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

In re:	Chapter 11
TM36, LLC, *et al.*,[1]	Case No. 26-90386 (ARP)
Debtors.	(Jointly Administered)

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN SECURED POST-PETITION FINANCING; (II) GRANTING LIENS AND SUPERPRIORITY CLAIMS; (III) GRANTING ADEQUATE PROTECTION; (IV) SCHEDULING A FINAL HEARING; AND (V) GRANTING RELATED RELIEF
(Relates to ECF Nos. 37 and 69)

The Court has reviewed and considered the motion (the "DIP Motion")[2] of TM36, LLC, StopLoss Specialists, LLC, StopLoss, LLC, StopLoss Response Services, LLC, and StopLoss Logistics, LLC, each a debtor and debtor in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363, 364, 503, 506, 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, 4002-1 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Cases in the Southern District of Texas (the "Complex Case Procedures" and, together with the Bankruptcy Local Rules, the "Local

[1] The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification number, are TM36, LLC (5051), StopLoss Specialists, LLC (3801), StopLoss, LLC (8840), StopLoss Response Services, LLC (3350), and StopLoss Logistics, LLC (3569). The Debtors' service address is: 716 S. Frio Street, Suite 110, San Antonio, TX 78207.

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

Rules") promulgated by the United States Bankruptcy Court for the Southern District of Texas (the "Court") seeking, among other things:

(A) final authorization for the Debtors to obtain senior secured post-petition financing (the "DIP Facility") consisting of multi-draw term loans (the "DIP Term Loans") in the aggregate principal amount not to exceed $5,750,000 (the "DIP Commitment") from Twelve Bridge Capital, LLC (the "12BC DIP Lender") and 431 KW, LLC ("431KW" or the "431KW DIP Lender") (each a "DIP Lender" and collectively, the "DIP Lenders") pursuant to that certain DIP Term Sheet agreement by and among the Debtors, as Borrowers, the DIP Lenders, as Lenders, (the "DIP Term Sheet" and, together with any definitive documents, instruments, amendments, schedules or exhibits among the parties, the "DIP Loan Documents"); $2,000,000 of which became available upon entry of the Interim Order[3] (the "Initial Draw");

(B) final approval of the terms of the DIP Term Sheet;

(C) final authorization for the Debtors to use the proceeds of the DIP Term Loans as expressly provided in the DIP Loan Documents and solely in accordance with this Final Order and the applicable Approved Budget;

(D) final authorization for the Debtors to grant to the DIP Lenders superpriority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code payable from and secured by Liens pursuant to section 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 post-petition property of the Debtors' estates and all proceeds thereof (except as otherwise expressly provided herein);

[3] "Interim Order" refers to the Interim Order (I) Authorizing the Debtors to Obtain Secured Postpetition Financing; (II) Granting Liens and Superpriority Claims; (III) Granting Adequate Protection; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief (Dkt. No. 69), entered April 8, 2026.

(E) the waiver of the Debtors' right to surcharge the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code subject to the provisions set forth below;

(F) the waiver of the equitable doctrine of "marshaling" and other similar doctrines as to the DIP Lenders, in each case subject to the provisions set forth below;

(G) modification of the automatic stay to the extent set forth herein and in the DIP Loan Documents; and

(H) approving the relief granted herein on a final basis and authorizing the Debtors to forthwith borrow from the DIP Lenders under the DIP Loan Documents up to the full amount of the DIP Facility.

The Court has considered the DIP Motion, all pleadings related thereto, including all objections to the DIP Motion, as well as the evidence submitted, and the oral arguments of record made by the Debtors at the Interim Hearing held on April 6 and 7, 2026 and the Final Hearing on May 8, 2026. After due deliberation and consideration, the Court finds and concludes that good and sufficient cause exists to enter this Final Order. **IT IS THEREFORE ORDERED** as follows:[4]

1. <u>Petition Date</u>. On March 5, 2026 (the "<u>Petition Date</u>"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court commencing the Chapter 11 Cases.

2. <u>Debtors in Possession</u>. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

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

3. Jurisdiction and Venue. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order consistent with Article III of the United States Constitution.

4. Notice. Proper, timely, adequate, and sufficient notice of the Interim and Final Hearings and the relief requested in the DIP Motion has been provided to (a) the U.S. Trustee, (b) counsel to the official committee of unsecured creditors, if any (c) counsel to the 12BC DIP Lender (Fishel Law Group), (d) counsel to the 431KW DIP Lender (Munsch Hardt); (e) all other parties asserting a lien on or a security interest in the assets of the Debtors to the extent reasonably known to the Debtors, and (f) all parties entitled to notice pursuant to Bankruptcy Rule 2002 and any other party entitled to notice pursuant to Bankruptcy Local Rule 9013-1(d).

5. Findings Regarding the DIP Term Loans.

(a) *Need for Post-Petition Financing*. The Debtors have an immediate and critical need to obtain the DIP Facility. The Debtors' ability to obtain the DIP Term Loans is critical to their efforts to obtain the highest and best value for their assets pursuant to any financing or sale transactions to be effectuated by the Debtors in these Chapter 11 Cases.

(b) *No Credit Available on More Favorable Terms*. The DIP Lenders have indicated a willingness to provide the Debtors with the DIP Term Loans on the terms and conditions set forth in this Final Order and in the DIP Term Sheet. After considering all of the alternatives, the Debtors have concluded, in an exercise of their sound business judgment, that the DIP Term Loans to be provided by the DIP Lenders pursuant to the terms of this Final Order and the DIP Term Sheet represent the best financing presently available to the Debtors. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been unable to obtain credit on more favorable terms and conditions than those provided in this Final Order.

(c) *Priming of the Prepetition Liens*. The priming of the Prepetition Liens on the Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Term Sheet and as further described below, will enable the Debtors to obtain the DIP Facility and to continue to operate their businesses for the benefit of their estates and creditors, and the Debtors would not be able to obtain debtor-in-possession financing in a sufficient amount without the Court granting such priming liens. Consistent with the requirements of section 364(d) of the Bankruptcy Code, the Prepetition Secured Creditors, as set forth in this Final Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, are protected against any post-petition diminution in value of the Prepetition Secured Creditors' respective liens and interests in the Prepetition Collateral resulting from, among other things, (i) the use, sale, or lease by the Debtors of such collateral, (ii) the market value decline of such collateral, (iii) the imposition of the automatic stay, (iv) the subordination of the Prepetition Liens and Prepetition Secured Debt to the Carve Out, the DIP Liens, and the DIP Obligations, in each case, as set forth in this Final Order, and (vi) any other act or omission which causes diminution in the value of their respective liens or interests in the Prepetition Collateral.

