United States Bankruptcy Court
Southern District of Texas
ENTERED
March 21, 2024
Nathan Ochsner, Clerk

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

In re:	:	Chapter 11
ROBERTSHAW US HOLDING CORP., *et al.*,	:	Case No. 24-90052 (CML)
Debtors.[1]	:	(Jointly Administered)

FINAL ORDER (I) AUTHORIZING DEBTORS TO OBTAIN POST-PETITION FINANCING; (II) AUTHORIZING DEBTORS TO CONTINUE THE USE OF CASH COLLATERAL; (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS; (IV) GRANTING ADEQUATE PROTECTION TO PREPETITION FIRST OUT SUPER-PRIORITY SECURED PARTIES; (V) MODIFYING AUTOMATIC STAY; AND (VI) GRANTING RELATED RELIEF

[Relates to Docket Nos. 23 and 111]

Upon the motion (the "**Motion**")[2] of the above-referenced debtors, as debtors in possession (collectively, the "**Debtors**") in the above-captioned cases (the "**Cases**"), pursuant to sections 105, 361, 362, 363, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), Rules 4002-1 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**"), and the Procedures for Complex Cases in the Southern District of Texas, seeking entry of this final order (this "**Final Order**"):

(a) authorizing Robertshaw US Holding Corp., as Borrower Agent, and each of the other Debtors, as Subsidiary Borrowers or Guarantors (together, the "**DIP**

[1] The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are as follows: Range Parent, Inc. (7956); Robertshaw US Holding Corp. (1898); Robertshaw Controls Company (9531); Burner Systems International, Inc. (8603); Robertshaw Mexican Holdings LLC (9531); Controles Temex Holdings LLC (9531); Universal Tubular Systems, LLC (8603); and Robertshaw Europe Holdings LLC (8843). The primary mailing address used for each of the foregoing debtors is 1222 Hamilton Parkway, Itasca, Illinois 60143.

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

Borrowers"), to obtain postpetition financing consisting of a superpriority delayed-draw senior secured term loan credit facility (the "**DIP Facility**") in the aggregate principal amount of $56,000,000 (the "**DIP Loans**"), which DIP Loans may be funded following entry of this Final Order in accordance with the terms and conditions set forth in the DIP Credit Agreement (as defined below) and all other terms and conditions of the DIP Documents;

(b) authorizing the DIP Borrowers to enter into and perform under that certain Senior Secured Super-Priority Debtor-In-Possession Credit Agreement, dated as of March [●], 2024, among the DIP Borrowers, the lenders party thereto (collectively in such capacities, the "**DIP Lenders**"), and Delaware Trust Company, as administrative agent and collateral agent (in such capacities, the "**DIP Agent**," and, together with the DIP Lenders, the "**DIP Secured Parties**") (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "**DIP Credit Agreement**") and the DIP Documents (the DIP Credit Agreement, together with this Final Order, and all agreements, documents, and instruments delivered or executed in connection therewith, and other guarantee and security documentation, collectively, the "**DIP Documents**"), and to perform such other and further acts as may be required in connection with the DIP Documents;

(c) authorizing the Debtors to use the proceeds of the DIP Loans and the Prepetition Collateral (as defined below), including Cash Collateral (as defined below), (x) solely in accordance with the Approved Budget (subject to any Permitted Variance set forth herein and in the DIP Credit Agreement), and (y) to provide working capital for, and for other general corporate purposes of, the Debtors and certain of the Debtors' subsidiaries, including for payment of any Adequate Protection Payments (as defined below);

(d) granting adequate protection to the Prepetition First-Out Super-Priority Secured Parties (as defined below) to the extent of any Diminution in Value (as defined below) of their interests in the Prepetition Collateral (as defined below);

(e) granting valid, enforceable, binding, non-avoidable, and fully perfected first priority priming liens on and senior security interests in substantially all of the property, assets, and other interests in property and assets of the Debtors, whether such property is presently owned or after-acquired, and each Debtors' estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined below), subject only to the (x) Carve Out (as defined below) and (y) other valid, perfected, enforceable, and nonavoidable prepetition liens (if any) that are senior to the liens or security interests of the Prepetition First Out Super-Priority Secured Parties as of the Petition Date by operation of law, prepetition subordination or waiver agreements, or permitted by the Prepetition Documents and liens that are perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code (the "**Permitted Prior Liens**");

(f) granting superpriority administrative expense claims against each of the Debtors' estates to the DIP Agent and the DIP Lenders with respect to the DIP Obligations (as defined below) over any and all administrative expenses of any kind or nature subject and subordinate only to the payment of the Carve Out on the terms and conditions set forth herein and in the DIP Documents;

(g) waiving the Debtors' and the estates' right to surcharge against the Prepetition Collateral or DIP Collateral (each as defined below) pursuant to section 506(c) of the Bankruptcy Code;

(h) providing that the "equities of the case" exception under Bankruptcy Code section 552(b) does not apply to such parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable;

(i) pursuant to Bankruptcy Rule 4001, holding a final hearing (the "**Final Hearing**") on the Motion before this Court to consider entry of this Final Order, among other things, (1) authorizing the Debtors to, on a final basis, borrow from the DIP Lenders a principal amount of $56,000,000 in DIP Loans, (2) authorizing the Debtors' use of Prepetition Collateral (including Cash Collateral), (3) granting the adequate protection described in this Final Order, and (4) authorizing the Debtors to execute and deliver the DIP Documents to which they are a party and to perform their respective obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith;

(j) granting related relief.

