IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WW INTERNATIONAL, INC., *et al.*,[1]	Case No. 25-[__] ( )
Debtors.	(Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO CONTINUE AND PAY ALL PREPETITION OBLIGATIONS RELATING TO THEIR (A) PREPETITION INSURANCE POLICIES AND (B) SURETY BOND PROGRAM; (II) AUTHORIZING THE DEBTORS' BANKS AND OTHER FINANCIAL INSTITUTIONS TO HONOR AND PROCESS CHECKS AND TRANSFERS RELATED THERETO; AND (III) GRANTING RELATED RELIEF

The debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") hereby file this motion (this "Motion") for the entry of interim and final orders, substantially in the forms attached hereto as **Exhibit C** (the "Proposed Interim Order") and **Exhibit D** (the "Proposed Final Order," and together with the Proposed Interim Order, the "Proposed Orders"), (i) authorizing, but not directing, the Debtors to continue and, to the extent necessary, renew, revise, extend, supplement, or change, as needed, (a) the Insurance Policies (as defined below) and (b) the Surety Bonds (as defined below), and to pay the Insurance and Surety Obligations (as defined below) and prepetition obligations arising thereunder or in connection therewith, (ii) authorizing the Debtors' banks and other financial institutions (collectively, the "Banks") to honor and process check and electronic transfer requests related thereto, and (iii) granting related relief. In support of this Motion, the Debtors rely upon and incorporate by reference the

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of their federal tax identification numbers, to the extent applicable, are WW International, Inc. (0273), WW North America Holdings, LLC (6141), WW Canada Holdco, Inc. (5680), WW.com, LLC (4196), W Holdco, Inc. (4087), WW Health Solutions, Inc. (3859), Weekend Health, Inc. (6812), and WW NewCo, Inc. (N/A). The Debtors' headquarters is located at 675 Avenue of the Americas, 6th Floor, New York, NY 10010.

Declaration of Felicia DellaFortuna in Support of Chapter 11 Petitions and First Day Pleadings (the "First Day Declaration"),[2] filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are sections 105(a), 363(b), and 364 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 9013-1(m).

BACKGROUND

3. On the date hereof (the "Petition Date"), each of the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). The Debtors are

[2] Capitalized terms used but otherwise not defined herein shall have the meanings given to them in the First Day Declaration.

authorized to operate their business and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. No official committee has been appointed in these Chapter 11 Cases and no request has been made for the appointment of a trustee or an examiner.

5. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.

RELIEF REQUESTED

6. By this Motion, the Debtors request entry of the Proposed Orders authorizing the Debtors to (i) maintain the (a) Insurance Policies, including, but not limited to, those listed on **Exhibit A** hereto, on an uninterrupted basis in accordance with their practices and procedures in effect prior to the Petition Date (including by renewing, replacing, or modifying the Insurance Policies or obtaining replacement coverage as needed in the ordinary course of business without further Court approval) and (b) Surety Bonds, including, but not limited to, those listed on **Exhibit B** hereto, on an uninterrupted basis in accordance with their practices and procedures in effect prior to the Petition Date (including by renewing, replacing, or modifying the Surety Bonds or obtaining replacement surety bonds as needed in the ordinary course of business) and (ii) pay, in their sole discretion, all undisputed premiums, claims, retrospective adjustments, administrative and broker's fees, and all other obligations relating to the Insurance Policies and Surety Bonds, in each case, that were or are due and payable, whether relating to the period prior to or following the Petition Date (collectively, the "Insurance and Surety Obligations").

7. As of the Petition Date, there are no amounts due and owing with respect to future insurance and surety premium installment payments. However, solely out of an abundance of caution, the Debtors seek the Court's authority to honor any such prepetition amounts, subject to

the caps established by the Proposed Orders, and to continue to maintain the Insurance Policies and the Surety Bonds on an uninterrupted basis postpetition in the ordinary course of business.

8. The Debtors also request that the Court authorize the Banks at which the Debtors maintain disbursement accounts to receive, honor, process, and pay, to the extent of funds on deposit, any and all checks drawn or electronic fund transfers requested or to be requested by the Debtors relating to the Insurance Policies, the Surety Bonds, or the Insurance and Surety Obligations.

THE INSURANCE POLICIES AND SURETY BONDS AND RELATED OBLIGATIONS[3]

A. The Insurance Policies

9. In connection with the operation of their business, the Debtors maintain several insurance policies (the "Insurance Policies") through different insurance carriers (the "Insurance Carriers").[4] The Insurance Policies provide coverage for among other things, general liability, employee benefits liability, business travel accident liability, property damage liability, automobile liability, directors' and officers' liability, cyber liability, employment practices liability, fiduciary liability, crime liability, and employed lawyers liability, amongst others. Continuation of the Insurance Policies is essential to the operation of the Debtors' business and is necessary to protect the Debtors from various types of liability.