(d) *Good Cause Shown*. Good cause has been shown for immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(c)(2), and, to the extent it applies, Bankruptcy Rule 6003, as the Court finds that entry of this Final Order is necessary to avoid immediate and irreparable harm to the Debtors and their estates. Entry of this Final Order is in the best interest of the Debtors, their estates, and creditors. The terms of the DIP Term Sheet are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

(e) *Good Faith*. The Debtors and the DIP Lenders have negotiated the terms and conditions of the DIP Term Sheet and this Final Order in good faith and at arm's-length, and any credit extended and loans made to the Debtors pursuant to this Final Order shall be, and hereby are, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

6. <u>Disposition</u>. The DIP Motion is approved on an final basis on the terms and conditions set forth in this Final Order. This Final Order shall become effective immediately upon its entry. Any objections that were made to the DIP Motion or the entry of this Final Order (to the extent such objections have not been withdrawn, waived, resolved, or settled) are hereby overruled on the merits. To the extent the terms of the DIP Term Sheet differ in any material respect from the terms of this Final Order, this Final Order shall control.

7. <u>Approval of DIP Loan Documents</u>. The terms and conditions of the DIP Term Sheet are hereby approved. The Debtors are hereby authorized to execute the DIP Term Sheet and

such additional documents, instruments, and agreements as may be reasonably required by the DIP Lenders to implement the terms or effectuate the purposes of this Final Order. To the extent the terms of the DIP Term Sheet or DIP Loan Documents differ in any material respect from the terms of this Final Order, this Final Order shall control.

8. DIP Term Loans Authorized. Immediately upon entry of the Interim Order, the Debtors were authorized and borrowed the Interim Draw up to the principal amount of $2,000,000. Upon entry of this Final Order, the Debtors will be authorized to borrow the full amount of the DIP Commitment up to the aggregate principal amount of $5,750,000 under the terms of such DIP Loan Documents, including and subject to an Approved Budget.

9. DIP Collateral. As security for the DIP Obligations (as defined herein), effective immediately upon entry of the Interim Order, pursuant to sections 361, 362, 364(c), and 364(d) of the Bankruptcy Code, the DIP Lenders were granted valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests and DIP Liens (defined below) on all of the Debtors' assets owned whether now existing or hereafter arising and wherever located, tangible or intangible, of each of the Debtors (the "DIP Collateral"), including, without limitation, all buildings, inventory, accounts receivable, real and personal property, plants, equipment, rights under leases and other contracts, patents, copyrights, licenses, trademarks, trade names and other intellectual property and capital stock of the Debtors, and the proceeds thereof (including, without limitation, proceeds from the disposition of real property, including non-residential leaseholds), and proceeds of contract and tort claims and causes of action, which are identified, but not limited to, Schedule 1 in the DIP Term Sheet. For the avoidance of doubt, the DIP Collateral shall not include any avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under

the Bankruptcy Code or applicable state law or foreign law equivalents (such actions, collectively, "Avoidance Actions"); *provided, however*, the proceeds of such Avoidance Actions ("Avoidance Action Proceeds") shall be included in the DIP Collateral. The DIP Lenders shall use commercially reasonable efforts to first obtain recoveries from DIP Collateral other than Avoidance Proceeds and shall not apply the Avoidance Proceeds until a final, non-appealable dispositive order is entered in any adversary proceeding initiated by the Debtors against IAG or RLF in these Chapter 11 Cases. For the avoidance of doubt, all parties' rights are reserved regarding the sale of the Debtors' invoices to Insured Advocacy Group, LLC and Insured Advocacy Group II, LLC (collectively, "IAG"). Any invoices which this Court determines were purchased by IAG are not DIP Collateral. Any invoices which this Court determines were not purchased by IAG are property of the estate not encumbered by IAG.

10. DIP Obligations. The DIP Term Loans include all loans made to or for the benefit of the Debtors on or after the Petition Date under the DIP Loan Documents, together with all fees and interest thereon, and all other fees and other liabilities owed by the Debtors to the DIP Lenders under the DIP Loan Documents and this Final Order (collectively, the "DIP Obligations"). The DIP Term Loans shall: (i) bear interest payable at the rates set forth in the DIP Term Sheet; (ii) be secured in the manner specified herein; (iii) be payable in accordance with the terms of the DIP Term Sheet; and (iv) otherwise be governed by the terms set forth herein and in the DIP Term Sheet. The DIP Liens and DIP Obligations shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each such case or proceeding, a "Successor Case"), and/or upon the dismissal of the Chapter 11 Cases. Upon entry of this Final Order, the DIP Liens shall not be subject to the "equities of the case"

exception of section 552 of the Bankruptcy Code, section 506(c) of the Bankruptcy Code, or section 551 of the Bankruptcy Code.

11. DIP Liens. Subject to the Carve Out, as set forth more fully in this Final Order, the DIP Lenders are hereby granted the following security interests and liens, which shall immediately be valid, binding, automatically perfected, continuing, enforceable, and unavoidable (all liens and security interests granted to the DIP Lenders pursuant to the Interim Order and this Final Order, the "DIP Liens"):

(a) Pursuant to Bankruptcy Code sections 507(b) and 364(c)(1) and subject to the Carve Out, an allowed claim in the Chapter 11 Cases that has priority over any and all administrative expenses and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) or 507(b); and

(b) Pursuant to section 364(d)(1) of the Bankruptcy Code, valid, enforceable, fully perfected security interests in and first priority priming liens upon the DIP Collateral, including all of the Debtors' rights in property of the Debtors' estates as of the Petition Date, and all of the Debtors' rights in property acquired post-petition (and proceeds thereof), whether now existing or hereafter acquired or arising, which liens shall be subject to the Carve Out; *provided*, *however*, that the DIP Liens shall be subordinate to the liens of Recovery Logistics Finance, LLC ("RLF") with respect to the equipment listed on Schedule 2 attached to the DIP Term Sheet (the "RLF Collateral") and RLF shall have a superpriority administrative expense, subordinate only to the DIP Lenders superpriority administrative expense, for any equipment which the Debtors affirm is in their possession post-petition, by filing a statement with Court upon completion of the collection process, that is subsequently lost or destroyed after being collected by the Debtors.

12. Perfection of DIP Liens. The DIP Liens automatically attached to the DIP Collateral and became valid and perfected immediately upon entry of the Interim Order without the requirement of any further action by the DIP Lender; *provided*, *however*, that if the DIP Lenders determine to file any mortgages, financing statements, notices of liens or similar instruments, the Debtors will cooperate and assist in any such filings and the automatic stay is modified to allow such filing.