The interim hearing on the Motion having been held by this Court on February 15, 2024 (the "**Interim Hearing**"); and upon the record made by the Debtors at the Interim Hearing, including the Motion (Docket No. 23), the Court having considered the *Declaration of John Hewitt in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 19] (the "**Hewitt Declaration**"), the *Declaration of Stephen Spitzer in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 26], the *Declaration of Randall S. Eisenberg in Support of Debtors' Emergency Motion for Entry of an Interim Cash Collateral Order and Final DIP Order* [Docket No. 25]*, the Declaration of Brendon Phillips in Support of Debtors' Emergency Motion for Entry of an Interim Cash Collateral Order and Final DIP Order* [Docket No. 24], the other evidence submitted or adduced and the arguments of counsel made at the Interim Hearing held on February 15, 2024, and the other evidence submitted or adduced and the arguments of counsel made at the Final Hearing held on March 21, 2024; and this Court having entered, after the Interim Hearing, that certain *Interim Order (I) Authorizing Debtors to Use Cash Collateral, (II) Granting Adequate Protection to Prepetition First Out Super-Priority Secured Parties, (III) Modifying Automatic*

Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (the "**Cash Collateral Order**") (Docket No. 111); and this Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the final relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Credit Agreement and the other DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and the Debtors having provided notice of the Motion and the relief requested therein as set forth in the Motion; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. ***Petition Date***. On February 15, 2024 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (the "**Court**").

B. ***Debtors in Possession***. Each Debtor has continued with the management and operation of its respective businesses and properties as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Cases.

C. ***Jurisdiction and Venue***. The Court has jurisdiction over the Motion, these Cases, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334 and the Amended

[3] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052.

Standing Order of Reference from the United States District Court for the Southern District of Texas dated May 24, 2012. Venue for these Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

D. ***Committee***. On February 23, 2024, the Office of the United States Trustee (the "**U.S. Trustee**") appointed an official committee of unsecured creditors (the "**Committee**") [Docket No. 211], which was reconstituted on February 24, 2024 [Docket No. 218].

E. ***Debtors' Stipulations.*** Subject to paragraph 24 hereof (and subject to the limitations thereon contained in such paragraph), upon entry of the Cash Collateral Order, the Debtors admitted, stipulated and agreed that (collectively, paragraphs E.1 through E.8 below are referred to herein as the "**Debtors' Stipulations**"):

1. ***Super-Priority Credit Agreement***. Under that certain Super-Priority Credit Agreement, dated as of May 9, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Super-Priority Credit Agreement**," and together with all other documentation executed in connection therewith, including, without limitation, the Collateral Documents and all other Loan Documents (each as defined in the Super-Priority Credit Agreement) executed in connection therewith, the "**Super-Priority Credit Documents**"), among Robertshaw US Holding Corp. (the "**Borrower**"), Range Parent, Inc. ("**Holdings**") and certain of the other Debtors as borrowers and guarantors (together with the Borrower and Holdings, collectively, the "**Prepetition Super-Priority Loan Parties**"), Delaware Trust Company ("**Delaware Trust**"), as administrative and collateral agent (in such capacities and including any successors thereto, the "**Prepetition Super-Priority Administrative Agent**"), for its own benefit and that of the lenders, and the lenders from time to time party thereto (such lenders, the

"**Prepetition Super-Priority Lenders**,"[4] and together with the Prepetition Super-Priority Administrative Agent and each of the other Secured Parties (as defined in the Super-Priority Credit Agreement), the "**Prepetition Super-Priority Secured Parties**"), the Borrower was provided with a first-out secured term loan facility (the loans borrowed thereunder, the "**Prepetition First Out Term Loans**"), a second-out secured term loan facility (the loans borrowed thereunder, the "**Prepetition Second Out Term Loans**"), a third-out term loan facility (the loans borrowed thereunder, the "**Prepetition Third Out Term Loans**"), a fourth-out term loan facility (the loans borrowed thereunder, the "**Prepetition Fourth Out Term Loans**"), and a fifth-out term loan facility (the loans borrowed thereunder, the "**Prepetition Fifth Out Term Loans**").[5]

(a) ***Prepetition First Out Term Loans.***

(i) As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition First Out Term Loans (the "**Prepetition First Out Super-Priority Secured Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate unpaid principal amount of not less than $218,411,857.26 on account of First-Out New Money Term Loans (as defined in the Super-Priority Credit Agreement, the "**First-Out New**

4 For the avoidance of doubt, any reference to ORC or to Prepetition Super-Priority Lenders (or any other defined term that references Prepetition Super-Priority Lenders) shall, unless expressly stated otherwise, include ORC solely in its capacity as a Prepetition Super-Priority Lender.

5 Pursuant to the Super-Priority Credit Documents and the Super-Priority Security Documents, the Prepetition First Out Liens, Prepetition Second Out Liens, Prepetition Third Out Liens, Prepetition Fourth Out Liens, and the Prepetition Fifth Out Liens (each as defined herein) constitute one lien in the "Collateral" (as defined in the Super-Priority Security Documents, and together with any other property of any of Debtors granted or pledged pursuant to any of the Super-Priority Security Documents or otherwise to secure the Prepetition Super-Priority Indebtedness (as defined herein) the "**Prepetition Collateral**").

Money Term Loans"), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents in respect of the First-Out New Money Loans (clauses (x) and (y), collectively, the "**Prepetition First Out Indebtedness**").