10. The Debtors are required to pay premiums under the Insurance Policies based upon rates established by the applicable Insurance Carrier. For the 2024-2025 policy period, the annual premiums for the Insurance Policies total approximately $3,500,000.00 in the aggregate.[5]

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3 The descriptions of the Insurance Policies provided herein is intended only as a summary, and the actual terms of the foregoing shall govern in the event of any inconsistency with the descriptions set forth herein.

4 A list of the Insurance Policies and Insurance Carriers is attached hereto as **Exhibit A**.

5 Certain premiums are paid in foreign currency, as reflected on **Exhibit A**.

Payments made in connection with the Insurance Policies are made prior to the effective date of an Insurance Policy and are paid in a lump sum. The Debtors pay such premiums directly to the Broker (as defined below) who remits the payments to the Insurance Carriers.[6] The Debtors believe that they are current with respect to premium installment payments under the Insurance Policies but seek the relief herein out of an abundance of caution to ensure no interruption in coverage. Accordingly, the Debtors seek authority to pay prepetition amounts outstanding with respect to the Insurance Policies, if any, and to continue the Insurance Policies in the ordinary course of business.

11. Moreover, in the ordinary course of business, the Debtors obtain brokerage services from Arthur J. Gallagher & Co. (the "Broker"). The Broker assists the Debtors in obtaining comprehensive insurance for the Debtors' operations by, among other things, managing renewal data, assisting the Debtors with the procurement and negotiation of the Insurance Policies, marketing the Insurance Policies, enabling the Debtors to obtain such policies on advantageous terms at competitive rates, and providing ongoing support throughout the applicable policy periods. The Debtors began utilizing the Broker's services for the first time in connection with the 2024-2025 policy period and were not charged a fee in connection therewith. Instead, the Broker received broker fees directly from the Insurance Carriers. As a result, the Debtors do not have any outstanding prepetition amounts due and owing to the Broker on account of its services.

B. The Surety Bonds

12. In the ordinary course of business, the Debtors are required to obtain, and post to certain governmental entities, various types of surety bonds (each, a "Surety Bond," and

[6] Certain of the Debtors' foreign directors' and officers' Insurance Policies require payment in local currency directly to the Insurance Carrier. All other payments are made directly through the Broker.

collectively, the "Surety Bonds") from surety providers (each, a "Surety," and collectively, the "Sureties"). These Surety Bonds secure obligations of payment and performance owed to various governmental entities (the "Obligees"). Generally, the Debtors are required to provide the Surety Bonds to the Obligees in order to maintain weight management centers pursuant to applicable state and municipal laws and regulations. The Surety Bonds include bonds issued to the Administrator of the Department of Consumer Affairs of the State of South Carolina, the Department of the Attorney General of the Commonwealth of Massachusetts, the State of Wisconsin Department of Agriculture, Trade and Consumer Protection, and the State of Alabama.

13. As of the Petition Date, the Debtors maintain four Surety Bonds, which provide approximately $235,000 in aggregate Surety Bond coverage.[7] The Debtors request authority to honor obligations and renew or obtain new Surety Bonds, as applicable, regardless of whether the Debtors inadvertently did not include a particular Surety Bond on the schedule attached hereto.

14. In consideration for the Sureties' issuance of the Surety Bonds, the Debtors pay premiums and post collateral to secure their obligations to the Sureties. The premiums for the Surety Bonds generally are determined on an annual basis and are paid by the Debtors when the bonds are issued and annually upon renewal (the "Surety Premiums"). The Surety Premiums for the Surety Bonds total approximately $2,350.00. Additionally, the Debtors may be required to post collateral to secure their obligations to the Sureties and to enter into indemnification agreements with the Sureties. As of the Petition Date, the Debtors were in discussions to collateralize certain of their obligations to the Sureties and seek authority to post collateral in connection therewith in the ordinary course of business.

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[7] A schedule of the Surety Bonds maintained by the Debtors is attached hereto as **Exhibit B**. As set forth therein, prior to the Petition Date, the Debtors were provided with notice that certain of the Surety Bonds would either be terminated early or would not be renewed in accordance with the Surety Bonds' cancellation provisions.

15. The Debtors believe that they are current with respect to their obligations under the Surety Bonds and that no Surety Premiums are outstanding as of the Petition Date. However, out of an abundance of caution, to ensure uninterrupted coverage under the Surety Bonds, the Debtors seek authority to pay any prepetition amounts outstanding in connection with the Surety Premiums and to continue paying Surety Premiums as they come due in the ordinary course of the Debtors business on the terms set forth in the Proposed Orders.

16. The Debtors obtain the Surety Bonds through the Broker, who assists the Debtors in remitting payment to the Sureties. The Broker enables the Debtors to obtain replacement surety bonds on advantageous terms and at competitive rates. The Debtors do not believe that there are any prepetition obligations due and owing on account of fees due to the Broker in connection with the Surety Bonds for the reasons discussed above. Nevertheless, to ensure uninterrupted coverage under the Surety Bonds, the Debtors seek authority to honor prepetition amounts owed to the Broker and to pay any fees owed to the Broker that may arise on a postpetition basis in the ordinary course of business.