13. DIP Lien Priority. The DIP Liens shall secure all of the DIP Obligations, to the extent and subject to the priorities set forth herein, and shall at all times have a higher priority and shall remain senior to the rights of the Debtors, the Prepetition Secured Creditors, any chapter 7 or chapter 11 trustee, and any other secured, administrative priority, unsecured or other claims of any party in the Chapter 11 Cases (subject only to the Carve Out or except as otherwise (and solely to the extent) expressly provided herein), and the DIP Liens and the DIP Super-Priority Claims (as defined herein) granted herein shall not be made or become subject, junior, or subordinated to any "priming" or other liens, nor made *pari passu* with any other lien, security interest, or claim heretofore or hereafter granted under section 364 of the Bankruptcy Code or otherwise, in the Chapter 11 Cases (subject only to the Carve Out) or any Successor Cases; *provided*, *however*, that the DIP Liens shall be subordinate to the liens of RLF with respect to the RLF Collateral.

14. DIP Super-Priority Claims. The DIP Obligations shall, pursuant to section 364(c)(1) of the Bankruptcy Code, at all times constitute allowed super-priority administrative expense claims (the "DIP Super-Priority Claims") of the DIP Lenders against the Debtors and be payable from and have recourse to all assets and property of the Debtors. Subject only to the Carve Out and RLF's senior interest in the RLF Collateral, the DIP Super-Priority Claims shall have priority over any and all other administrative expenses, adequate protection claims, diminution in

value claims, and all other claims asserted against the Debtors 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, and over any and all other administrative expenses or other claims arising under any other provisions of the Bankruptcy Code, including sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(b), 506(c), 507(a), 507(b), 507(d), 546, 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy, or attachment. The DIP Super-Priority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered an administrative expense allowed under section 503(b) of the Bankruptcy Code and shall be payable from and have recourse to all pre- and post-petition assets and property, whether existing on the Petition Date or thereafter acquired, of the Debtors and all proceeds thereof. Other than as expressly provided herein with respect to the Carve Out, no costs or expenses of administration, including, without limitation, Professional Fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in the Chapter 11 Cases or in any Successor Cases and no priority claims are or will be senior to, prior to, or *pari passu* with the DIP Liens, the DIP Super-Priority Claims, or any of the DIP Obligations or with any other claims of the DIP Lenders arising hereunder or otherwise in connection with the DIP Facility.

15. No Obligation to Extend Credit. The DIP Lenders shall have no obligation to make any loan under the DIP Term Sheet unless all of the conditions precedent under the DIP Term Sheet and this Final Order have been satisfied in full or waived by the DIP Lenders in their sole discretion in accordance with the terms of the DIP Term Sheet.

16. Use of Proceeds of the DIP Term Loans. As a condition to providing the DIP Facility, the DIP Lenders require, and the Debtors have agreed, that all proceeds of the DIP Term Loans shall be used or applied solely for the purposes expressly permitted in, and in a manner consistent with, the Approved Budget (as defined herein), including (i) for working capital and general corporate purposes of the Debtors; (ii) to fund costs and expenses related to these Chapter 11 Cases, including the sale of substantially all of the assets of the Debtors; (iii) to fund the payment of interest, fees, costs, and expenses related to the DIP Term Loans, including the reasonable and documented fees and expenses of the DIP Lenders' professionals; and (iv) for any other purposes specifically set forth in the Approved Budget (as defined herein).

17. Maturity Date. Pursuant to the DIP Term Sheet and any applicable DIP Loan Documents subsequently approved by the Court, on the applicable Maturity Date or Termination Event, all DIP Obligations shall be immediately due and payable, all commitments to extend credit under the applicable DIP Facility will terminate.

18. Certain Events of Default. The occurrence of any of the following events, unless waived by the DIP Lenders in writing, shall constitute an event of default (collectively, the "Events of Default"): (a) any "Event of Default" identified in this Final Order; (b) the failure of the Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order; or (c) the occurrence of an "Event of Default" under the DIP Term Sheet.

19. Rights and Remedies Upon Event of Default. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the extent necessary to permit the DIP Lenders to enforce all rights under the DIP Term Sheet and any applicable DIP Loan Documents (subject to the terms of this Final Order) and (i) upon the occurrence and during the continuation of an Event of Default that has not been waived by both of the DIP Lenders or the Maturity Date,

declare by written notice (A) the termination, reduction or restriction of any further DIP Commitment to the extent any such DIP Commitment remains and (B) all DIP Obligations to be immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Debtors (such notice, a "Termination Notice") (which notice shall be filed on the docket of these Chapter 11 Cases) and (ii) upon the occurrence and during the continuation of an Event of Default that has not been waived by both of the DIP Lenders or the Maturity Date, after the giving of five (5) business days' prior written notice (such five (5) business day period, the "Remedies Notice Period") to counsel to the Debtors, counsel to the Committee, and the U.S. Trustee, and after filing such notice on the docket of these Chapter 11 Cases, the DIP Lenders may, subject to the terms of this Final Order, exercise all rights and remedies provided for in the DIP Term Sheet, applicable DIP Loan Documents and applicable law, including (a) immediately terminate and/or revoke the Debtors' right under this Final Order and any other DIP Loan Documents to use any cash collateral; (b) terminate the DIP Facility and any DIP Loan Documents as to any future liability or obligation of the DIP Lenders 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 Loan Documents. Following the delivery of such notice and prior to exercising remedies with respect to any DIP Collateral, the DIP Lenders shall file a motion (the "Stay Relief Motion") seeking emergency relief from the automatic stay. In any hearing regarding any exercise of rights or remedies under the DIP Loan Documents, the Debtors and/or the Committee may seek relief from the Court seeking to stay the DIP Lenders' exercise of any rights and remedies. The Debtors shall not object to any request for such Stay Relief Motion to be heard on shortened notice. Until such time as the Stay Relief Motion has been adjudicated by the Court, the Debtors shall continue to have the right to use cash collateral solely to pay necessary expenses to avoid irreparable harm to the Debtors' estates, fund the Carve Out in accordance with the terms of this Final Order and the Approved Budget during the Remedies Notice Period and pending any final determination from the Court. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of the same on the docket of the Chapter 11 Cases.