(ii) *Collateral Securing Prepetition First Out Indebtedness*. In connection with the Super-Priority Credit Agreement, certain of the Debtors entered into the Collateral Documents (as defined in the Super-Priority Credit Agreement and referred to herein as the "**Super-Priority Security Documents**"). Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition First Out Indebtedness is secured by a valid, binding, perfected, and enforceable first-priority security interest in and lien on (such security interest and lien, the "**Prepetition First Out Liens**") the Prepetition Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii) *Validity, Perfection, and Priority of Prepetition First Out Liens and Prepetition First Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition First Out Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (2) the Prepetition First Out Liens are a valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral, and the Prepetition First Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Second Out Parties, Prepetition Third Out Parties, Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties (each as defined below); (3) the Prepetition First Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition First Out Liens were granted for the benefit of the Prepetition First Out Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition First Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition First Out Liens or Prepetition First Out Indebtedness exist, and no portion of the Prepetition First Out Liens or Prepetition First Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition First Out Super-Priority Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Super-Priority Credit Documents, the Prepetition First Out Indebtedness, or the Prepetition First Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements (as defined herein) or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings (as defined in the RSA (as defined herein)).

(b) ***Prepetition Second Out Term Loans.***

(i) As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Second Out Term Loans (the "**Prepetition Second Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $381,193,571.32 on account of Second-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Second Out Indebtedness**").

(ii) *Collateral Securing Prepetition Second Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Second Out Indebtedness is secured by a valid, binding, perfected, and enforceable second-priority security interest in and lien on (such security interest and lien, the "**Prepetition Second Out Lien**") the Prepetition Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii) *Validity, Perfection, and Priority of Prepetition Second Out Liens and Prepetition Second Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Second Out Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (2) the Prepetition Second Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Second Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Third Out Parties, Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Second Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Second Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Second Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Second Out Liens or Prepetition Second Out Indebtedness exist, and no portion of the Prepetition Second Out Liens or Prepetition Second Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Super-Priority Credit Documents, the Prepetition Second Out Indebtedness, or the Prepetition Second Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(c) ***Prepetition Third Out Term Loans.***

(i) As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Third Out Term Loans (the "**Prepetition Third Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $72,826,885.56 on account of Third-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Third Out Indebtedness**").

(ii) *Collateral Securing Prepetition Third Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Third Out Indebtedness is secured by a valid, binding, perfected, and enforceable third-priority security interest in and lien on (such security interest and lien, the "**Prepetition Third Out Lien**") the Prepetition Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii) *Validity, Perfection, and Priority of Prepetition Third Out Liens and Prepetition Third Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Third Out Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (2) the Prepetition Third Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Third Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Fourth Out Parties, Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Third Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Third Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Third Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Third Out Liens or Prepetition Third Out Indebtedness exist, and no portion of the Prepetition Third Out Liens or Prepetition Third Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Super-Priority Credit Documents, the Prepetition Third Out Indebtedness, or the Prepetition Third Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-

Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(d) ***Prepetition Fourth Out Term Loans.***

(i) As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Fourth Out Term Loans (the "**Prepetition Fourth Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $22,824,860.67 on account of Fourth-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Fourth Out Indebtedness**").

(ii) *Collateral Securing Prepetition Fourth Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Fourth Out Indebtedness is secured by a valid, binding, perfected, and enforceable fourth-priority security interest in and lien on (such security interests and liens, the "**Prepetition Fourth Out Liens**") the Prepetition Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii) *Validity, Perfection, and Priority of Prepetition Fourth Out Liens and Prepetition Fourth Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Fourth Out Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (2) the Prepetition Fourth Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Fourth Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Fifth Out Parties, Prepetition Sixth Out Parties, and Prepetition Seventh Out Parties; (3) the Prepetition Fourth Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Fourth Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby;

(5) the Prepetition Fourth Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Fourth Out Liens or Prepetition Fourth Out Indebtedness exist, and no portion of the Prepetition Fourth Out Liens or Prepetition Fourth Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Super-Priority Credit Documents, the Prepetition Fourth Out Indebtedness,

or the Prepetition Fourth Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

(e) ***Prepetition Fifth Out Term Loans.***

(i) As of the Petition Date, the Prepetition Super-Priority Loan Parties were jointly and severally indebted to the Prepetition Super-Priority Secured Parties holding Prepetition Fifth Out Term Loans (the "**Prepetition Fifth Out Parties**") pursuant to the Super-Priority Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $29,184,931.84 on account of Fifth-Out Term Loans (as defined in the Super-Priority Credit Agreement), *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Super-Priority Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Fifth**

Out Indebtedness" and, together with the Prepetition First Out Indebtedness, the Prepetition Second Out Indebtedness, the Prepetition Third Out Indebtedness, the Prepetition Fourth Out Indebtedness, the "**Prepetition Super-Priority Indebtedness**").

(ii) *Collateral Securing Prepetition Fifth Out Indebtedness*. Pursuant to the Super-Priority Security Documents and the other Super-Priority Credit Documents, the Prepetition Fifth Out Indebtedness is secured by a valid, binding, perfected, and enforceable fifth-priority security interest in and lien on (such security interests and liens, the "**Prepetition Fifth Out Liens**" and, together with the Prepetition First Out Liens, the Prepetition Second Out Liens, the Prepetition Third Out Liens, the Prepetition Fourth Out Liens, the "**Prepetition Super-Priority Liens**") the Prepetition Collateral consisting of substantially all of the assets of each Prepetition Super-Priority Loan Party.

(iii) *Validity, Perfection, and Priority of Prepetition Fifth Out Liens and Prepetition Fifth Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Fifth Out Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (2) the Prepetition Fifth Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Fifth Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Sixth Out Parties and

Prepetition Seventh Out Parties; (3) the Prepetition Fifth Out Liens are subject and subordinate only to the Permitted Prior Liens; (4) the Prepetition Fifth Out Liens were granted for the benefit of the Prepetition Super-Priority Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Fifth Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Fifth Out Liens or Prepetition Fifth Out Indebtedness exist, and no portion of the Prepetition Fifth Out Liens or Prepetition Fifth Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Super-Priority Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Super-Priority Credit Documents, the Prepetition Fifth Out Indebtedness, or the Prepetition Fifth Out Liens. Notwithstanding anything to the contrary herein, nothing herein precludes, prohibits, or waives the rights of the Debtors to seek to enforce the Super-Priority Credit Documents or the Intercreditor Agreements or seek relief confirming the validity and effectiveness of the Super-Priority Credit Documents or the Intercreditor Agreements including, but not limited to, the Adversary Proceedings.

