cash Collateral and the Debtors' ability to incur additional DIP Obligations hereunder will, subject to the expiration of the DIP Agent Remedies Notice Period and unless the Court orders otherwise, automatically terminate and the DIP Secured Parties will have no obligation to provide any DIP Loans or other financial accommodations. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of same on the docket. In addition, upon repayment of all DIP Obligations, without further notice to or order of the Court, the Prepetition Secured Parties' consent to use Cash Collateral hereunder will automatically terminate.

(a) Following an Event of Default and the delivery of the Termination Notice, but prior to exercising the remedies set forth in this subparagraph 8(a) or any other remedies (other than those set forth in the above paragraph 8), the DIP Secured Parties shall be required to file a motion with the Court seeking emergency relief (the "Stay Relief Motion") on not less than five (5) business days' notice to the Remedies Notice Parties (which may run concurrently with the DIP Agent Remedies Notice Period) for a further order of the Court modifying the automatic stay in the Chapter 11 Cases to permit the DIP Secured Parties to, subject to the Carve-Out and related provisions: (a) freeze monies or balances in the Debtors' accounts; (b) immediately set-off any and all amounts in accounts maintained by the Debtors with any DIP Agent or the other DIP Secured Parties against the DIP Obligations, (c) enforce any and all rights against the DIP Collateral, including, without limitation, foreclosure on all or any portion of the DIP Collateral, occupying the Debtors' premises, sale or disposition of the DIP Collateral; and (d) take any other actions or exercise any other rights or remedies permitted under this ~~Interim~~Final Order, the DIP Documents or applicable law.

(b) If the DIP Secured Parties are permitted by order of the Court to take any enforcement action with respect to the DIP Collateral following the hearing on the Stay Relief Motion, the Debtors shall cooperate with the DIP Secured Parties in their efforts to enforce their security interest in the DIP Collateral, and shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such DIP Secured Parties from enforcing their security interests in the DIP Collateral. Until such time that the Stay Relief Motion has been adjudicated by the Court, the Debtors may use the proceeds of the DIP Facility to the extent drawn prior to the occurrence of an Event of Default or Cash Collateral to fund operations in accordance with the Approved Budget and the terms of the DIP Documents and this Final Order.

The Debtors shall promptly cause ~~of~~a copy of any Stay Relief Motion to be served on any party that has filed a request for notices with this Court.

(c) No rights, protections or remedies of the DIP Agent or the other DIP Secured Parties, the Prepetition Agent or the other Prepetition Secured Parties granted by the provisions of ~~this~~the Interim Order, this Final Order or the DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

9. *Limitation on Charging Expenses Against Collateral.* ~~No~~Except for the Carve-Out, no costs or expenses of administration of the Chapter 11 Cases or any Successor Cases (as defined below) or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral (including Cash Collateral); or the Prepetition Collateral, pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Agent (acting at the direction of the Required Lenders) or the Prepetition Secured Parties, as applicable, and no consent shall be implied from any other action, inaction or acquiescence by the DIP Agent, the other DIP Secured Parties or the Prepetition Secured Parties, and nothing contained in this ~~Interim~~Final Order shall be deemed to be a consent by the DIP Agent, the other DIP Secured Parties or the Prepetition Secured Parties to any charge, lien, assessment or claims against the DIP Collateral or the Prepetition Collateral under section 506(c) of the Bankruptcy Code or otherwise~~; *provided* further that the foregoing~~

~~waiver shall be without prejudice to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order~~.

10. *No Marshaling*. In no event shall the DIP Agent, the other DIP Secured Parties or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition Obligations, or the Prepetition Collateral~~; *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order~~. Further, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to the Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any Prepetition Collateral; *provided*~~ that the foregoing waiver shall be without prejudice to any provisions of the Final Order.~~, however, that, in the event of an enforcement of remedies in accordance with the DIP Documents and this Final Order, the DIP Secured Parties and Prepetition Secured Parties shall use commercially reasonable efforts to first satisfy the DIP Superpriority Claims and/or the Adequate Protection Claims, as applicable, from applicable Collateral other than (i) Avoidance Proceeds and (ii) commercial tort claims against DIP Secured Parties, Prepetition Secured Parties and/or the Debtors' current or former directors and officers, before seeking to recover from (i) Avoidance Proceeds or (ii) commercial tort claims against DIP Secured Parties, Prepetition Secured Parties and/or the Debtors' current or former directors and officers, subject only to the Carve-Out.