20. Debtors' Stipulations. The Debtors stipulate and agree as follows (the "Debtors' Stipulations"):

a. StopLoss, LLC ("StopLoss") was organized on or about August 21, 2023 by filing Articles of Organization with the Louisiana Secretary of State.

b. As of June 2, 2025, the members of StopLoss were Command 247, LLC ("Command") and StopLoss Specialists, LLC ("Specialists"), each owning a 50% membership interest.

c. On June 3, 2025, StopLoss, Command, and 431KW entered into an *Equity Purchase Agreement*, pursuant to which Command sold a 0.25% membership interest in the Company to 431KW. Though it did not explicitly join in the *Equity Purchase Agreement*, Specialists consented to the admission of 431KW as a member of the Company, and by joining in that certain *Second Amended and Restated Operating Agreement of StopLoss, LLC, as Louisiana Limited Liability Company* dated March 4, 2026, Specialists ratified the admission of 431KW as a member of StopLoss effective as of June 3, 2025. Accordingly, as of June 3, 2025, the members of StopLoss and their respective ownership interests were as follows: Command (49.75%); Specialists (50.00%); and 431KW (00.25%).

d. On or about July 11, 2025, StopLoss, 431KW, and Specialists entered into that certain *Convertible Note Agreement*, as well as that certain *Security Agreement*, and StopLoss issued a *Secured Convertible Note* payable to 431KW in an amount up to $6,500,000.00 (collectively the "Convertible Loan Documents"). Under the Convertible Loan Documents, 431KW agreed to extend credit to StopLoss in exchange for, among other things, security in collateral provided by Specialists and the right to convert some or all of its debt to equity in StopLoss in the event of a default.

e. On or about September 2, 2025, following a default by StopLoss under the Convertible Loan Documents, 431KW transmitted notice to StopLoss of its intention to evaluate conversion of some portion of its debt to equity.

f. As required by the Convertible Loan Documents, StopLoss retained Munroe, Park & Johnson, Inc. ("MPJ") to conduct a third-party valuation to determine the fair market value of the Company. MPJ valued StopLoss at $0.00.

g. On or about October 17, 2025, 431KW transmitted notice to StopLoss of its decision to convert $1,000.00 of the indebtedness to equity under the Convertible Loan Documents. Effective immediately upon transmission of such notice, 431KW became the sole member of StopLoss, owning 100% of the membership interests.

h. As of the Petition Date, the principal amount due, payable, and outstanding under the Convertible Loan Documents, exclusive of interest, fees, and other charges, was $1,586,222.26.

i. The Convertible Loan Documents are not subject to any defense, avoidance, recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

j. On July 1, 2024, TM36, LLC executed a Promissory Note and Loan and Security Agreement with RLF (the "RLF Loan"). Also on July 1, 2024, StopLoss Response Services, LLC, StopLoss LLC, StopLoss Specialists, LLC, and StopLoss Logistics, LLC, each executed a Guaranty of the RLF Loan.

k. On July 2, 2024, RLF filed a UCC-1 financing statement against (i) StopLoss Logistics, LLC and StopLoss Responses Services, LLC in Lafayette Parish, Louisiana, and (ii) TM36, LLC with the Texas Secretary of State.

l. On July 3, 2024, RLF filed a UCC-1 financing statement against StopLoss Specialists, LLC in Fulton County, Georgia.

m. The RLF Loan and the liens perfected by the filing of its UCC-1 financing statements are not subject to any defense, avoidance, recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

21. Effect of Debtors' Stipulations.

a. The Debtors' Stipulations shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for the Debtors) in all circumstances and for all purposes unless:

i. the Committee, after obtaining the requisite standing if necessary (subject in all respects to any agreement or applicable law that may limit or affect the Committee'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) (A) within 75 calendar days after entry of this Final Order, or (B) by such later date as may be agreed in writing by the Debtors and the DIP Lenders (the deadline established by the foregoing clauses (A) and (B), the "Challenge Deadline"), (1) objecting to or challenging the validity, perfection, enforceability, priority or extent of the Convertible Loan Documents and the liens and claims created thereunder, or (2) 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 (each a "Challenge" and collectively the "Challenges") against 431KW or its respective affiliates and subsidiaries and each of their respective former, current or future officers, partners, directors, managers, members, principals, employees, agents, related funds, investors, financing sources, 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 Convertible Loan Documents; and

ii. there is a final non-appealable order in favor of the Committee 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 the basis for such challenge or claim, and any challenges or claims not made by the Committee, with requisite standing, prior to the Challenge Deadline shall be deemed forever, waived, released and barred; and *provided further* that, solely to the extent an order of the Court is entered converting the Chapter 11 Cases to cases under chapter 7 prior to the Challenge Deadline, the Challenge Deadline shall be extended solely for the chapter 7 trustee to the later of (i) the Challenge Deadline, or (ii) the date that is 60 days after the appointment of the chapter 7 trustee.

b. If no such Challenge is timely and properly filed prior to the Challenge Deadline, or if the Court does not rule in favor of the Committee in any such proceeding then: (a) the Debtors' Stipulations shall be binding on the Debtors, their estates, and any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for the Debtors); (b) the liens and claims created under the Convertible Loan Documents shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, and not subject to recharacterization, subordination, avoidance or other defense; and (c) the Convertible Loan Documents shall not be subject to any other or further claim or challenge by any 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 the Debtors), and any defenses, claims, causes of action, counterclaims and offsets by any 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 431KW and its Representatives arising out of or relating to any of the Convertible Loan Documents shall be deemed forever waived, released and barred. Nothing in this Final Order vests or confers on any Person (as defined in the Bankruptcy Code) standing or authority to pursue any claim or cause of action belonging to the Debtors or their estate, including, without limitation, Challenges. Any motion seeking standing shall attach a draft complaint or other pleading that sets forth such Challenge, and any Challenge not included therein shall be deemed forever waived, released, and barred. For the avoidance of doubt, none of the foregoing challenge provisions set forth in this paragraph shall apply to the DIP Lenders, in their capacity as such, and in no event shall the DIP Facility, DIP Obligations or DIP

Liens be subject to challenge pursuant to this paragraph or avoidance or any other grounds by any party. For the further avoidance of doubt, subject to any Challenge, the Debtors' Stipulations are only binding on the Debtors, including any derivative action asserted in the name of the Debtors or owned by the bankruptcy estates, but are not binding on third parties to the extent they are not asserting a derivative claim.

22. Binding Effect. Upon entry, the Interim Order, the Final Order and the DIP Term Sheet constituted valid, binding and continuing obligations of the Debtors, enforceable against each Debtor in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Term Sheet, any DIP Loan Documents, the Interim Order or this Final Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

23. Amendment of the DIP Term Sheet. The Debtors and the DIP Lenders may enter into one or more amendments, waivers, consents, or other modifications to and under the DIP Term Sheet, in each case, in accordance with the terms of the applicable DIP Term Sheet and in such form as the Debtors and DIP Lenders agree, in the DIP Lenders' sole discretion, and no further approval of this Court shall be required for any amendment, waiver, consent, or other modification to and under the DIP Term Sheet (and any fees paid in connection therewith) that does not materially and adversely affect the Debtors or which does not (i) shorten the maturity of the DIP Facility, (ii) increase the principal amount of or the rate of interest on the DIP Facility, or (iii) change any event of default, add any covenants, or amend the covenants to be materially more restrictive; *provided*, *however*, any such material amendment, waiver, consent, or other modification shall be subject to further Court approval. Copies of all amendments and

modifications to and under the DIP Term Sheet, regardless of materiality, shall be provided to the U.S. Trustee, the Prepetition Secured Creditors, and the Committee, and filed on the docket, prior to any such amendment or modification becoming effective and binding on the Debtors and their estates. No consent to any such amendment, waiver, consent, or modification shall be implied by any action, inaction, or acquiescence of the DIP Lenders.