2. ***Sixth Out Facility.***

(a) *Sixth Out Loans*. Holdings, the Borrower, certain of the other Debtors as borrowers and guarantors, Delaware Trust, as administrative and collateral agent (in such capacities and including any successors thereto, the "**Sixth Out Administrative Agent**"), and the lenders from time to time party thereto (such lenders, the "**Prepetition Sixth Out Lenders**" and, together with the Sixth Out Administrative Agent and each of the other Secured Parties (as defined in the Sixth Out Credit Agreement), the "**Prepetition Sixth Out Parties**") are parties to that certain First Lien Credit Agreement, dated as of February 28, 2018 (as may be further amended, restated, or otherwise modified from time to time, the "**Sixth Out Credit Agreement**" and, together with all other documentation executed in connection therewith, including without limitation, the Collateral

Documents, and all other Loan Documents (each as defined in the Sixth Out Credit Agreement) executed in connection therewith, the "**Sixth Out Credit Documents**"). As used herein, the "**Prepetition Sixth Out Loan Parties**" shall mean, collectively, Holdings, the Borrower, the Subsidiary Guarantors (as defined in the Sixth Out Credit Agreement), and any other Guarantor (as defined in the Sixth Out Credit Agreement).[6]

3. ***Seventh Out Facility.***

(a) *Seventh Out Loans*. Holdings, the Borrower, certain of the other Debtors as borrowers and guarantors, Delaware Trust, as administrative and collateral agent (in such capacities and including any successors thereto, the "**Seventh Out Administrative Agent**"), and the lenders from time to time party thereto (such lenders, the "**Prepetition Seventh Out Lenders**" and, together with the Seventh Out Administrative Agent and each of the other Secured Parties (as defined in the Seventh Out Credit Agreement), the "**Prepetition Seventh Out Parties**") are parties to that certain Second Lien Credit Agreement, dated as of February 28, 2018 (as may be further amended, restated, or otherwise modified from time to time, the "**Seventh Out Credit Agreement**" and, together with all other documentation executed in connection therewith, including without limitation, the Collateral Documents, and all other Loan Documents (each as defined in the Seventh Out Credit Agreement) executed in connection therewith, the "**Seventh Out Credit Documents**"). As used herein, the "**Prepetition Seventh Out Loan Parties**" shall mean, collectively, Holdings, the Borrower, the Subsidiary Guarantors (as defined in the Seventh

6 For the avoidance of doubt and pursuant to the Sixth Out Credit Documents, the Prepetition Sixth Out Term Loans are secured by one lien in the Prepetition Collateral.

Out Credit Agreement), and any other Guarantor (as defined in the Seventh Out Credit Agreement).[7]

4. *Supplier Financing Facility*. Robertshaw Controls Company and Deutsche Bank AG New York Branch (the "**Prepetition Supplier Financing Provider**") are parties to that certain Supplier Financing Agreement, dated as of October 12, 2018 (as may be amended, restated, or otherwise modified from time to time, the "**Supplier Financing Agreement**" and, together with all other documentation executed in connection therewith, the "**Supplier Financing Documents**"), pursuant to which Robertshaw Controls Company agrees to sell to the supplier financing provider accounts receivable owing to it by certain customers.

5. *FGI Mexican Promissory Note*. Robertshaw Controls Company entered into that certain Promissory Note (as amended, restated, supplemented, or otherwise modified from time to time, the "**Prepetition FGI Mexican Promissory Note**") in favor of FGI Equipment Finance LLC ("**FGI**" or "**Equipment Financing Provider**" and, together with the Prepetition Super-Priority Lenders, the Prepetition Sixth Out Lenders, the Prepetition Seventh Out Lenders and the Supplier Financing Provider, collectively, the "**Prepetition Lenders**"). Pursuant to the Prepetition FGI Mexican Promissory Note, Robertshaw Controls Company borrowed, and non-debtor affiliate Controles Latinoamericanos, S de RL de C.V. ("**Controles LA**") guaranteed, $16 million to be repaid to FGI in equal monthly installments through December 1, 2028. The Prepetition FGI Mexican Promissory Note is secured by first-priority liens on certain manufacturing equipment, owned by Robertshaw Controls Company, at the Company's manufacturing facility in Matamoros, Mexico (the "**Prepetition Mexican Equipment Liens**"), as

[7] For the avoidance of doubt and pursuant to the Seventh Out Credit Documents, the Prepetition Seventh Out Term Loans are secured by one lien in the Prepetition Collateral.

well as a mortgage lien on the real property owned by Controles LA. As of the Petition Date, the aggregate outstanding principal under the Prepetition FGI Mexican Promissory Note was $13.2 million.

6. *Cash Collateral*. All of the Debtors' cash constitutes cash collateral of the Prepetition Super-Priority Secured Parties within the meaning of Bankruptcy Code section 363(a) (the "**Cash Collateral**"), including amounts generated by the collection of Prepetition Collateral, including but not limited to accounts receivable and inventory, all other cash proceeds of the Prepetition Collateral and amounts now or hereafter held in any of the Debtors' banking, checking, or other deposit accounts as of the Petition Date or amounts deposited or transferred into the Debtors' banking, checking, or deposit accounts after the Petition Date, and subject in all respects to the priorities set out in the Intercreditor Agreements.

7. *Bank Accounts*. The Debtors acknowledge and agree that, as of the Petition Date, none of the Debtors have either opened or maintain any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system.

8. *Intercreditor Agreements*.