11. *Payments Free and Clear*. Any and all payments or proceeds remitted to the DIP Agent by, through or on behalf of the DIP Secured Parties or the Prepetition Agent on behalf of the Prepetition Secured Parties pursuant to the provisions of ~~this~~the Interim Order, this Final Order, the DIP Documents or any subsequent order of the Court shall be irrevocable, received

free and clear of any claim, charge, assessment or other liability, including without limitation, ~~subject to entry of the Final Order,~~ any claim or charge arising out of or based on, directly or indirectly, sections 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by, through or on behalf of the Debtors.

12. *Use of Cash Collateral*. The Debtors were by the Interim Order, and are hereby authorized, subject to the terms and conditions of this ~~Interim~~Final Order, to use all Cash Collateral in accordance with the DIP Documents and the Approved Budget; *provided* that (a) the Prepetition Secured Parties are granted the Adequate Protection as hereinafter set forth and (b) except on the terms and conditions of this ~~Interim~~Final Order, the Debtors shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court.

13. *Adequate Protection*. The Prepetition Secured Parties ~~are~~were, by the Interim Order, and hereby are (or continue to be) entitled, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, and subject to the Carve-Out, to adequate protection of their respective interests in all Prepetition Collateral (including Cash Collateral) in an amount equal to the aggregate diminution in the value of the Prepetition Secured Parties' respective interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date for any reason provided for under the Bankruptcy Code, including, without limitation, any aggregate diminution resulting from the sale, lease or use by the Debtors of the Prepetition Collateral, the priming of the Prepetition Liens by the DIP Liens pursuant to the DIP Documents~~ and this~~, the Interim Order and this Final Order, the grant of any other lien under section 364 of the Bankruptcy Code or the stay of the Prepetition Secured Parties' rights under the Prepetition Collateral, the payment of any amounts under the Carve-Out or pursuant to ~~this~~the Interim Order, ~~the~~this Final Order or any other order of the Court or provision of the Bankruptcy Code or

otherwise, and the imposition of the Automatic Stay (the "Adequate Protection Claims")~~,~~. In consideration of the foregoing, the Prepetition Secured Parties ~~are hereby~~were by the Interim Order and hereby are (or continue to be) granted the following as Adequate Protection for, and to secure repayment of an amount equal to such Adequate Protection Claims, and as an inducement to the Prepetition Secured Parties to consent to the priming of the Prepetition Liens and use of the Prepetition Collateral (including Cash Collateral) (collectively, the "Adequate Protection Obligations"):

(a) *Adequate Protection Liens*. The Prepetition Secured Parties ~~are hereby~~were, by the Interim Order, and hereby are (or continue to be) granted (effective and perfected upon the date of ~~this~~the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements~~)~~, and subject to the Carve-Out, in the amount of the Prepetition Secured Parties' Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the DIP Collateral other than Avoidance Proceeds (the "Adequate Protection Liens"), in each case subject and subordinate only to the DIP Liens (and any Prepetition Permitted Prior Liens) and the Carve-Out.

(i) *Section 507(b) Claims*. The Prepetition Secured Parties were by the Interim Order and are hereby (or continue to be) granted, subject to the Carve-Out, an allowed superpriority administrative expense claim as provided for in section 507(b) of the Bankruptcy Code in the amount of the Adequate Protection Claims, which, to the fullest extent permitted under the Bankruptcy Code, shall be junior in priority to the DIP Superpriority Claims, and the Carve-Out, but senior in priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the "507(b)

Claims”), which 507(b) Claims shall have recourse to and be payable from all prepetition and postpetition property of the Debtors and all proceeds thereof (excluding Avoidance Actions, but including~~, subject to entry of the Final Order,~~ Avoidance Proceeds). Except to the extent expressly set forth in ~~this~~the Interim Order, ~~the~~this Final Order or the DIP Documents, the Prepetition Secured Parties shall not receive or retain any payments, property or other amounts in respect of the 507(b) Claims unless and until the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have indefeasibly been paid in cash in full and all DIP Commitments have been terminated.

(b) *Additional Adequate Protection.*

(i) *Budget and Financial Covenants*. Upon indefeasible payment in full of all DIP Obligations and all other obligations under the DIP Facility, (i) the Approved Budget shall continue to be updated in accordance with the terms and conditions of the DIP Credit Agreement and (ii) the Prepetition Secured Parties ~~are~~were by the Interim Order and hereby continue to be hereby entitled to performance of those certain financial and other covenants set forth in Article VI of the DIP Credit Agreement.