BASIS FOR RELIEF

I. Cause Exists to Authorize the Continuation of the Debtors' Insurance Policies and Surety Bonds and the Payment of the Debtors' Insurance and Surety Obligations Pursuant to Sections 363(c)(1), 363(b)(1), and 105(a) of the Bankruptcy Code.

17. Pursuant to section 363(c)(1) of the Bankruptcy Code, the Debtors may "enter into transactions…in the ordinary court of business" and "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). The Debtors' request to continue honoring all obligations under the Insurance Policies and the Surety Bonds on a postpetition basis is consistent with their prepetition practices. Accordingly, the Debtors are permitted to pay all postpetition amounts due pursuant to the Insurance and Surety Obligations

and to renew or obtain new policies or surety bonds concerning the same, because such actions are in the ordinary course of the Debtors' business.

18. To the extent that the Debtors' continuation of the Insurance Policies or the Surety Bonds is outside of the ordinary course of business, section 363(b) of the Bankruptcy Code provides, in relevant part, that a debtor, in the exercise of its sound business judgment and "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). Under section 363(b), courts in this jurisdiction require only that the debtor "show that a sound business purpose" justifies the proposed use of property. The Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.), 242 B.R. 147, 153 (Bankr. D. Del. 1999) (requiring "good business reason" for use of property under section 363(b) of the Bankruptcy Code). When applying the "business judgment" standard, courts show great deference to the debtor's decision making. See, e.g., Myers v. Martin (In re Martin), 91 F.3d 389, 395 (3d Cir. 1996). Moreover, "[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." Comm. of Asbestos-Related Litigants v. Johns-Mansville Corp. (In re Johns-Manville Corp.), 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986); see also In re Tower Air, Inc., 416 F.3d 229, 238 (3d Cir. 2005) ("Overcoming the presumptions of the business judgment rule on the merits is a near-Herculean task."). Thus, if a transaction satisfies the business judgment rule, it should be approved under section 363(b) of the Bankruptcy Code.

19. The Debtors submit that continuing to honor the Insurance and Surety Obligations enables them to avoid potentially significant liabilities and, therefore, represents a sound exercise of their business judgment. More specifically, any interruption in coverage would expose the

Debtors to a number of operational and financial risks, including potentially: (i) incurring direct liability for the payment of claims or losses that otherwise would have been covered by the Insurance Policies or the Surety Bonds; (ii) incurring material costs and other losses that otherwise would have been reimbursed, such as attorneys' fees for certain covered claims; (iii) being unable to obtain similar types and levels of insurance coverage on equally favorable terms as the present coverage; (iv) incurring higher costs for re-establishing lapsed Insurance Policies or for obtaining new replacement policies; (v) being in material breach of their customer contracts which require the Debtors maintain insurance coverage and provide surety bonds. Accordingly, the Debtors respectfully submit that the requirements of section 363(b) are satisfied.

20. Furthermore, while most of the Insurance and Surety Obligations will constitute postpetition obligations of the Debtors' estates, to the extent that there are prepetition Insurance and Surety Obligations outstanding, honoring such obligations is necessary and appropriate. The Debtors respectfully submit that payment of such obligations should be authorized under sections 105(a) and 363(b) of the Bankruptcy Code pursuant to the "doctrine of necessity." Section 105(a) of the Bankruptcy Code provides that a court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. 11 U.S.C. § 105(a). No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process. As a result, the Debtors submit that the use of estate funds for payment of the Insurance and Surety Obligations is permitted under sections 105(a) and 363(b) of the Bankruptcy Code as necessary costs of preserving the estates.

21. The "doctrine of necessity" functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code. See, e.g., In re Lehigh & New England Ry. Co., 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to continued operation of the debtor); In re Ionosphere Clubs, Inc., 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989) (authorizing the payment of prepetition employee wages and benefits while recognizing the judicial power to authorize a debtor "to pay prepetition claims where such payment is essential to the continued operation of the debtor"); see also In re Just for Feet, Inc., 242 B.R. 821, 824–25 (Bankr. D. Del. 1999) (holding that section 105(a) "provides a statutory basis for the payment of prepetition claims" under the doctrine of necessity and noting that the Supreme Court, the United States Court of Appeals for the Third Circuit, and the United States District Court for the District of Delaware all accept the authority of the bankruptcy court "to authorize payment of prepetition claims when such payment is necessary for the debtor's survival during chapter 11"); In re Columbia Gas Sys., Inc., 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (explaining that the doctrine of necessity is standard in the Third Circuit for enabling a court to authorize the payment of prepetition claims prior to confirmation). The rationale for the "doctrine of necessity" is consistent with the paramount goal of chapter 11: "facilitating the continued operation and rehabilitation of the debtor." Ionosphere Clubs, 98 B.R. at 176.