(a) *Super-Priority Intercreditor Agreement*. Holdings, the Borrower, and Delaware Trust are party to that certain Super-Priority Intercreditor Agreement, dated as of May 9, 2023 (as amended, restated, or otherwise modified from time to time, the "**Super-Priority Intercreditor Agreement**"), which governs, among other things, the rights, interests, obligations, priority, and positions of the Prepetition Super-Priority Secured Parties, the Prepetition Sixth Out Parties, and the Prepetition Seventh Out Parties.

(b) *First and Second Lien Intercreditor Agreement.* Holdings, the Borrower, and Delaware Trust are party to that certain Second Lien Intercreditor Agreement, dated as of February 28, 2018 (as amended, restated, or otherwise modified from time to time, including by the Representative Supplement No. 1, dated as of May 9, 2023, the "**First and Second Lien Intercreditor Agreement**" and, together with the Super-Priority Intercreditor Agreement, the "**Intercreditor Agreements**"). The First and Second Lien Intercreditor Agreement governs, among other things, the respective rights, interests, obligations, priority, and positions of the Prepetition Sixth Out Parties and Prepetition Seventh Out Parties with respect to the Prepetition Collateral.

(c) Each of the Prepetition Super-Priority Loan Parties, Prepetition Sixth Out Loan Parties, and the Prepetition Seventh Out Loan Parties are parties to or otherwise acknowledged and agreed to, and are bound by, the Intercreditor Agreements. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements, and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents, any of the Secured Credit Documents, or any of the Security Documents (each as defined in the Intercreditor Agreements) shall (i) remain in full force and effect; (ii) continue to govern the relative obligations, priorities, rights and remedies of (x) the Prepetition Super-Priority Secured Parties, the Prepetition Sixth Out Parties, and the Prepetition Seventh Out Parties in the case of the Super-Priority Intercreditor Agreement, and (y) the Prepetition Sixth Out Parties and Prepetition Seventh Out Parties in the case of the First and Second Lien Intercreditor Agreement; and (iii) not be deemed to be amended, altered or modified by the terms of this Final Order unless expressly set forth herein or therein.

F. ***Findings Regarding the DIP Facility and Use of Cash Collateral***.

(a) The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral (solely to the extent consistent with the Approved Budget, subject to any Permitted Variance set forth herein and in the DIP Credit Agreement) to, among other things: (i) permit the orderly continuation of their businesses; (ii) pay certain Adequate Protection Payments; and (iii) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors and certain subsidiaries thereof. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors' going concern value and successful consummation of a chapter 11 plan. The Debtors will not have sufficient sources of working capital and financing to operate their businesses in the ordinary course of business throughout the Cases without access to the DIP Facility and authorized use of Cash Collateral.

(b) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Documents without the Debtors granting to the DIP Secured Parties the DIP Liens (as defined below) and the DIP Superpriority Claims (as defined below) under the terms and conditions set forth in this Final Order and the DIP Documents.

(c) The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and all other obligations under the DIP Documents (collectively, the "**DIP Obligations**") shall be deemed to have been extended by the DIP Secured Parties in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, Adequate Protection Superpriority Claims, and Adequate Protection Payments (each as defined herein) shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Final Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, and any liens or claims granted to, or payments made to, or payments made to, the DIP Agent, the DIP Lenders, and/or the Prepetition First Out Super-Priority Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

G. ***Adequate Protection***. Pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, the Prepetition First Out Super-Priority Secured Parties are entitled to adequate protection of their respective interests in the Prepetition Collateral as set forth herein and in the Cash Collateral Order, including in the Cash Collateral, to the extent of any diminution in value of their respective interests in the Prepetition Collateral as a result of any reason for which adequate protection may be granted under the Bankruptcy Code ("**Diminution in Value**"). The foregoing shall not, nor shall any provision of this Final Order be construed as, a determination or finding that there has been or will be any Diminution in Value of the Prepetition Collateral (including Cash Collateral) and the rights of all parties as to such issues are hereby preserved.

H. ***Notice***. The Final Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

I. ***Consent.***

(a) The Consenting Lenders (as defined in the RSA) collectively hold more than 50% of the sum of the Prepetition First Out Term Loans and Prepetition Second Out Term Loans and constitute "Required Lenders" as defined in the Prepetition Super-Priority Credit Agreement; provided, however, that, other than with respect to the relief granted in this Final Order, all of which shall be final immediately upon entry of this Final Order and not impacted by any subsequent order, nothing in this Final Order shall prejudice any party in interest, including any party to the adversary proceedings captioned *Robertshaw US Holding Corp., et al. v. Invesco Senior Secured Management Inc., et al.*, Adversary Proc. No. 24-03024 (CML) and *Robertshaw US Holding Corp., et al. v. Guardian Life Insurance Company of America, et al.*, Adversary Proc. No. 24-03025 (CML), from any arguments, rights, or remedies in connection with those adversary proceedings and all such rights are reserved to the fullest extent permitted by law, including, but not limited to, in connection with whether the members of the Ad Hoc Group and ORC are Required Lenders under the Super-Priority Credit Documents.

(b) The Consenting Lenders, as "Required Lenders" under the Prepetition Super-Priority Credit Agreement, have consented to, conditioned upon the entry of this Final Order, the Debtors' incurrence of the DIP Facility, and proposed use of Cash Collateral on the terms and conditions set forth in this Final Order, including, without limitation, the terms of the adequate protection provided for in this Final Order.

(c) This Final Order shall supersede any order by any other court of competent jurisdiction which would prohibit any consent or action of the Consenting Lenders hereunder.