(c) *Prepetition Secured Parties Fees and Expenses.* As further Adequate Protection, the Debtors shall provide the Prepetition Secured Parties, without duplication of fees paid for the benefit of the DIP Secured Parties, cash payments of all reasonable and documented prepetition and postpetition fees and expenses, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of primary, special, conflicts and local counsel (in each applicable jurisdiction) and financial advisors to (i) One Madison Group – Plenty II, LLC and its affiliates, including without limitation, Davis Polk & Wardwell LLP, Porter Hedges LLP and Moses & Singer LLP and (ii) SVF II Pacific (DE) LLC and its affiliates, including without limitation Sullivan & Cromwell LLP, Porter Hedges LLP and Moses & Singer LLP (the "Adequate Protection Fees and Expenses") (and such counsel and advisors, the "Prepetition Secured Parties Advisors"), subject to the review procedures set forth in paragraph 17 of this ~~Interim~~Final Order.

(d) *Adequate Protection Information Rights*. The Debtors shall promptly provide the Prepetition Secured Parties and the Prepetition Secured Parties Advisors (and subject to applicable confidentiality restrictions contained in any of the Prepetition Senior Secured Note Documents), and the Creditors' Committee (subject to all applicable confidentiality provisions of the Creditors' Committee's bylaws and any orders of this Court) with all required written financial reporting and other periodic reporting that is required to be provided to the DIP Agent or the other DIP Secured Parties under the DIP Documents, including without limitation the reporting required under Article V of the DIP Credit Agreement.

(e) *Maintenance of Collateral*. The Debtors shall continue to maintain and insure the Prepetition Collateral and DIP Collateral in amounts and for the risks, and by the entities, as required under the Prepetition Senior Secured Note Documents and the DIP Documents.

14. *Reservation of Rights of Prepetition Secured Parties*. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; *provided* that the Prepetition Secured Parties may request further or different adequate protection and the Debtors or any other party in interest may contest any such request.

15. *Perfection of DIP Liens and Adequate Protection Liens.*

(a) Without in any way limiting the automatic validity and effective perfection of the DIP Liens granted pursuant to paragraph 6 of the Interim Order and paragraph 6 hereof and the Adequate Protection Liens granted pursuant to paragraph 14 of the Interim Order and paragraph 14 hereof, the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties ~~are~~were by the Interim Order and hereby are authorized, but not required, to file or record (and to execute in the name of the Debtors and the Prepetition Secured Parties (as applicable), as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, including as may be reasonably required or deemed appropriate by the DIP Agent acting at the direction of the Required Lenders, or take possession of or control over cash or securities, or to amend or modify security documents, or enter into, amend or modify intercreditor agreements, or to subordinate existing liens and any other similar action or action in connection therewith or take any other action ~~in order~~ to document, validate and perfect the liens and security interests granted to them hereunder the ("Perfection Actions"). Whether or not the DIP Agent, on behalf of the DIP Secured Parties and acting at the direction of the Required Lenders, or the Prepetition Secured Parties shall take such Perfection Actions, ~~the~~such liens and security interests granted hereunder were by the Interim Order and hereby shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of ~~this~~the Interim Order. Upon the request of DIP Agent, acting at the direction of the Required Lenders, the Prepetition Secured Parties and the Debtors, without any further consent of any party, and at the sole cost of the Debtors as set forth herein, ~~are~~was, by the Interim Order, and hereby is authorized and directed, and such direction is hereby deemed to constitute required direction under the applicable DIP

Documents or Prepetition Senior Secured Note Documents, to take, execute, deliver and file such actions, instruments and agreements (in each case, without representation or warranty of any kind) to enable the DIP Agent to further validate, perfect, preserve and enforce the DIP Liens in all jurisdictions required under the DIP Credit Agreement, including all local law documentation therefor determined to be reasonably necessary by the DIP Agent, acting at the direction of the Required Lenders; *provided*, however, that no action need be taken in a foreign jurisdiction that would jeopardize the validity and enforceability of the Prepetition Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date. The Adequate Protection Liens shall be valid and enforceable against any trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code (or in any other Successor Cases), and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The Adequate Protection Liens shall not be subject to Bankruptcy Code sections 506(c), 510, 549, or 550. No lien or interest avoided and preserved for the benefit of any Debtor's estate pursuant to Bankruptcy Code section 551 shall be made *pari passu* with or senior to the Adequate Protection Liens or the Carve-Out.