24. Carve Out. Notwithstanding anything to the contrary in this Final Order, the DIP Facility shall be subject and subordinate to the carve out described herein (the "Carve Out"). The Carve Out is the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate; (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; and (iii) allowed and unpaid claims for fees, success fees, costs and expenses (the "Professional Fees") incurred by persons or firms (the "Professionals") retained by the Debtors or the Committee, whose retention is approved by the Court pursuant to sections 327, 328 or 363 and 1103 of the Bankruptcy Code, subject to the terms of the Approved Budget, the Interim Order, the Final Order and any other interim or other compensation orders entered by the Court that are incurred:

(a) at any time before delivery to the Debtors of a Carve Out Trigger Notice (as defined herein), whether allowed by the Court prior to the delivery of a Carve Out Trigger Notice, subject to any limits imposed by the Approved Budget, the Interim Order or Final Order; and

(b) after the occurrence and during the continuance of an Event of Default (as defined below) and delivery of written notice thereof, (the "Carve Out Trigger Notice"), (which may be by email) to the Debtors, the Debtors' counsel, the United States Trustee, and lead counsel for the Committee, if any, in an aggregate amount not to exceed $250,000 for the Debtors'

Professionals and $75,000 for the Committee Professionals; *provided*, *however*, that nothing herein shall be construed to impair the ability of any party in interest with standing to object to the fees, expenses, reimbursement or compensation described in clauses (i) or (ii)(A) or (ii)(B) above, on any grounds.

25. Reserve / Escrow for Professional Fees. The Carve Out may be funded to an administrative reserve or escrow account (the "Professional Fee Reserve") in an amount not to exceed the amount budgeted for the respective Professionals in the Approved Budget, which account shall be used to pay Professional Fees. As cash flow permits, and assuming no issuance of a Carve Out Trigger Notice, the Debtors shall pay the amounts set forth in the Approved Budget for Professional Fees into the Professional Fee Reserve on a weekly basis.

26. Approved Budget. The Approved Budget attached hereto as **Exhibit 1** constitutes an "Approved Budget" and will be considered the "Initial Budget." On the Friday of every other week (every two weeks), commencing with May 22, 2026 (or more frequently by mutual agreement of the Debtors and DIP Lenders to accommodate changes in business operating activity), an updated 13-week forecast for the subsequent 13 weeks of the Debtors' operations in a form consistent with past practice, broken down by week, which shall include the anticipated uses of the DIP Term Loans for such period (each, a "Proposed Budget"), which Proposed Budget shall modify and supersede any prior Budget upon the approval of the DIP Lenders in their reasonable discretion (which approval may be delivered by the DIP Lenders by e-mail correspondence) shall be delivered to the DIP Lenders and the Committee; *provided* that (i) the most recently delivered Proposed Budget shall be deemed approved three (3) Business Days following delivery thereof to the DIP Lenders, unless the DIP Lenders shall object to the same in writing on or before such date and (ii) if the DIP Lenders object to such Proposed Budget, the

Debtors and the DIP Lenders will work in good faith to reconcile the Proposed Budget; *provided, further*, that, for the avoidance of doubt, until the conditions for the most recently delivered Proposed Budget are met, the prior Approved Budget shall remain in full force and effect for all purposes.

27. Budget Compliance. The Debtors shall at all times comply with the Approved Budget and shall not conduct their business in a manner that causes cash disbursements for Operating Expenses in the Approved Budget to materially deviate upward (cumulative of all Operating Expense line items) by greater than fifteen percent (15%) (the "Permitted Variances") from the applicable Approved Budget. In the event of a dispute between the Debtors and DIP Lenders regarding Permitted Variances from the Approved Budget, the Court may, after notice and an expedited hearing, determine whether such variance constitutes and Event of Default.

28. Reporting and Information. The Debtors shall provide to the DIP Lenders and the Committee bi-weekly submissions of customary financial reporting, including bank account cash balances, including receipts and disbursements, each in a form satisfactory to the DIP Lenders and with at least as much detail as the forms of financial reporting that may be provided to any other creditor or party in interest (including the Committee) during the Chapter 11 Cases. The Debtors shall provide the DIP Lenders and Committee with a bi-weekly accounts receivable collection process update in form and substance acceptable to the DIP Lenders, including, but not limited to, written updates and telephonic or virtual meetings. The Debtors shall also make the Debtors' professionals reasonably available upon reasonable notice for telephonic or virtual meetings to update the DIP Lenders and the Lender Professionals on all matters affecting the Debtors and the Chapter 11 Cases, including with respect to the efforts to market and sell the DIP Collateral.

29. Intercompany Transactions. Notwithstanding anything herein to the contrary, and notwithstanding the joint administration of the Cases for procedural purposes, the estates of the Debtors have not been substantively consolidated, and nothing in this Order shall be deemed or construed to effect or constitute a substantive consolidation of any of the Debtors' estates. The Debtors are authorized to continue intercompany transactions arising from or related to the operation of their business in the ordinary course. All postpetition payments from a Debtor to another Debtor under any postpetition intercompany transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; provided, however, that such administrative expenses shall be junior only to the superpriority administrative expense claims of the DIP Lenders. In connection with the intercompany transactions, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all intercompany transactions may be readily ascertained, traced, and properly recorded on intercompany accounts; *provided* that such records shall be made available upon request by the U.S. Trustee and any statutory committee.

30. Milestones. The Debtors shall comply with the Milestones set forth in the DIP Term Sheet (each of which may be extended or waived without further order of the Court upon the prior written consent of the DIP Lenders in their discretion, which may be by email).

31. Section 364(e) Protections. If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect (a) the validity of any DIP Obligations incurred pursuant this Final Order, the DIP Term Sheet or applicable DIP Loan Documents, or (b) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or thereby. Notwithstanding any such reversal, modification, vacation or stay, the DIP Obligations shall be governed in all respects by

the provisions of this Final Order, the DIP Term Sheet and applicable DIP Loan Documents, and the DIP Lenders shall be entitled to all of the rights, remedies, protections and benefits granted under Bankruptcy Code section 364(e), this Final Order, the DIP Term Sheet and applicable DIP Loan Documents with respect to all incurrence of the DIP Obligations.