(d) The Prepetition Super-Priority Secured Parties (other than the Consenting Lenders) and the Prepetition Lenders have consented to or are deemed to consent under the applicable Prepetition Documents and Intercreditor Agreements to the incurrence of the DIP Facility and the Debtors' use of Cash Collateral, subject to the terms and conditions provided for in this Final Order.

J. ***Relief Essential; Best Interest***. The Debtors have requested entry of this Final Order pursuant to Bankruptcy Rule 4001(b)(2). The relief requested in the Motion (and as provided in this Final Order) is necessary, essential and appropriate for the continued operation of the Debtors' businesses, the administration of these Cases, and the management and preservation of the Debtors' assets and the property of their estates. It is in the best interest of the Debtors' estates that the Debtors be allowed to use the Cash Collateral under the terms hereof. The Debtors have demonstrated good and sufficient cause for the relief granted herein.

K. ***Arm's Length, Good Faith Negotiations***. The terms of this Final Order were negotiated in good faith and at arm's length between the Debtors and the Prepetition Super-Priority Secured Parties. The Prepetition Super-Priority Secured Parties have acted in good faith and without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the use of the Debtors' incurrence of the DIP Facility and the Debtors' use of Cash Collateral, including in respect of all of the terms of this Final Order, including, without limitation, the granting of the Adequate Protection Liens (as defined below) and all documents related to and all transactions contemplated by the foregoing.

Now, therefore, upon the record of the proceedings heretofore held before this Court with respect to the Motion, the evidence adduced to the Court, and the statements of counsel thereat, and based upon the foregoing findings and conclusions,

IT IS HEREBY ORDERED THAT:

1. ***DIP Financing Approved***. The Motion is granted on a final basis as set forth herein, and the incurrence of the DIP Financing and the use of Cash Collateral on a final basis is authorized, subject to the terms of this Final Order. The Consenting Lenders constitute "Required Lenders" as defined in the Prepetition Super-Priority Credit Agreement and have consented to, conditioned upon the entry of this Final Order, the Debtors' incurrence of the DIP Facility and proposed use of Cash Collateral on the terms and conditions set forth in this Final Order, including, without limitation, the terms of the adequate protection provided for in this Final Order.

2. ***Objections Overruled***. Any objections, reservations of rights, or other statements with respect to entry of this Final Order, to the extent not withdrawn or resolved, are overruled on the merits. This Final Order shall become effective immediately upon its entry.

3. ***Authorization of the DIP Facility and the DIP Documents***.

(a) The DIP Borrowers are hereby immediately authorized and empowered to enter into, and execute and deliver, the DIP Documents, including the DIP Credit Agreement, and such additional documents, instruments, certificates and agreements as may be reasonably required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Final Order and the DIP Documents. To the extent not entered into as of the date hereof, the

Debtors and the DIP Secured Parties shall negotiate the DIP Documents in good faith, and in all respects such DIP Documents shall be, subject to the terms of this Final Order, consistent with the terms of the DIP Credit Agreement and otherwise reasonably acceptable to the DIP Agent (acting at the direction of the required lenders under and pursuant to the DIP Credit Agreement (the "**Required DIP Lenders**")) and the Required DIP Lenders. Upon entry of this Final Order, this Final Order and the other executed DIP Documents shall govern and control the DIP Facility. The DIP Agent is hereby authorized to execute and enter into its respective obligations under the DIP Documents, subject to the terms and conditions set forth therein and this Final Order. Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms and conditions of the DIP Documents and this Final Order, the terms and conditions of this Final Order shall govern and control.

(b) Upon entry of this Final Order, the DIP Borrowers are hereby authorized to borrow up to an aggregate principal amount of $56,000,000 in DIP Loans, subject to the terms and conditions of the DIP Credit Agreement.

(c) In accordance with the terms of this Final Order and the DIP Documents, proceeds of the DIP Loans shall be used solely for the purposes permitted under the DIP Documents and this Final Order, and in accordance with the Approved Budget (as defined below), subject to any Permitted Variance as set forth in this Final Order and the DIP Documents.

(d) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted solely to the extent necessary to perform all acts and to make, execute, and deliver all instruments and documents (including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby, or the DIP Credit Agreement), and to pay all fees (including all amounts owed to the DIP Lenders and the DIP Agent under the DIP Documents, and the Prepetition Super-Priority Administrative Agent under the Super-Priority Credit Documents) as provided for in the DIP Documents and this Final Order that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility, including, without limitation:

(i) the execution, delivery, and performance of the DIP Documents, including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent required thereby;

(ii) the execution, delivery, and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Documents (in each case in accordance with the terms of the applicable DIP Documents and in such form as the Debtors, the DIP Agent, and the Required DIP Lenders may reasonably agree), it being understood that no further approval of the Court shall be required for amendments, waivers, consents, or other modifications to and under the DIP Documents or the DIP Obligations that are not material;

(iii) the non-refundable payment to each of and/or on behalf of the DIP Secured Parties, as applicable, of the fees referred to in the DIP Documents, including (x) all fees and other amounts owed to the DIP Agent and the DIP Lenders as provided for in the DIP Documents and this Final Order and (y) all reasonable and documented costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented fees and expenses of counsel and other professionals retained as provided for in the DIP Documents and this Final Order (whether incurred before or after the Petition Date, including, for the avoidance of doubt, (a) Houlihan Lokey, as financial advisor, Gibson, Dunn & Crutcher LLP, as primary counsel, O'Melveny & Myers LLP, as litigation counsel, and Munsch Hardt Kopf & Harr P.C., as local counsel, and any other foreign counsel and other professionals necessary to represent the interests of the DIP Lenders and the ad hoc group of the Prepetition First Out Lenders (the "**DIP/First Out Group**") in connection with the Cases (collectively, the "**DIP/First Out Advisors**"); (b) ArentFox Schiff LLP, as counsel to the DIP Agent and the Prepetition Super-Priority Administrative Agent (the "**DIP/Prepetition Agent Advisors**"); and, to the extent necessary to exercise its rights and fulfill its obligations under the DIP Documents, one counsel to the DIP Agent in each local jurisdiction, which such fees and expenses shall not be subject to the approval of the Court, nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court, provided that any fees and expenses of a professional shall be subject to the provisions of paragraph 40 of this Final Order; and

(iv) the performance of all other acts required under or in connection with the DIP Documents.

