UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re: CROWN BOILER CO., LLC Debtor.	Case No. 26-20515 Chapter 11
CROWN BOILER CO., LLC, Movant v. No Respondent.	Related to Docket No: 40 & 117 Hearing Date: April 9, 2026

FINAL ORDER APPROVING RETENTION OF JAMES S. FELLIN AS CHIEF RESTRUCTURING OFFICER

AND NOW, this 13th day of May, 2026, upon consideration of the Amended Application of Crown Boiler Co., LLC (the "Debtor") to Employ James S. Fellin of The Nottingham Group LP as Chief Restructuring Officer (the "Application"), filed at Document No. 117, and upon the Declaration of James Fellin in support of the Application, upon the representations and disclosures that Fellin does not hold an interest adverse to the Debtor or its estate respecting the matters upon which he is to be engaged; and it appearing that Fellin is disinterested and eligible for retention, and that the terms of the Engagement Letter are reasonable and appropriate; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of Fellin is in the best interests of the Debtor, its estate, its creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. The Application is granted, on a final basis, to the extent set forth herein;

2. Mr. Fellin and The Nottingham Group LP are hereby authorized to be employed as Chief Restructuring Officer ("CRO") for the Debtor in this bankruptcy proceeding pursuant to 11 U.S.C. §363, for the reasons set forth in the Application.

3. The employment of Mr. Fellin and The Nottingham Group LP is approved effective as of April 9, 2026, in accordance with the terms of the Engagement Letter attached to the Application, on a final basis.

4. Mr. Fellin and The Nottingham Group LP shall perform the services described in the Application as a fiduciary for the Debtor's estate, including but not limited to assisting the Debtor with the liquidation of assets, financial reporting, creditor communications, and other restructuring and liquidation functions.

5. Mr. Fellin and The Nottingham Group LP are authorized to take such other action so as to comply with all duties set forth in the Application;

6. Mr. Fellin and The Nottingham Group LP shall apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred in this case in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the guidelines established by the United States Trustee for the Western District of Pennsylvania and further orders of this Court. If Fellin's fees increase from the fees of the Engagement Agreement,

Fellin_shall file an affidavit with the Court describing such increases and provide notice to the United States Trustee, the Debtor, and the Unsecured Creditors Committee (the "Notice Parties"). The Notice Parties shall have 10 business days to file an objection to the increase in fees.

7. Nothing in this Order authorizes the retention or payment of additional professionals by the CRO at the expense of the Debtor without prior approval of this Court.

8. The Debtor is authorized to engage Mr. Fellin as Chief Restructuring Officer on the terms described in the Motion, subject to the following terms, which apply notwithstanding anything in the Motion or any exhibit(s) related thereto to the contrary:

(a) Mr. Fellin and/or the Nottingham Group L.P. and its affiliates, shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned cases.

(b) In the event the Debtor seeks to have Mr. Fellin and/or Nottingham Group L.P. personnel assume executive officer positions that are different than the position disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of personnel; (ii) adding new personnel; or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.

(c) Mr. Fellin and/or the Nottingham Group L.P. shall file with the Court, with copies to the United States Trustee ("U.S. Trustee"), and all official committees, a report of staffing on the engagement for the previous month. Such report shall include the names and functions filled of the individuals assigned. All staffing shall be subject to review by the Court in the event an objection is filed.

(d) No principal, employee or independent contractor of Mr. Fellin and/or the Nottingham Group L.P.and its affiliates shall serve as a director of Debtor during the pendency of the above-captioned case.

(e) Mr. Fellin and/or the Nottingham Group L.P. shall file with the Court, and provide notice to the U.S. Trustee and all official committees, reports of compensation earned and expenses incurred on a monthly basis. Such reports shall contain summary charts which describe the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. Time records shall (i) be appended to the reports, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in 1/10 per hour increments and the corresponding charge (time multiplied by hourly rate) for each task. All compensation shall be subject to fee application under the Rules of Bankruptcy Procedure and Local Rules and court review under sections 330 and 331 of the Bankruptcy Code.

(f) No success fee, transaction fee or back-end fee shall be sought.

(g) The Debtor is permitted to indemnify Mr. Fellin as executive officer on the same terms as provided to the Debtor's other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtor's D&O policy. There shall otherwise be no indemnification of the Nottingham Group, L.P. and its affiliates, members, officers, directors, employees, independent contractors, controllers, or agents.

(h) Mr. Fellin and/or the Nottingham Group L.P. cannot be terminated from their positions with the Debtor without an order of the Court.

(i) For a period of three years after the conclusion of the engagement, neither Mr. Fellin, the Nottingham Group L.P., nor any of affiliates, shall make any investments in the Debtor or the Reorganized Debtor.

(j) Mr. Fellin and the Nottingham Group L.P. shall disclose any and all facts that may have a bearing on whether the Nottingham Group, L.P., its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtor, its/their creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation.

(k) Mr. Fellin and/or Nottingham Group L.P. shall use its reasonable best efforts and will coordinate with the Debtor and its other retained professionals not to duplicate any of the services provided to the Debtor by any of its retained professionals.

(l) Notwithstanding the terms of the Engagement Agreement, any arbitration provisions therein, or provisions for monthly interest on fees, shall not apply.

9. In the event of an inconsistency between the Application, Engagement Agreement, and this Order, this Order shall govern.

10. Notwithstanding any provision in this Order to the contrary, any payment authorized to be made, or any other authorization contained hereunder, shall be and hereby is subject in all respects to the terms and provisions of any and all orders of this Court authorizing the Debtor's use of cash collateral, including, without limitation, any budget(s) approved by the Court in connection therewith.

11. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the implementation of this Order.

12. The Debtor shall serve this Order on all interested parties and file a certificate of service.

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John C. Melaragno, Judge
United States Bankruptcy Court

SIGNED
5/13/26 2:22 pm
CLERK
U.S. BANKRUPTCY
COURT - WDPA