32. Approval of DIP Fees. In consideration for the DIP Facility and the consent to the use of Cash Collateral in accordance with the terms of this Final Order, the DIP Lenders shall be paid all fees, expenses, and other amounts payable under the DIP Term Sheet as such become due, including, without limitation, the Commitment Fee (5.0%), the Funding Fee (3.0%), and the Exit Fee (2.0%). In the event of a refinancing, as set forth herein, the DIP Lenders shall be paid all reasonable and documented out-of-pocket costs and expenses, including legal fees of the DIP Lenders, financial advisor fees, and other similar fees, costs and expenses incurred in connection with the DIP Facility and the Chapter 11 Cases, including, without limitation, the reasonable and documented fees and expenses of counsel to the DIP Lenders (all such fees, together, the "DIP Fees"). The DIP Fees shall be fully earned as set forth herein, and payable in accordance with the terms of the DIP Term Sheet in each case, without the need for any further order of this Court. Specifically, the Commitment Fee was fully earned, is non-refundable and was paid upon entry of the Interim Order. The Funding Fee shall be fully earned, non-refundable, and payable as draws are made (including the Interim Draw) in accordance with the DIP Term Sheet and Approved Budget. The Exit Fee shall be paid upon the amount of the DIP Commitment at the closing of a sale, refinancing, voluntary or mandatory prepayments, or pursuant to a plan, if any. The DIP Fees shall be part of the DIP Obligations.

33. Payment of DIP Lender's Fees and Expenses. The Debtors are authorized and directed to pay the reasonable and documented fees, costs, and expenses of each DIP Lender in

connection with these Chapter 11 Cases, including any and all expenses of each DIP Lender's respective counsel and professional advisors (the "Lender Professionals"), and the Lender Professionals shall not be required to comply with the U.S. Trustee's fee guidelines; *provided, however*, that the DIP Lenders shall submit such professional fee invoices to the Debtors, counsel for the Debtors, the U.S. Trustee, and counsel for the Committee. Such invoices shall be sufficiently detailed as to enable a determination as to the reasonableness of such fees and expenses and that such fees and expenses were incurred in connection with representing each DIP Lender in its capacity as a DIP Lender and not in its capacity as an equity holder or otherwise; *provided, however*, that the invoices may be reasonably redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine or other applicable privilege. If the Debtors, U.S. Trustee, or the Committee, if any, object to the reasonableness of the fees and expenses of any of the Lender Professionals and cannot resolve such objection within ten (10) days of receipt of such invoices, then any of the foregoing parties may file an objection with the Court and such objections shall be limited to the issue of reasonableness of the fees and expenses of the applicable invoice submitted by the Lender Professional. Any failure by any such party to timely file an objection within such ten (10) day period shall constitute a waiver of such party's right to object to the applicable invoice. Notwithstanding any provision herein to the contrary, any objection to, and any hearing on an objection to, payment of any fees, costs, and expenses set forth in a professional fee invoice in respect of Lender Professionals shall be limited to the reasonableness of the amounts or particular items or categories of the fees, costs, and expenses that are the subject of such objection. The

Debtors shall timely pay in accordance with the terms of this Final Order all undisputed fees and expenses of the Lender Professionals, including any undisputed fees and expenses on any invoice to which an objection has been timely filed, and any amounts allowed by the Court after resolution of any such objection. Any and all reasonable fees, costs and expenses of any Lender Professionals owed and not yet paid by the Debtors in connection with the negotiation and preparation of the DIP Term Sheet and this Final Order are hereby approved in full.

34. Section 506(c) Claims. Except to the extent of the Carve Out, no expenses of administration of the Chapter 11 Cases 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 any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Lenders, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender; and the Debtors shall irrevocably waive and shall be prohibited from asserting any claim described in this paragraph, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lenders upon the DIP Collateral.

35. Section 552(b). Upon entry of this Final Order, (a) the DIP Lenders shall be entitled to all rights and benefits of section 552(b) of the Bankruptcy Code, (b) the "equities of the case" exception under sections 552(b)(i) and (ii) of the Bankruptcy Code shall not apply to such parties with respect to the proceeds, products, rents, issues or profits of any of the DIP Collateral or the Prepetition Collateral, and (c) no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, products, offspring or profits from

any of the DIP Collateral or the Prepetition Collateral under section 552(b) of the Bankruptcy Code.

36. Credit Bidding. The DIP Lenders shall have the right to credit bid their proportional share of the DIP Commitment (pursuant to section 363(k) of the Bankruptcy Code and/or other applicable law) on a dollar-for-dollar basis any or all of the full amount of the respective outstanding DIP Obligations up to the full amount of the DIP Obligations, in connection with any sales occurring under or pursuant to section 363 of the Bankruptcy Code, any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or a sale or disposition by a chapter 7 trustee for the Debtors in these Chapter 11 Cases (any of the foregoing sales or dispositions, a "Sale") and shall not be prohibited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code. Without limiting the foregoing, the DIP Lenders may assign all or any portion of the DIP Obligations owed to it to an acquisition vehicle, affiliate, or any other Person (any such Person, the "Agent Assignee"). The Agent Assignee shall have the right to "credit bid" any prepetition or post-petition secured obligations so assigned to it or assigned to or owned by any of its affiliated entities in any sale of the Debtors' assets.

37. No Marshaling. The DIP Lenders shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral as applicable.

38. Release of the DIP Lenders. The Debtors, on their own behalf and behalf of the Estate, forever and irrevocably: (i) release, discharge, and acquit the DIP Lenders and each of its former or current officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors-in-interest of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of

every type, including, without limitation, any so-called "lender liability" or equitable subordination claims or defenses, solely with respect to or relating to the negotiation and entry into any DIP Documents; and (ii) waive, discharge and release any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) solely with respect to the validity, perfection, priority, enforceability, and avoidability of the DIP Liens and the DIP Obligations.

39. Indemnification. The Debtors will indemnify and hold harmless the DIP Lenders and their respective affiliates, officers, directors, employees, agents, advisors, attorneys, financial advisors, and representatives from and against all losses, liabilities (including coverage of environmental liabilities), claims, damages or other expenses arising out of or relating to the DIP Loan Documents and the Debtors' use of the financing provided thereunder. The indemnification will survive and continue for the benefit of all such persons or entities.

40. No Waiver by Failure to Seek Relief. The failure of the DIP Lenders to seek relief or otherwise exercise their rights and remedies under this Final Order, the DIP Term Sheet, any other DIP Documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

41. Miscellaneous Provisions. The provisions of this Final Order shall be binding upon and inure to the benefit of the DIP Lenders, the Debtors, and their respective successors and assigns. The provisions of this Final Order and any actions taken pursuant thereto (a) shall survive the entry of any order (i) confirming any chapter 11 plan in the Chapter 11 Cases that is not a DIP Lenders' approved plan, (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing the Chapter 11 Cases; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Final Order shall maintain their priority as provided by this Final Order

until all of the DIP Obligations are indefeasibly paid in full and discharged in accordance with the terms of this Final Order, the DIP Term Sheet and any applicable DIP Loan Documents.