(e) Such DIP Documents, the DIP Obligations, and the DIP Liens shall constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against each Debtor in accordance with their respective terms and the terms of this Final Order for all purposes during the Cases, any subsequently converted Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Documents, or this Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All payments or proceeds remitted (i) to or on behalf of the DIP Agent on behalf of any DIP Secured Parties, or (ii) to or on behalf of the Prepetition First Out Super-Priority Secured Parties, in each case, pursuant to the DIP Documents, the provisions of this Final Order, or any subsequent order of this Court shall be received free and clear of any claim, charge, assessment, or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) or the "equities of the case" exception of section 552(b) of the Bankruptcy Code.

4. ***Budget and Variance Reporting.***

(a) *Approved Budget; Budget Period.* As used in this Final Order: (i) "**Approved Budget**" means the 13-week budget that has been delivered and approved by the Required DIP Lenders in their sole discretion in accordance with Section 5.19 of the DIP Credit Agreement (which approval may be communicated via an email from either one of the DIP/First Out Advisors), as such Approved Budget may be modified from time to time by the Debtors solely with the prior written consent of the Required DIP Lenders (which approval may be communicated via an email from either one of the DIP/First Out Advisors), in their sole discretion as set forth in this paragraph and this Final Order; and (ii) "**Budget Period**" means the initial four-week (4-week) period set forth in the Approved Budget, and each rolling four-week period thereafter.

(b) *Budget Testing*. The Debtors may use Cash Collateral and the proceeds of the DIP Facility strictly in accordance with the Approved Budget, subject only to Permitted Variances (as defined below). Beginning with the first full week after the Petition Date, Permitted Variances shall be reported by no later than the Thursday following each Friday (each such reporting date, a "**Testing Date**"). On or before 5:00 p.m. (prevailing Central time) on each Testing Date, the Debtors shall prepare and deliver, to the Prepetition Super-Priority Administrative Agent, the Required DIP Lenders, the DIP/First Out Advisors, the DIP/Prepetition Agent Advisors, and the Committee Professionals (as defined herein) on a "professional eyes only" basis, in form and substance reasonably satisfactory to the Required DIP Lenders, a variance report (the "**Variance Report**") setting forth: (i) the Debtors' actual disbursements (the "**Actual Disbursements**") on an aggregate basis during the week preceding the applicable Testing Date; (ii) the Debtors' actual cash receipts (the "**Actual Cash Receipts**") excluding, for the avoidance of doubt, any intercompany transactions, on an aggregate basis during the week preceding the applicable Testing Date; (iii) the (x) amounts set forth in the Approved Budget under "Professional Fees," (y) amounts set forth in the Approved Budget under "Debt Service," in each case, ending on the applicable Reporting Date, and (z) amounts set forth in the Approved Budget under "First Day Motion Payments"; (iv) a comparison (whether positive or negative, in dollars and expressed as a percentage) for the prior week of the Actual Cash Receipts and the Actual Disbursements for such prior week to the amount of the Debtors' projected cash receipts set forth in the Approved Budget for such prior week and the Debtors' projected disbursements, respectively, set forth in the Approved Budget for such prior week; (v) a cumulative comparison (whether positive or negative, in dollars and expressed as a percentage) covering the four weeks preceding the applicable Testing Date (the "**Testing Period**") setting forth the Actual Cash Receipts and the Actual Disbursements for the Testing Period and a comparison thereof to the amount of the Debtors' projected cash receipts and the Debtors' projected disbursements, respectively, set forth in the Approved Budget for such period; and (vi) as to each variance contained the Variance Report, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any variance.[8]

(c) *Permitted Variances and Minimum Liquidity Amount*. The Debtors shall not permit: (i) during any Testing Period, the Prepetition Super-Priority Loan Parties' Actual Disbursements to be more than 115% of the projected disbursements in the aggregate as set forth in the applicable portion of the Approved Budget over such period; (ii) during any Testing Period, the Prepetition Super-Priority Loan Parties' Actual Cash Receipts to be less than 85% of the projected receipts in the aggregate as set forth in the applicable portion of the Approved Budget over such period (such deviations from the applicable projected amounts set forth in the Approved Budget satisfying both (i) and (ii), the "**Permitted Variances**"), *provided* that, the cash disbursements considered for determining compliance with this covenant shall exclude the Debtors' disbursements in respect of (y) the restructuring professional fees (including, without limitation, fees and expenses of the advisors to the Debtors, the Committee, the DIP/First Out Advisors, and the DIP/Prepetition Agent Advisors), and (z) U.S. Trustee's fees; and (iii) the Debtors' unrestricted cash and cash equivalents ("**Liquidity**") to be less than $5,000,000 at the end of any week (such amount, the "**Minimum Liquidity Amount**") .

[8] Notwithstanding anything to the contrary set forth in this Final Order, Variance Reports and Proposed Budgets (as defined herein) shall not be delivered to (and may not be shared with) the Prepetition Super-Priority Loan Parties except to the extent they are bound by obligations of confidentiality pursuant to a separate confidentiality agreement entered into with the Debtors.