22. The Debtors submit that the payment of the Insurance and Surety Obligations is necessary because, as noted above, continuation of the Insurance Policies and the Surety Bonds is essential to continuing uninterrupted operations and preserving the value of the Debtors' business, properties, and assets of the estates. The nature of the Debtors' business and the extent of their

operations make it essential for the Debtors to maintain their Insurance Policies and Surety Bonds on an ongoing and uninterrupted basis. The non-payment of any premiums or related fees due and owing under the Insurance Policies and the Surety Bonds could result in one or more of the Insurance Carriers or Sureties terminating the Debtors' existing policies or surety bonds, declining to renew the Debtors' policies or surety bonds, or refusing to enter into new insurance or surety agreements with the Debtors in the future. The Insurance Policies and the Surety Bonds protect the Debtors and other parties in interest from losses caused by, among other things, casualty or other unforeseen events. If the Insurance Policies or the Surety Bonds are allowed to lapse without renewal, the Debtors could be exposed to substantial liability for damages resulting to persons and property of the Debtors and others. Accordingly, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Court is empowered to grant the relief requested herein. Thus, it is imperative that the Debtors be able to renew, supplement, or purchase insurance coverage and surety bonds on a postpetition basis in the ordinary course of business.

II. Maintaining the Insurance Policies Is Required by the Bankruptcy Code and U.S. Trustee Operating Guidelines.

23. Pursuant to section 1112(b)(4)(c) of the Bankruptcy Code and the operating guidelines established by the United States Trustee for the District of Delaware (the "U.S. Trustee"), the Debtors are obligated to remain current with respect to their Insurance Policies. Section 1112(b)(4)(C) provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" constitutes "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). Additionally, in many instances, the coverage provided under the Insurance Policies is required by the regulations, laws, and contracts that govern the Debtors' commercial activities, including the operating guidelines issued by the U.S. Trustee. The Debtors believe that it is essential to their estates, as well as consistent with the Bankruptcy Code and the

U.S. Trustee's operating guidelines, that they maintain and continue to make all payments required under their Insurance Policies, and have the authority to supplement, amend, extend, renew, or replace their Insurance Policies as necessary, in their business judgment, without further order of the Court. Accordingly, by this Motion, the Debtors seek authority pursuant to sections 105(a) and 363 of the Bankruptcy Code to honor their Insurance Obligations and continue their Insurance Policies without interruption, as such programs were in effect as of the Petition Date.

III. To the Extent the Provision of Collateral Is Deemed an Extension of Secured Credit, the Court Should Authorize the Debtors to do so as in the Best Interests of the Estates

24. To the extent the provision of collateral to the Sureties is deemed an extension of secured credit, the Debtors request authority to provide any such collateral pursuant to section 364 of the Bankruptcy Code, as determined in the Debtors' business judgment. Pursuant to section 364 of the Bankruptcy Code, a debtor may, in the exercise of its business judgment, incur secured or unsecured debt if the borrowing is in the best interests of the estate. See In re Aqua Assocs., 123 B.R. 192, 195-96 (Bankr. E.D.Pa. 1991); In re Ames Dept. Stores, 115 B.R. 34, 38 (Bankr. S.D.N.Y. 1990) (stating that, with respect to postpetition credit, courts "permit debtors-in-possession to exercise their basic business judgment consistent with their fiduciary duties"). To satisfy the requirements of section 364(c) of the Bankruptcy Code, a debtor need only demonstrate "by a good faith effort that credit was not available" to the debtor on an unsecured or administrative expense basis. See Bray v. Shenandoah Fed. Savs. & Loan Ass'n (In re Snowshoe Co.), 789 F.2d 1085, 1088 (4th Cir. 1986). In light of the Debtors' current circumstances—including their recent and highly publicized chapter 11 filing—the Debtors do not believe that they can obtain financial accommodations comparable to those offered under the Surety Bonds, which are necessary to the Debtors' operations in the states in which the Surety Bonds are issued. The Debtors, therefore, request authority to post collateral to the extent necessary to obtain such bonds.

IV. Authorization for the Banks to Honor and Pay Checks Issued and Electronic Funds Transfers Requested to Pay Insurance Obligations Is Warranted.

25. The Debtors further request that this Court authorize and direct the Banks to receive, process, honor, and pay any and all checks drawn or electronic funds transfers requested to pay Insurance Obligations, whether such checks were presented prior to or after the Petition Date; provided, however, that such checks or electronic funds transfers are identified by the Debtors as relating directly to the authorized payment of the Insurance Obligations. The Debtors also seek authority to issue new postpetition checks, or effect new electronic funds transfers, on account of such claims to replace any prepetition checks or electronic funds transfer requests that may be dishonored or rejected as a result of the commencement of these Chapter 11 Cases.

SATISFACTION OF BANKRUPTCY RULE 6003

26. Pursuant to Bankruptcy Rule 6003, the Court may grant relief within twenty-one (21) days after the Petition Date regarding a motion to "use, sell, lease, or otherwise incur an obligation regarding property of the estate" only if such relief is necessary to avoid immediate and irreparable harm. Fed. R. Bankr. P. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. See In re Ames Dep't Stores, Inc., 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

27. As described herein and in the First Day Declaration, the Debtors will suffer immediate and irreparable harm without authorization for the relief requested herein. Accordingly, Bankruptcy Rule 6003 has been satisfied and the relief requested herein should be granted.