(b) A certified copy of ~~this~~the Interim Order or this Final Order may, in the discretion of the DIP Agent, acting at the direction of the Required Lenders, or the Prepetition Secured Parties, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices ~~are~~were by the Interim Order and hereby are authorized and directed to accept a certified copy of ~~this~~the Interim Order or this Final Order for filing and/or recording, as applicable. The Automatic Stay shall be modified to the extent necessary to permit the DIP Agent and the

Prepetition Secured Parties to take all actions, as applicable, referenced in this subparagraph (b) and the immediately preceding subparagraph (a).

16. *Preservation of Rights Granted Under this ~~Interim~~Final Order.*

(a) Other than the Carve-Out and other claims and liens expressly granted or permitted by this ~~Interim~~Final Order, no claim or lien having a priority superior to or *pari passu* with those granted by ~~this~~the Interim Order or this Final Order to the DIP Agent and the other DIP Secured Parties or the Prepetition Secured Parties shall be permitted while any of the DIP Obligations or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under this ~~Interim~~Final Order, the DIP Liens and the Adequate Protection Liens shall not be: (i) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise; (iii) subordinated to or made *pari passu* with any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors; or (iv) subject or junior to any intercompany or affiliate liens or security interests of the Debtors.

(b) Upon the occurrence of (i) any Event of Default or (ii) any violation of the terms of this ~~Interim~~Final Order, where applicable, default interest shall accrue and be paid as set forth in the DIP Credit Agreement. Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting any of these Chapter 11 Cases to cases under chapter 7: (A) the DIP Superpriority Claims, the 507(b)

Claims, the DIP Liens, and the Adequate Protection Liens, and any claims related to the foregoing, shall continue in full force and effect and shall maintain their priorities as provided in this ~~Interim~~Final Order until all DIP Obligations and Adequate Protection Obligations shall have been paid in full (and that such DIP Superpriority Claims, 507(b) Claims, DIP Liens and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest, including without limitation, any appointed trustee); (B) the other rights granted by ~~this~~the Interim Order or this Final Order, including with respect to the Carve-Out, shall not be affected and (C) this Court shall retain jurisdiction, notwithstanding such dismissal, for purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in ~~this~~the Interim Order and this Final Order.

(c) If any or all of the provisions of ~~this~~the Interim Order or this Final Order are hereafter vacated, reversed or modified on appeal, such vacatur, reversal or modification shall not affect (i) the validity, priority or enforceability of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the DIP Agent or the Prepetition Agent, as applicable, of the effective date of such reversal, modification, vacatur or stay, (ii) the validity, priority, or enforceability of the DIP Liens or the Adequate Protection Liens or the Carve-Out. Notwithstanding any reversal, modification or vacatur on appeal of any use of Cash Collateral, any DIP Obligations, DIP Liens, Adequate Protection Obligations or Adequate Protection Liens incurred by the Debtors and granted to any of the DIP Secured Parties or the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by the DIP Agent or the Prepetition Agent, as applicable, of the effective date of such reversal, modification or vacatur on appeal, shall be governed in all respects by the original provisions of ~~this~~the Interim Order or this Final Order, and the DIP Secured Parties and the Prepetition

Secured Parties shall be entitled to, and are hereby granted, all the rights, remedies, privileges and benefits arising under sections 364(e) and 363(m) of the Bankruptcy Code, ~~this~~the Interim Order, this Final Order and the DIP Documents with respect to all uses of Cash Collateral, DIP Obligations and Adequate Protection Obligations.

(d) Except as expressly provided in this ~~Interim~~Final Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Obligations and the 507(b) Claims and all other rights and remedies of the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of ~~this~~the Interim Order, this Final Order and the DIP Documents and the Carve-Out shall survive, and shall not be modified, impaired or discharged by: (i) ~~the~~ entry of an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases or terminating the joint administration of the Chapter 11 Cases or by any other act or omission; (ii) ~~the~~ entry of an order approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Documents); (iii) ~~the~~ entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this ~~Interim~~Final Order and the DIP Documents shall continue in the Chapter 11 Cases, in any Successor Cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens and the Adequate Protection Obligations and all other rights and remedies of the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this ~~Interim~~Final Order and the

DIP Documents shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full in cash, as set forth herein and in the DIP Documents, and the DIP Commitments have been terminated (and in the case of rights and remedies of the Prepetition Secured Parties, shall remain in full force and effect thereafter, subject to the terms of this ~~Interim~~Final Order), and the Carve-Out shall continue in full force and effect.