42. Provision Regarding PNC Equipment. Notwithstanding anything to the contrary in this Final Order or any term or other provision set forth in this Final Order, with respect to PNC Bank, National Association ("PNC"), this Final Order shall not in any manner, directly or indirectly: (i) cause any liens and security interests whatsoever granted to the DIP Lenders to prime or otherwise affect in any way the liens and security interests of PNC on the 2024 Wabash Duraplate Trailer, VIN: 1JJV532DXRL44862 (the "PNC Equipment"); or (ii) modify, supersede, or otherwise affect the priority as a result of PNC's perfected security interest in the PNC Equipment, which shall remain in full force and effect. PNC's liens and security interests in the PNC Equipment shall constitute a prepetition permitted senior lien, as applicable, hereunder.

43. Provision Regarding Wells Fargo Equipment. Notwithstanding anything to the contrary in this Final Order or any term or other provision set forth in this Final Order, with respect to Wells Fargo Vendor Financial Services, LLC ("Wells Fargo"), this Final Order shall not in any manner, directly or indirectly: (i) cause any liens or security interests whatsoever granted to the DIP Lenders to prime or otherwise affect in any way the liens and security interests of Wells Fargo in the equipment listed below ("Wells Fargo Equipment"); or (ii) modify, supersede, or otherwise affect the priority of Wells Fargo's perfected security interests in the Wells Fargo Equipment, which shall remain in full force and effect. The Wells Fargo Equipment includes:

a) 2024 Bobcat TL923, Serial Number: B69H11067
b) 2024 Bobcat 60in, Serial Number: B4WG00506
c) 2024 Bobcat UV34XL Diesel, Serial Number: B4LY40060
d) 2024 Bobcat UV34XL Diesel, Serial Number: B4LY40061
e) 2024 Bobcat UV34XL Diesel, Serial Number: B4LY40062
f) 2024 Bobcat UV34XL Diesel, Serial Number: B4LY40059
g) 2024 Bobcat UV34XL Diesel, Serial Number: B4LY40063

h) 2024 Bobcat UV34XL Diesel, Serial Number: B4LY40066
i) 2024 Bobcat UV34XL Diesel, Serial Number: B4LY40067
j) 2024 Bobcat UV34XL Diesel, Serial Number: B4LY40069
k) 2024 Bobcat TL923, Serial Number: B69H11074
l) 2024 Bobcat 60in, Serial Number: B4WG00477
m) 2024 Bobcat TL619, Serial Number: B5AY13324

Wells Fargo's liens and security interests in the Wells Fargo Equipment shall constitute a prepetition permitted senior lien, as applicable, hereunder. .

44. Waiver of Stay. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062 or 9024, any other Bankruptcy Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

45. Retention of Jurisdiction. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order or the DIP Term Sheet.

46. General Authorization. The Debtors and the DIP Lenders are authorized to take any and all actions necessary to effectuate the relief granted in this Final Order.

Signed: May 13, 2026

Alfredo R Pérez
United States Bankruptcy Judge

18407015v1

Exhibit 1

Budget

STOPLOSS, LLC ET AL.