WAIVER OF BANKRUPTCY RULE 6004(h)

28. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate their business without interruption and to preserve value for their estate. Accordingly, the Debtors respectfully request that the Court waive the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

RESERVATION OF RIGHTS

29. Nothing contained herein is intended or shall be construed as: (i) an implication or admission as to the amount of, basis for, or validity of any claim against any of the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (ii) an impairment or waiver of any Debtor's or any other party in interest's right to dispute any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (iii) a promise or requirement to pay any particular claim; (iv) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (v) an implication or admission that any particular claim is of a type specified or defined in the Motion, or any order granting the relief requested by the Motion; (vi) an implication, admission, or finding as to the validity, enforceability, or perfection of any lien on, interest in, or other encumbrance on the property of any Debtor or its estate; (vii) an impairment or waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code of any other applicable law; or (viii) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (ix) a waiver of the obligation of any party in interest to file a proof of claim; or (x) otherwise affecting

the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

NOTICE

30. Notice of this Motion has been or will be provided to: (i) the U.S. Trustee; (ii) the Office of the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) the United States Securities and Exchange Commission; (v) counsel to the Ad Hoc Group; (vi) counsel to the Prepetition Agent; (vii) those creditors holding the thirty (30) largest unsecured claims against the Debtors' estates (on a consolidated basis); (viii) the Insurance Carriers; (ix) the Sureties; (x) the Banks; and (xi) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors will serve copies of this Motion and an order entered in respect of this Motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

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CONCLUSION

WHEREFORE, the Debtors request entry of the Proposed Orders, granting the relief requested herein and such other and further relief as is just and proper.

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Dated: May 6, 2025
Wilmington, Delaware

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

List of Insurance Contracts

INSURANCE PROGRAM[1]	INSURANCE CARRIER	LAST FOUR DIGITS OF POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	APPROXIMATE ANNUAL PREMIUM[2]
General Liability/Professional Liability	CNA	4891	9/29/24	9/29/25	$214,302.00
Umbrella General Liability/Professional Liability	CNA	4907	9/29/24	9/29/25	$350,700.00
Business Travel Accident Liability	Zurich	1818	9/28/24	9/28/27	$5,567.00
Commercial Property Liability	Zurich	3400	9/29/24	9/29/25	$117,405.79
Automobile Liability	AIG	3294	9/29/24	9/29/25	$32,348
Foreign Liability	AIG	4767	9/29/24	9/29/25	$12,807.00
Primary Directors & Officers Liability[3]	XL Specialty Insurance Company	O24A	12/1/24	12/1/25	$500,000.00
Excess Directors & Officers Liability	Allianz	1724	12/1/24	12/1/25	$300,000.00
Excess Directors & Officers Liability	Midvale Indemnity Company	4803	12/1/24	12/1/25	$210,000.00
Excess Directors & Officers Liability	The Hartford	41-24	12/1/24	12/1/25	$145,000

1 Prior to the Petition Date, the Debtors bound a directors' and officers' tail Insurance Policy (the "D&O Tail Policy") that is not reflected herein. The premium for the D&O Tail Policy was paid prepetition and no amounts are outstanding in connection therewith.

2 Premiums included herein may not include applicable taxes and fees.

3 The Debtors' primary directors' and officers' Insurance Policy is tied in with several directors' and officers' Insurance Policies that are required for businesses operating in a particular country or region, which are listed below.

INSURANCE PROGRAM[1]	INSURANCE CARRIER	LAST FOUR DIGITS OF POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	APPROXIMATE ANNUAL PREMIUM[2]
Excess Directors & Officers Liability	CNA	1551	12/1/24	12/1/25	$103,000
Excess Directors & Officers Liability	Mitsui	0019	12/1/24	12/1/25	$65,000.00
Excess Directors & Officers Liability	Samsung Fire & Marine Insurance Co., Ltd.	10-02	12/1/24	12/1/25	$47,450.00
Excess Directors & Officers Liability	Old Republic Insurance Company	5862	12/1/24	12/1/25	$40,000.00
Excess Directors & Officers Liability	Westfield	HW-02	12/1/24	12/1/25	$34,000.00
Excess Directors & Officers Liability (Brazil)	AXA XL	5462	12/1/24	12/1/25	R$31.158,84
Excess Directors & Officers Liability (Australia)	AXA XL	O24A	12/1/24	12/1/25	$7,720.65
Excess Directors & Officers Liability (Switzerland)	AXA XL	O24A	12/1/24	11/30/25	CHF 4,434.71
Excess Directors & Officers Liability (United Kingdom)	AXA XL	L24A	12/1/24	11/30/25	£3,981.68
Excess Directors & Officers Liability (FOS)	AXA XL	O24A	12/1/24	12/1/25	$5,000.00
Excess Directors & Officers Liability (Canada)	AXA XL	O24A	12/1/24	12/1/25	$5,000.00
Directors & Officers Liability (Lead Side A Coverage)	Berkshire	75-04	12/1/24	12/1/25	$29,000.00
Directors & Officers Liability (Excess Side A Coverage)	Argo Pro	564-0	12/1/24	12/1/25	$24,000.00