17. *Payment of Fees and Expenses*. The Debtors were by the Interim Order and hereby are authorized to and shall pay the DIP Fees and Expenses and the Adequate Protection Fees and Expenses whether or not included in the Approved Budget. Subject to the review procedures set forth in this paragraph 17, payment of all DIP Fees and Expenses and Adequate Protection Fees and Expenses shall not be subject to allowance or review by the Court. Each of the professionals for the DIP Agent, the other DIP Secured Parties, and the Prepetition Secured Parties shall not be required to comply with the U.S. Trustee fee guidelines, however, any time that such professionals seek payment of fees and expenses from the Debtors prior to the confirmation of a chapter 11 plan, each professional shall provide summary copies of its invoices (which shall not be required to contain time entries or details which may be redacted, summarized or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law) to the Debtors, the U.S. Trustee, and counsel to ~~any~~the Creditors' Committee and any other statutory committee appointed in the Chapter 11 Cases (together, the "Review Parties"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the

grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after the receipt of any such invoice by the Review Parties (the "Review Period"). If no written objection is received by 12:00 p.m. prevailing Central Time on the end date of the Review Period, the Debtors shall promptly pay such invoices within three (3) business days. If an objection to a professional's invoice is received within the Review Period, the Debtors shall promptly pay the undisputed amount of the invoice (without further order of, or application to, the Court or notice to any other party) and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtors were by the Interim Order and hereby are authorized and directed to pay on the closing date of the DIP Financing, the DIP Fees and Expenses and Adequate Protection Fees and Expenses incurred on or prior to such date without the need for any professional engaged by, or on behalf of, any of the DIP Secured Parties or the Prepetition Secured Parties to first deliver a copy of its invoice or other supporting documentation to the Review Parties (other than the Debtors). No attorney or advisor to any DIP Secured Parties or Prepetition Secured Parties shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to (i) any DIP Secured Parties in connection with or with respect to the DIP Facility and (ii) any Prepetition Secured Parties in connection with or with respect to these matters, ~~are~~were by the Interim Order and hereby are approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtors or any other person. The Automatic Stay shall be modified to the extent necessary to permit the Debtors to pay all amounts, as applicable, referenced in this paragraph 17.

18. *Effect of Stipulations on Third Parties*. The Debtors' stipulations, admissions, agreements and releases contained in ~~this~~the Interim Order and this Final Order shall be binding ~~upon~~on the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances and for all purposes. The Debtors' stipulations, admissions, agreements and releases contained in ~~this~~the Interim Order and this Final Order shall be binding ~~upon~~on all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless (a) such committee or any other party in interest with requisite standing (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the expiration of the Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, inter alia, in this paragraph) by no later than (i)(x) as to the Creditors' Committee only, ~~60 calendar~~the earliest of (i) 75 days from the formation of the Creditors' Committee, (ii) the commencement of the confirmation hearing of an Approved Plan and (iii) the commencement of a sale hearing to approve an Approved Sale, (y) if the Chapter 11 Cases are converted to chapter 7 and a chapter 7 trustee or a chapter 11 trustee is appointed or elected prior to the end of the Challenge Period, then the Challenge Period for any such chapter 7 trustee or chapter 11 trustee shall be extended (solely as to such chapter 7 trustee and chapter 11 trustee) to the date that is the later of (1) 60 calendar days after entry of ~~this~~the Interim Order, or (2) the date that is 30 calendar days after the appointment of such chapter 7 or

chapter 11 trustee, and (z) as for all other parties in interest, 60 calendar days after entry of ~~this~~the Interim Order; (ii) any such later date as has been agreed to in writing by the Debtors, the DIP Agent (acting at the direction of the Required Lenders) and Prepetition Secured Parties; or (iii) any such later date as has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (i)-(iii), the "Challenge Period"), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Obligations or the Prepetition Liens, or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "Challenges") against the Prepetition Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "Representative" and, collectively, the "Representatives") in connection with matters related to the Prepetition Senior Secured Note Documents, the Prepetition Obligations, the Prepetition Liens and the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, however, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim, and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred, including any amended or additional claims that may or could have been asserted thereafter through an amended complaint under Fed. R. Civ. P. 15 or otherwise.