Weekly Cash Flow Forecast

$ in Actuals

Beginning of Period	3/29/2026
Date of Last Update	5/2/2026
Total Weeks	5

Total Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	T
Actual (A)/ Forecast (F)	*A*	*A*	*A*	*F*	*A*	*F*	*F*	*F*	*F*	*F*	*F*	*F*	*F*	*F*	*F*	*F*	*F*	*F*	
Start Date	3/29	4/5	4/12	4/19	4/26	5/3	5/10	5/17	5/24	5/31	6/7	6/14	6/21	6/28	7/5	7/12	7/19	7/26	**Total**
End Date	4/4	4/11	4/18	4/25	5/2	5/9	5/16	5/23	5/30	6/6	6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	
Budgeted Period						1	2	3	4	5	6	7	8	9	10	11	12	13	
Cash Receipts																			
Sales																			
Remediation Services	-	-	-	-	-		-	-	-	50,000	-	-	-	75,000	-	-	-	-	**125,000**
Construction Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Suburban Extended Stay Hotel Asset Sale	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Litigation Recovery of Past Due A/R from Projects/Insurance Claims	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Cash Received from Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
DIP Facility- 12BC, LLC	-	1,652,000	-	-	-	-	826,000	-	-	-	-	826,000	-	-	-	826,000	-	-	**4,130,000**
DIP Facility- 431 KW, LLC	-	348,000	-	-	-	-	174,000	-	-	-	-	174,000	-	-	-	174,000	-	-	**870,000**
Other Cash Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Total Cash Receipts	**-**	**2,000,000**	**-**	**-**	**-**	**-**	**1,000,000**	**-**	**-**	**50,000**	**-**	**1,000,000**	**-**	**75,000**	**-**	**1,000,000**	**-**	**-**	**5,125,000**
(-) **Operating Cash Disbursements**																			
Payroll & Benefits	-	-	(25,000)	-	-	(25,000)	-	-	-	-	(25,000)	-	-	-	(25,000)	-	-	-	**(100,000)**
Contractors/Sub-Contractors (Construction/Remediation)	-	-	-	-	-	-	-	-	-	(30,000)	-	-	-	(45,000)	-	-	-	-	**(75,000)**
Rent, Lease & Utilities	-	-	-	-	-	(28,223)	-	-	-	(14,111)	-	-	-	(14,111)	-	-	-	(14,111)	**(70,557)**
Insurance	-	-	-	-	(26,415)	(9,548)	-	-	-	(30,000)	-	-	-	-	-	-	-	-	**(65,963)**
Materials & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Repairs & Maintenance	-	-	-	-	-	-	-	-	-	(12,500)	-	-	-	(18,750)	-	-	-	-	**(31,250)**
Freight & Logistics (Fuel)	-	-	-	(293,741)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**(293,741)**
Equipment Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Professional Fees (CPAs, etc.)	-	-	-	(6,150)	-	(9,870)	-	-	-	(5,000)	-	-	-	(5,000)	-	-	-	-	**(26,020)**
Taxes & Permits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
IT & Communications	-	-	-	(632)	-	-	-	-	(2,000)	-	-	-	-	(2,000)	-	-	-	-	**(4,632)**
Banking and Account Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Miscellaneous & Contingency Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Litigation & OCP	-	-	-	-	(1,374)	(2,535)	-	(60,000)	-	(50,000)	-	-	-	-	(50,000)	-	-	-	**(163,909)**
Susman Godfrey LLP- Monthly Fee	-	-	-	-	-	-	-	(200,000)	-	(100,000)	-	-	-	(100,000)	-	-	-	-	**(400,000)**
Total Operating Cash Disbursements	**-**	**-**	**(25,000)**	**(300,523)**	**(27,789)**	**(75,176)**	**-**	**(260,000)**	**(2,000)**	**(241,611)**	**(25,000)**	**-**	**-**	**(184,861)**	**(75,000)**	**-**	**-**	**(14,111)**	**(1,231,072)**
Net Cash from Operating Period	**-**	**2,000,000**	**(25,000)**	**(300,523)**	**(27,789)**	**(75,176)**	**1,000,000**	**(260,000)**	**(2,000)**	**(191,611)**	**(25,000)**	**1,000,000**	**-**	**(109,861)**	**(75,000)**	**1,000,000**			**3,908,039**
(-) **Non-Operating Disbursements**																			
Financing Activity																			
Debt Service & Interest Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
First Secured: *Bank of America*	-	-	-	-	-	(3,903)	-	-	-	(3,091)	-	-	-	(3,091)	-	-	-	(3,091)	**(13,176)**
Second/Jr. Secured: *Recovery Logistics Finance, et al.*	-	-	-	-	(135,930)	-	-	-	-	(160,000)	-	-	-	(160,000)	-	-	-	(160,000)	**(615,930)**
PEAC Solutions: *Equipment - Skid Steers*	-	-	-	-	-	(358)	-	-	-	(358)	-	-	-	(358)	-	-	-	(358)	**(1,432)**
Wells Fargo: *Equipment- Skid Steers*	-	-	-	-	-	(3,000)	-	-	-	(3,000)	-	-	-	(3,000)	-	-	-	(3,000)	**(12,000)**
Ally Financial: *Vehicles*	-	-	-	-	-	(724)	-	-	-	(724)	-	-	-	(724)	-	-	-	(724)	**(2,894)**
Sumitomo Mitsuie Finance: *Tractor Trailer*	-	-	-	-	(3,770)	-	-	-	(3,770)	-	-	-	(3,770)	-	-	-	(3,770)	-	**(15,080)**
PNC Bank (Wabash Financial Services): *Tractor Trailer*	-	-	-	-	-	(278)	-	-	-	(278)	-	-	-	(278)	-	-	-	(278)	**(1,112)**
DIP Financing Details	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Commitment Fee	-	(287,500)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**(287,500)**
Funding Fee [1]	-	(60,000)	-	-	-	-	(30,000)	-	-	-	-	(30,000)	-	-	-	(30,000)	-	-	**(150,000)**
Exit Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Total Financing Activity	**-**	**(347,500)**	**-**	**-**	**(139,700)**	**(8,262)**	**(30,000)**	**-**	**(3,770)**	**(167,451)**	**-**	**(30,000)**	**(3,770)**	**(167,451)**	**-**	**(30,000)**	**(3,770)**	**(167,451)**	**(1,099,124)**
Bankruptcy / Restructuring Expenses																			
Restructuring & Professional Fees (CRO + FA)	-	-	-	-	-	-	(123,550)	(217,160)	-	-	-	(150,000)	-	-	-	(150,000)	-	-	**(640,710)**
Debtor Counsel Fees (PH)	-	-	-	-	-	-	(53,670)	(150,000)	-	-	-	(200,000)	-	-	-	(200,000)	-	-	**(603,670)**
Committee Professionals & Legal Counsel	-	-	-	-	-	-	(100,000)	-	-	-	-	(100,000)	-	-	-	(100,000)	-	-	**(300,000)**
Investment Banking Professionals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
DIP Counsel Fee- 12BC	-	-	-	(67,620)	-	-	(50,000)	-	-	-	-	(50,000)	-	-	-	(50,000)	-	-	**(217,620)**
DIP Counsel Fee- 431KW	-	-	-	-	-	(46,868)	-	-	-	-	-	(45,000)	-	-	-	(45,000)	-	-	**(136,868)**
Claims Agent	-	-	-	(25,000)	-	-	(45,000)	-	-	-	-	(45,000)	-	-	-	(45,000)	-	-	**(160,000)**
Secured Loan Interests	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Adequate Protection Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Estimated US Trustee Fees	-	-	-	(1,250)	-	-	-	-	-	-	-	-	-	-	-	(20,000)	-	-	**(21,250)**
Contingency/ Misc. Fees	-	-	-	-	-	-	(75,000)	-	-	-	-	(75,000)	-	-	-	(75,000)	-	-	**(225,000)**
Total Bankruptcy / Restructuring Expenses	**-**	**-**	**-**	**(93,870)**	**-**	**(46,868)**	**(447,220)**	**(367,160)**	**-**	**-**	**-**	**(665,000)**	**-**	**-**	**-**	**(685,000)**	**-**	**-**	**(2,305,118)**
Total Non-Operating Cash Disbursements	**-**	**(347,500)**	**-**	**(93,870)**	**(139,700)**	**(55,130)**	**(477,220)**	**(367,160)**	**(3,770)**	**(167,451)**	**-**	**(695,000)**	**(3,770)**	**(167,451)**	**-**	**(715,000)**	**(3,770)**	**(167,451)**	**(3,404,242)**
Net Cash Flow	**-**	**1,652,500**	**(25,000)**	**(394,393)**	**(167,489)**	**(130,306)**	**522,780**	**(627,160)**	**(5,770)**	**(359,062)**	**(25,000)**	**305,000**	**(3,770)**	**(277,312)**	**(75,000)**	**285,000**	**(3,770)**	**(167,451)**	**503,797**
Cash Balance																			
Beginning Cash Balance	-	-	1,652,500	1,627,500	1,233,107	1,065,617	935,311	1,458,092	830,932	825,162	466,100	441,100	746,100	742,330	465,018	390,018	675,018	671,248	-
Net Cash Flow	-	1,652,500	(25,000)	(394,393)	(167,489)	(130,306)	522,780	(627,160)	(5,770)	(359,062)	(25,000)	305,000	(3,770)	(277,312)	(75,000)	285,000	(3,770)	(167,451)	503,797
Ending Cash Balance	**-**	**1,652,500**	**1,627,500**	**1,233,107**	**1,065,617**	**935,311**	**1,458,092**	**830,932**	**825,162**	**466,100**	**441,100**	**746,100**	**742,330**	**465,018**	**390,018**	**675,018**	**671,248**	**503,797**	**503,797**
Accrued Professional Fees & Expenses			**(488,503)**	**(488,503)**	**(488,503)**	**(488,503)**	**(311,284)**	**(97,904)**	**(97,904)**	**(97,904)**	**(97,904)**	**(97,904)**	**(97,904)**	**(97,904)**	**(97,904)**	**(97,904)**	**(97,904)**	**(97,904)**	**(97,904)**
True Cash Position			**1,138,997**	**744,603**	**577,114**	**446,808**	**1,146,808**	**733,028**	**727,258**	**368,196**	**343,196**	**648,196**	**644,426**	**367,114**	**292,114**	**577,114**	**573,344**	**405,894**	**405,894**