INSURANCE PROGRAM[1]	INSURANCE CARRIER	LAST FOUR DIGITS OF POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	APPROXIMATE ANNUAL PREMIUM[2]
Cyber Liability	Lloyds of London	6224	12/1/24	12/1/25	$346,500.00
Excess Cyber Liability	CNA	4160	12/1/24	12/1/25	$242,550.00
Excess Cyber Liability	QBE	1848	12/1/24	12/1/25	$169,785.00
Excess Cyber Liability	Arch Insurance Company	13-00	12/1/24	12/1/25	$118,850.00
Excess Cyber Liability	Sompo International Insurance	1800	12/1/24	12/1/25	$100,000.00
Employment Practices Liability	Sompo International Insurance	0800	12/1/24	12/1/25	$150,464.00
Fiduciary Liability	AIG	40-13	12/1/24	12/1/25	$22,000.00
Excess Fiduciary Liability	Sompo International Insurance	2500	12/1/24	12/1/25	$14,000.00
Crime Liability	Berkley	90-21	12/1/24	12/1/25	$38,815.00
Employed Lawyers Liability	Chubb	7653	12/1/24	12/1/25	$9,091.00
Miscellaneous Liability	Great American Insurance Group	57.24	12/1/24	12/1/27	$12,371.00

Exhibit B

List of Surety Bonds

BOND NUMBER	ISSUING CARRIER	PRINCIPAL	OBLIGEE	BOND AMOUNT	TERM[1]
015-025-109	Liberty Mutual Insurance Company	Weight Watchers North American, Inc.	Administrator of the Department of Consumer Affairs of the State of South Carolina	$50,000.00	12/31/24-12/31/25
285053013	Liberty Mutual Insurance company	Weight Watchers International, Inc.	Department of the Attorney General of the Commonwealth of Massachusetts	$25,000.00	12/31/24-12/31/25
285-030-714	Liberty Mutual Insurance Company	Weight Watchers North America, Inc.	State of Wisconsin Department of Agriculture, Trade and Consumer Protection	$150,000.00	3/25/24-3/25/25
285053012	Liberty Mutual Insurance Company	WW International, Inc.	State of Alabama	$10,000.00	7/24/24-7/24/25

[1] Prior to the Petition Date, the Surety provided the Debtors with notice that the Surety Bond ending in 3013 will terminate early and that the Surety Bond ending in 3012 will not be renewed upon its expiration in accordance with the applicable Surety Bond’s cancellation provisions.

Exhibit C

Proposed Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WW INTERNATIONAL, INC., *et al.*,[1]	Case No. 25-[__] ( )
Debtors.	(Jointly Administered)
	Ref. Docket No. ___

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE AND PAY ALL PREPETITION OBLIGATIONS RELATING TO THEIR (A) PREPETITION INSURANCE POLICIES AND (B) SURETY BOND PROGRAM; (II) AUTHORIZING THE DEBTORS' BANKS AND OTHER FINANCIAL INSTITUTIONS TO HONOR AND PROCESS CHECKS AND TRANSFERS RELATED THERETO; AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the debtors and debtors-in-possession in the above-captioned chapter 11 case (collectively, the "Debtors") for the entry of an interim order (this "Interim Order"), pursuant to sections 105, 363, and 364 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (i) authorizing, but not directing, the Debtors to continue and, to the extent necessary, renew, revise, extend, supplement, or change, as needed, (a) the Insurance Policies and (b) the Surety Bonds, and to pay the Insurance and Surety Obligations and prepetition obligations arising thereunder or in connection therewith, (ii) authorizing the Banks to honor and process check and electronic transfer requests related thereto, and (iii) granting related relief; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and having determined that no other

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of their federal tax identification numbers, to the extent applicable, are WW International, Inc. (0273), WW North America Holdings, LLC. (6141), WW Canada Holdco, Inc. (5680), WW.com, LLC (4196), W Holdco, Inc. (4087), WW Health Solutions, Inc (3859), Weekend Health, Inc. (6812), and WW NewCo, Inc. (N/A). The Debtors' headquarters is located at 675 Avenue of the Americas, 6th Floor, New York, NY 10010.

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

or further notice of the Motion is required; and having determined that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and having determined that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and having determined that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.

2. **A final hearing on the relief sought in the Motion shall be conducted on [_______________], 2025 at [______] (ET) (the "Final Hearing").** Any party-in-interest objecting to the relief sought at the Final Hearing or in the Final Order shall file and serve a written objection, which objection shall be served upon (i) WW International, Inc., 675 Avenue of the Americas, 6th Floor, New York, New York 10010, Attn: Jacqueline Cooke, Esq. (jacquie.cooke@ww.com); (ii) proposed co-counsel to the Debtors, (a) Simpson Thacher & Bartlett LLP, 425 Lexington Ave, New York, New York 10017, Attn: Elisha D. Graff, Esq. (egraff@stblaw.com), Moshe A. Fink, Esq. (moshe.fink@stblaw.com), Rachael L. Foust, Esq. (rachael.foust@stblaw.com), and Zachary J. Weiner, Esq. (zachary.weiner@stblaw.com); and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton, Esq. (emorton@ycst.com), Sean M. Beach, Esq. (sbeach@ycst.com), Shella Borovinskaya, Esq. (sborovinskaya@ycst.com), and Carol E. Thompson, Esq. (cthompson@ycst.com); (iii) counsel to any official committee appointed in these Chapter 11 Cases; (iv) counsel to the Ad Hoc Group, (a) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg, Esq.