Notwithstanding anything contained herein to the contrary, the Challenge Period will be tolled for the Creditors' Committee if it formally moves for an order of this Court conferring standing or authority (the "**Standing Motion**") to bring a Challenge prior to the end of the Challenge Period, from the date the Creditors' Committee so moves until such time as standing is granted or denied (and if granted, for a period of five (5) business days thereafter) pursuant to an order of the Court with regard to such Standing Motion; *provided*, that (a) the Challenge Period will only be tolled if such Standing Motion attaches a proposed complaint identifying the specific Challenge(s) that the Creditors' Committee proposes to assert and the defendant(s) against whom such Challenge(s) are proposed to be asserted, and (b) will only be tolled with respect to such Challenge(s) and defendant(s) specifically identified therein. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (1) the Debtors' stipulations, admissions, agreements and releases contained in this ~~Interim~~Final Order shall be binding on all parties in interest; (2) the obligations of the Debtors under the Prepetition Senior Secured Note Documents, including the Prepetition Obligations, shall constitute allowed claims not subject to defense, avoidance, reduction, setoff, claim, counterclaim, cross-claim recharacterization, subordination (whether equitable, contractual or otherwise), disallowance, impairment, recoupment, offset, avoidance, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s); (3) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to defense, avoidance, reduction, setoff, claim, counterclaim, cross-claim recharacterization, subordination (whether equitable, contractual or otherwise), disallowance, impairment, recoupment, offset, avoidance, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity; and (4) the Prepetition Obligations and the Prepetition Liens on the Prepetition Collateral shall not be subject to any other or further claim or challenge by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defenses, claims, causes of action, counterclaims and offsets by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against the Prepetition Secured Parties and their Representatives arising out of or relating to any of the Prepetition Senior Secured Note Documents, the Prepetition Obligations, the Prepetition Liens and the Prepetition Collateral shall be deemed forever waived, released and barred. If any such Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this ~~Interim~~Final Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any statutory or nonstatutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Final Order or in the Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Senior Secured Note Documents, the Prepetition Obligations or the Prepetition Liens, and any ruling on standing, if appealed, shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

19. *Limitation on Use of DIP Financing Proceeds and Collateral*. Notwithstanding any other provision of this ~~Interim~~Final Order or any other order entered by the Court, no DIP Loans, DIP Collateral, Prepetition Collateral (including Cash Collateral) or any portion of the Carve-Out, may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party (a) in connection with the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the DIP Secured Parties, the Prepetition Secured Parties, or their respective predecessors-in-interest, agents, affiliates, representatives, attorneys, or advisors, in each case in their respective capacity as such, or any action purporting to do the foregoing in respect of the DIP Obligations, DIP Liens, DIP Superpriority Claims, Prepetition Obligations and/or the Adequate Protection Obligations and Adequate Protection Liens granted to the Prepetition Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the DIP Obligations, the Prepetition Obligations and/or the liens, claims, rights, or security interests securing or supporting the DIP Obligations granted under this ~~Interim~~the Order, ~~the~~this Final Order, the DIP Documents or the Prepetition Senior Secured Note Documents in respect of the Prepetition Obligations, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to sections 105, 510, 544, 547, 548, 549, 550 or 552 of

the Bankruptcy Code, applicable non-bankruptcy law or otherwise (*provided* that, notwithstanding anything to the contrary herein, the proceeds of the DIP Loans and/or DIP Collateral (including Cash Collateral) may be used by the Creditors' Committee to investigate (but not to prosecute or initiate the prosecution of, including the preparation of any complaint or motion on account of) (A) the claims and liens of the Prepetition Secured Parties and (B) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties up to an aggregate cap of no more than $~~50,000~~100,000, (b) to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Parties, the DIP Agent's or the DIP Secured Parties', as applicable, enforcement or realization on the Prepetition Obligations, Prepetition Collateral, DIP Obligations, DIP Collateral, and the liens, claims and rights granted to such parties under the Interim Order or this Final Order, as applicable, each in accordance with the DIP Documents, the Prepetition Senior Secured Note Documents~~ or~~, this Interim Order or this Final Order; (c) to seek to modify any of the rights and remedies granted to the Prepetition Secured Parties, the DIP Agent or the other DIP Secured Parties under ~~this~~the Interim Order, this Final Order, the Prepetition Senior Secured Note Documents or the DIP Documents, as applicable; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens permitted pursuant to the DIP Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens, DIP Superpriority Claims, Adequate Protection Liens and 507(b) Claims granted to the Prepetition Secured Parties; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved or authorized by the Court, agreed to in writing by the DIP Lenders, expressly permitted under this ~~Interim~~Final Order or permitted under the DIP Documents (including the Approved Budget), in each case unless all DIP Obligations, Prepetition Obligations, Adequate Protection Obligations, and claims granted to the DIP Secured Parties and Prepetition Secured Parties under ~~this~~the Interim Order and this Final Order, have been refinanced or paid in full in cash (including the cash collateralization of any letters of credit) or otherwise agreed to in writing by the DIP Secured Parties.

20. *Indemnification*. ~~The Prepetition Secured Parties and~~ As approved upon entry of the Interim Order and pursuant to, and subject to the terms of, this Final Order on a final basis, the DIP Secured Parties and, subject to the challenge rights in paragraph 18 hereof, the Prepetition Secured Parties, have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the DIP Facility and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Facility or the use of Cash Collateral, the DIP Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, the DIP Secured Parties shall be and hereby are indemnified (as applicable) as provided in the DIP Documents, as applicable, including, without limitation, Section ~~[~~9.04~~]~~ of the DIP Credit Agreement. The Debtors agree that no exception or defense in contract, law, or equity existed as of the date of the Interim Order or exists as of the date of this ~~Interim~~Final Order to any obligation set forth, as the case may be, in this paragraph 21, in paragraph 21 of the Interim Order or in the DIP Documents to indemnify and/or hold harmless the DIP Secured Parties, and any such defenses that may be in existence as of the date of ~~this~~the Interim Order or this Final Order are hereby waived.

21. *~~Interim~~Final Order Governs*. In the event of any inconsistency between the provisions of this Final Order, the Interim Order and the DIP Documents (including, but not limited to, with respect to the Adequate Protection Obligations), the provisions of this ~~Interim~~Final Order shall govern. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in ~~this~~the Interim Order, this Final Order and the DIP Documents, including, without limitation, the Approved Budget.

22. *Binding Effect; Successors and Assigns*. The DIP Documents and the provisions of this ~~Interim~~Final Order, including all findings herein, shall be, subject to the challenge rights in paragraph 18 hereof, binding upon all parties in interest in the Chapter 11 Cases, including, without limitation, the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Agent, the other DIP Secured Parties, the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided* that the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

23. *Limitation on Liability*. Nothing in ~~this~~the Interim Order, this Final Order, the DIP Documents, the Prepetition Senior Secured Note Documents or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or the Prepetition Secured Parties any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts. The DIP Secured Parties and Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral or Prepetition Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any aggregate diminution in the value thereof or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person~~ and (b) all~~. All risk of loss, damage or destruction of the DIP Collateral or Prepetition Collateral shall be borne by the Debtors. By virtue of making any loan or other extension of credit under the DIP Documents or permitting the use of the DIP Collateral or Prepetition Collateral (including Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to ~~this~~the Interim Order, this Final Order or the DIP Documents or Prepetition Senior Secured Note Documents, none of the DIP Secured Parties or the Prepetition Secured Parties shall (a) have any liability to any third party or be deemed to be in "control" of the operations of the Debtors; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; or (c) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" or "managing agent" with respect to the operation or management of any of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., as amended, or any other federal or state statute, including the

Internal Revenue Code). Furthermore, nothing in this Final Order or the Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Agent, the other DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

24. *Proof of Claim*. The Prepetition Secured Parties shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case in order to assert claims for payment of the Prepetition Obligations arising under the Prepetition Senior Secured Note Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Senior Secured Note Documents. The statements of claim in respect of such indebtedness set forth in this ~~Interim~~Final Order, together with any evidence accompanying the DIP Motion and presented at the Interim Hearing and the Final Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status. The DIP Agent and the other DIP Secured Parties shall similarly not be required to file proofs of claim with respect to their DIP Obligations under the DIP Documents, and the evidence presented with the DIP Motion and the record established at the Interim Hearing and the Final Hearing are deemed sufficient to, and do, constitute proofs of claim with respect to their obligations, secured status, and priority. However, ~~in order~~ to facilitate the processing of claims, to ease the burden ~~upon~~on the Court and to reduce any unnecessary expense to the Debtors' estates, the Prepetition Agent was by the Interim Order and hereby is authorized (but not directed), to file in the Debtors' lead Chapter 11 Case (Case No. 25-90105) (CML~~)~~), a master proof of claim on behalf of their respective Prepetition Secured Parties, as applicable, on account of any and all of their respective claims arising under their Prepetition Senior Secured Note