(sgreenberg@gibsondunn.com), Matthew J. Williams, Esq. (mjwilliams@gibsondunn.com), Jason Z. Goldstein, Esq. (jgoldstein@gibsondunn.com), and Tommy Scheffer, Esq. (tscheffer@gibsondunn.com); and (b) Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and Timothy P. Cairns (tcairns@pszjlaw.com); and (v) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman, Esq. (benjamin.a.hackman@usdoj.gov), in each case no later than [_______________], 2025 at 4:00 p.m. (ET). If no objections to the entry of the Final Order are timely filed, this Court may enter the Final Order without further notice or a hearing.

3. The Debtors shall serve a copy of the Motion and this Interim Order on each Insurance Carrier and Surety listed on Exhibit A and Exhibit B to the Motion, respectively, within two business days after the date this Interim Order is entered.

4. The Debtors are authorized, but not directed, in their discretion, to pay all Insurance and Surety Obligations, if any, that were or are due and payable, whether relating to the period prior to or following the Petition Date

5. The Debtors are authorized, with the consent of the Ad Hoc Group, to acquire bonding capacity as needed in the ordinary course of their business, including through posting letter of credit collateral or other collateral, and execute other agreements, as needed in connection with the Insurance Policies and the Surety Bonds.

6. The Debtors are authorized, but not directed, in their discretion to pay all fees owed to the Brokers, whether relating to the period prior to or following the Petition Date.

7. The Debtors are hereby authorized, but not directed, to maintain their Insurance Policies and Surety Bonds without interruption, on the same basis, and in accordance with the same practices and procedures that were in effect prior to the Petition Date, in their business judgment and at their sole discretion, without further application to this Court.

8. The Debtors are hereby authorized, but not directed, to renew their Insurance Policies and Surety Bonds, and to modify or obtain replacement coverage, including through obtaining tail coverage, and bonds, as needed, in the ordinary course of business without further application to this Court.

9. The Banks are hereby authorized to receive, process, honor, and pay any checks presented for payment and electronic transfer requests made by the Debtors related to the payment of the Insurance and Surety Obligations approved herein, and the costs and expenses incident thereto, whether such checks were presented or such electronic transfer requests were submitted before or after the Petition Date, to the extent funds are available in the Debtors' accounts; provided, however, that such checks or electronic funds transfers are identified by the Debtors as relating directly to the payment of the Insurance and Surety Obligations, or the costs and expenses incident thereto, approved herein.

10. The Banks are further authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to this Interim Order. In no event shall any such bank or other financial institution that takes any such action either (i) at the direction of the Debtors, (ii) in the good faith belief that the Court has authorized such action consistent with the implementation of reasonable item handling procedures or (iii) as a result of an innocent mistake made despite the implementation of reasonable item handling procedures, be deemed in violation of this Interim Order or have liability in connection therewith.

11. The Debtors are authorized to reissue any check or electronic payment that originally was given in payment of any prepetition amount authorized to be paid under this Interim Order and is not cleared by the applicable bank or other financial institution.

12. Nothing in the Motion or this Interim Order or the relief granted herein (including any actions taken or payments made by the Debtors) is to be construed as (i) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (ii) an impairment or waiver of the Debtors' or any other party in interest's right to dispute any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (iii) a promise or requirement to pay any particular claim; (iv) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (v) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Interim Order; (vi) an implication, admission, or finding as to the validity, enforceability, or perfection of any lien on, interest in, or other encumbrance on the property of any Debtor or its estate; (vii) an impairment or waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (viii) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (ix) a waiver of the obligation of any party in interest to file a proof of claim; or (x) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Nothing contained in this Interim Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

13. The relief granted herein is without prejudice to the Debtors' ability to request further relief related to the Insurance Policies, the Surety Bonds, and the Insurance and Surety Obligations.

14. The Debtors are authorized, but not directed, to take any and all actions necessary to effectuate the relief granted herein.

15. Nothing in the Motion or this Interim Order waives or modifies the requirements of the Restructuring Support Agreement, including, without limitation, the consent and consultation rights contained therein.

16. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "Cash Collateral Order"). To the extent there is any inconsistency between the terms of a Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

17. The requirements of Bankruptcy Rule 6003(b) have been satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

18. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be effective and enforceable immediately upon its entry.

19. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Exhibit D

Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WW INTERNATIONAL, INC., *et al.*,[1]	Case No. 25-[__] ( )
Debtors.	(Jointly Administered)
	Ref. Docket Nos. ___ & ___

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE AND PAY ALL PREPETITION OBLIGATIONS RELATING TO THEIR (A) PREPETITION INSURANCE POLICIES AND (B) SURETY BOND PROGRAM; (II) AUTHORIZING THE DEBTORS' BANKS AND OTHER FINANCIAL INSTITUTIONS TO HONOR AND PROCESS CHECKS AND TRANSFERS RELATED THERETO; AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the debtors and debtors-in-possession in the above-captioned chapter 11 case (collectively, the "Debtors") for the entry of a final order (this "Final Order"), pursuant to sections 105, 363, and 364 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (i) authorizing, but not directing, the Debtors to continue and, to the extent necessary, renew, revise, extend, supplement, or change, as needed, (a) the Insurance Policies and (b) the Surety Bonds, and to pay the Insurance and Surety Obligations and prepetition obligations arising thereunder or in connection therewith, (ii) authorizing the Banks to honor and process check and electronic transfer requests related thereto, and (iii) granting related relief; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and having determined that no other

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[1] The Debtors in these Chapter 11 Cases, along with the last four digits of their federal tax identification numbers, to the extent applicable, are WW International, Inc. (0273), WW North America Holdings, LLC (6141), WW Canada Holdco, Inc. (5680), WW.com, LLC (4196), W Holdco, Inc. (4087), WW Health Solutions, Inc. (3859), Weekend Health, Inc. (6812), and WW NewCo, Inc. (N/A). The Debtors' headquarters is located at 675 Avenue of the Americas, 6th Floor, New York, NY 10010.

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

or further notice of the Motion is required; and having determined that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and having determined that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and having determined that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtors shall serve a copy of the Motion and this Final Order on each Insurance Carrier and Surety listed on Exhibit A and Exhibit B to the Motion, respectively, within two business days after the date this Final Order is entered.

3. The Debtors are authorized, but not directed, in their discretion, to pay all Insurance and Surety Obligations, if any, that were or are due and payable, whether relating to the period prior to or following the Petition Date.

4. The Debtors are authorized, with the consent of the Ad Hoc Group, to acquire bonding capacity as needed in the ordinary course of their business, including through posting letter of credit collateral or other collateral, and execute other agreements, as needed in connection with the Insurance Policies and the Surety Bonds.

5. The Debtors are authorized, but not directed, in their discretion to pay all fees owed to the Brokers, whether relating to the period prior to or following the Petition Date.

6. The Debtors are hereby authorized, but not directed, to maintain their Insurance Policies and Surety Bonds without interruption, on the same basis, and in accordance with the

same practices and procedures that were in effect prior to the Petition Date, in their business judgment and at their sole discretion, without further application to this Court.

7. The Debtors are hereby authorized, but not directed, to renew their Insurance Policies and Surety Bonds, and to modify or obtain replacement coverage, including through obtaining tail coverage, and bonds, as needed, in the ordinary course of business without further application to this Court.

8. The Banks are hereby authorized to receive, process, honor, and pay any checks presented for payment and electronic transfer requests made by the Debtors related to the payment of the Insurance and Surety Obligations approved herein, and the costs and expenses incident thereto, whether such checks were presented or such electronic transfer requests were submitted before or after the Petition Date, to the extent funds are available in the Debtors' accounts; provided, however, that such checks or electronic funds transfers are identified by the Debtors as relating directly to the payment of the Insurance and Surety Obligations, or the costs and expenses incident thereto, approved herein.

9. The Banks are further authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to this Final Order. In no event shall any such bank or other financial institution that takes any such action either (i) at the direction of the Debtors, (ii) in the good faith belief that the Court has authorized such action consistent with the implementation of reasonable item handling procedures or (iii) as a result of an

innocent mistake made despite the implementation of reasonable item handling procedures, be deemed in violation of this Final Order or have liability in connection therewith.

10. The Debtors are authorized to reissue any check or electronic payment that originally was given in payment of any prepetition amount authorized to be paid under this Final Order and is not cleared by the applicable bank or other financial institution.

11. Nothing in the Motion or this Final Order or the relief granted herein (including any actions taken or payments made by the Debtors) is to be construed as (i) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (ii) an impairment or waiver of the Debtors' or any other party in interest's right to dispute any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (iii) a promise or requirement to pay any particular claim; (iv) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (v) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Final Order; (vi) an implication, admission, or finding as to the validity, enforceability, or perfection of any lien on, interest in, or other encumbrance on the property of any Debtor or its estate; (vii) an impairment or waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (viii) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (ix) a waiver of the obligation of any party in interest to file a proof of claim; or (x) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

12. The relief granted herein is without prejudice to the Debtors' ability to request further relief related to the Insurance Policies, the Surety Bonds, and the Insurance and Surety Obligations.

13. The Debtors are authorized, but not directed, to take any and all actions necessary to effectuate the relief granted herein.

14. Nothing in the Motion or this Final Order waives or modifies the requirements of the Restructuring Support Agreement, including, without limitation, the consent and consultation rights contained therein.

15. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "Cash Collateral Order"). To the extent there is any inconsistency between the terms of a Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

16. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be effective and enforceable immediately upon their entry.

17. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.