Documents and hereunder (as applicable) (each, a "Master Proof of Claim") against each of the applicable Debtors. Upon the filing of any such Master Proof of Claim, each Prepetition Agent shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims of any type or nature whatsoever with respect to the Prepetition Senior Secured Note Documents, and the claim of each applicable Prepetition Secured Party (and each of its successors and assigns), named in a Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim in each of the Chapter 11 Cases of the applicable Debtors. The Master Proofs of Claim shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by the Debtors to the applicable Prepetition Secured Parties. Any proof of claim filed by any Prepetition Agent shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the Prepetition Secured Parties. Any order entered by the Court in relation to the establishment of a bar date for any claim (including without limitation administrative claims) in any of the Chapter 11 Cases or any Successor Cases shall not apply to the Prepetition Secured Parties with respect to the Prepetition Obligations or any claims arising under the Prepetition Senior Secured Note Documents.

25. *Insurance*. To the extent that the Prepetition Agent is listed as loss payee under the Debtors' insurance policies, the DIP Agent is also deemed to be the loss payee under the insurance policies (in any such case with the same priority of liens and claims thereunder relative to the priority of the Prepetition Liens and Adequate Protection Liens as set forth herein), and shall act in that capacity and distribute any proceeds recovered or received in respect of the insurance policies, to the indefeasible payment in full of the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the DIP Commitments, and to the payment of the applicable Prepetition Obligations.

26. *Credit Bidding*. (a) ~~the~~The DIP Agent shall have the right to credit bid, in accordance with the DIP Documents, in any sale of the DIP Collateral up to the full amount of the DIP Obligations and (b) subject to the limitations set forth in paragraph 18 of this Final Order, the Prepetition Agent shall have the right to credit bid in any sale of the Prepetition Collateral up to the full amount of the Prepetition Obligations, in each case as and to the extent provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same and whether any such sale is effectuated through sections 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, in each case unless the Court for cause orders otherwise.

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

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

29. *Payments Held in Trust*. Except as expressly permitted in this ~~Interim~~Final Order or the DIP Documents and except with respect to the Debtors, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations and

termination of all DIP Commitments, such person or entity (other than a holder of a Prepetition Permitted Prior Lien) shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agent and the other DIP Secured Parties and shall immediately turn over the proceeds to the DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this ~~Interim~~Final Order.

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

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

32. *Necessary Action*. The Debtors, the DIP Secured Parties and the Prepetition Secured Parties are each authorized to take all actions as are necessary or appropriate to implement the terms of this ~~Interim~~Final Order. In addition, the Automatic Stay is modified to permit affiliates of the Debtors who are not debtors in the Chapter 11 Cases to take all actions as are necessary or appropriate to implement the terms of this ~~Interim~~Final Order.

33. *Retention of Jurisdiction*. The Court retains jurisdiction to enforce the provisions of this ~~Interim~~Final Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

~~34. *Final Hearing*. A final hearing to consider the relief requested in the Motion shall be held on April 15, 2025 at 1:00 p.m. (prevailing Central Time) and any objections or responses to~~

~~the entry of the proposed Final Order shall be filed on or prior to April 8, 2025 at 4:00 pm (prevailing Central Time) (the "DIP Objection Deadline").~~

34. *Interim Order*. Except as specifically amended, superseded, or modified hereby, the provisions of the Interim Order and any actions taken by the Debtors, the DIP Secured Parties or the Prepetition Secured Parties in accordance therewith shall remain in effect and are hereby ratified by this Final Order.

~~35. *Objections*. Any party in interest objecting to the relief sought at the Final Hearing shall file written objections by no later than the DIP Objection Deadline and otherwise in conformity with the Court's order establishing notice and case management procedures, if any.~~

~~36. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing and the objection deadline) to the parties having been given notice of the Interim Hearing; to any party that has filed a request for notices with this Court; to any Creditors' Committee (if and when it is appointed); all parties known to the Debtors to be asserting liens against or security interest in, any of the DIP Collateral or Prepetition Collateral; the Internal Revenue Service; all state taxing authorities in the states in which the Debtors have any tax liabilities; any federal or state regulatory authorities governing the Debtors' industry; the U.S. Attorney's Office; and Texas Attorney General.~~

~~Signed: March 25~~Dated: __________________, 2025
Houston, Texas

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UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

~~DIP Credit Agreement~~

~~Exhibit 2~~

~~Initial~~Updated DIP Budget