(d) *Proposed Budget Reporting*. By no later than 5:00 p.m. (prevailing Central Time) on the fifth (5th) business day before the end of each Budget Period, the Debtors shall deliver to the DIP/First Out Group and to the Committee Professionals on a "professional eyes only" basis, a rolling 13-week cash flow forecast of the Debtors in the form of the budget agreed to by DIP/First Out Group (each, a "**Proposed Budget**"). The DIP/First Out Group shall be deemed to have approved of any such Proposed Budget unless the DIP/First Out Group shall have objected thereto in writing (with email to the Debtors' counsel being sufficient) to the Debtors within five (5) business days after receipt thereof. In the event that the DIP/First Out Group objects to the most recently delivered Proposed Budget, the prior Approved Budget shall remain in full force and effect. The Debtors may, upon five (5) business days written notice to the DIP/First Out Group (with email to the DIP/First Out Group's counsel being sufficient), request an immediate hearing with the Court to seek Court approval of the Proposed Budget to be deemed an Approved Budget for purposes of this Final Order. When required under the terms of this Final Order, the objection or approval of the DIP/First Out Group shall mean the consent of the Required Consenting Lenders (as defined in the RSA),[9] and such consent or approval may be communicated via email to the Debtor or its professionals by the DIP/First Out Group Advisors.

(e) *Miscellaneous*. For the avoidance of doubt, except as otherwise set forth in the Approved Budget, Cash Collateral or the proceeds of the DIP Facility may not be used (i) by any non-Debtor entity or (ii) to pay any fees, costs, expenses and/or any other amounts of any non-Debtor entity.

[9] The "**RSA**" means that certain Restructuring Support Agreement dated as of February 14, 2024 by and among the Debtors, the Sponsor (as defined therein), and the consenting lenders party thereto.

5. ***Access to Records***. The Debtors shall provide the DIP/First Out Advisors and DIP/Prepetition Agent Advisors with all reporting and other information required to be provided to the DIP Agent under the DIP Documents and that are granted to the Prepetition First Out Super-Priority Secured Parties in paragraph 8(f). The Debtors shall provide the Committee Professionals on a "professional eyes only" basis with all reporting and other information that are granted to the Prepetition First Out Super-Priority Secured Parties in clauses (ii) through (vi) of paragraph 8(f).

6. ***DIP Superpriority Claims***. Subject only to the Carve Out, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtors' estates (the "**DIP Superpriority Claims**") (without the need to file any proof of claim) to the extent set forth in the Bankruptcy Code, with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims 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 administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, which allowed claims shall for the purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and which shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including, without limitation, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of the Bankruptcy Code, if any (the "**Avoidance Actions**") other than (x) any such proceeds from

Avoidance Actions against ORC or the DIP/First Out Group (or any member thereof) arising out of actual or constructive fraud, willful misconduct, lender liability or other intentional wrongful acts by ORC or the DIP/First Out Group (or any member thereof), in each case, in any capacity or (y) any such proceeds from Avoidance Actions relating to the May 2023 Transactions (as defined the Hewitt Declaration) or the December 2023 Transactions (as defined in the Hewitt Declaration), other than, as to this clause (y), any such proceeds from Avoidance Actions that directly harmed ORC or the DIP/First Out Group (clauses (x) and (y), the "**Excluded Proceeds**"); *provided* that the DIP Lenders shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions before seeking recovery from proceeds of Avoidance Actions (other than Excluded Proceeds) with respect to such DIP Superpriority Claims. Except as set forth in this Final Order, no other superpriority claims shall be granted or allowed in these Cases.

7. ***DIP Liens***. As security for the DIP Obligations, effective and perfected upon the date of this Final Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Agent or any DIP Lender of, or over, any DIP Collateral, the following security interests and liens are hereby granted by the Debtors to the DIP Agent, for the benefit of the DIP Secured Parties (all property identified in paragraphs 7(a), 7(b), and 7(c) below being collectively referred to as the "**DIP Collateral**"), subject only to (x) Permitted Prior Liens, (y) the Excluded Property definition (as defined in the DIP Credit Documents), and (z) the Carve Out (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Lenders, pursuant to this Final Order and the DIP Documents, the "**DIP Liens**").

(a) ***First Priority Lien On Any Unencumbered Property***. Subject only to the Carve Out, pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically, and properly perfected first priority senior security interest in and lien upon all property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code) including, without limitation (in each case, to the extent not subject to valid, perfected, and non-avoidable liens), a 100% equity pledge of all first-tier foreign subsidiaries and all unencumbered assets of the Debtors; all prepetition property and post-petition property of the Debtors' estates, and the proceeds, products, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise, including, without limitation, unencumbered cash (and any investment of such cash) of the Debtors (whether maintained with the DIP Agent or otherwise); all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on, or after the Petition Date); all insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements of the Debtors; all owned real estate, real property leaseholds and fixtures of the Debtors; patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property of the Debtors; all commercial tort claims of the Debtors; and all claims and causes of action (including causes of action arising under section 549 of the Bankruptcy Code, claims arising on account of transfers of value from a Debtor to (x) another Debtor and (y) a non-Debtor affiliate incurred on or following the Petition Date), and any and all proceeds, products, rents, and profits of the foregoing, all products and proceeds of the foregoing and all proceeds and property recovered in respect of Avoidance Actions other than Excluded Proceeds (collectively, the "**Previously Unencumbered Property**"); *provided*, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Final Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing; *provided*, *further*, that the DIP Lenders shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than from proceeds of Avoidance Actions before seeking recovery from proceeds of Avoidance Actions (other than Excluded Proceeds) with respect to such DIP Liens.

(b) ***Liens Priming the Prepetition Super-Priority Liens***. Subject only to the Carve Out and Permitted Prior Liens, pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected first priority senior priming security interest in and lien upon all property of the Debtors that was subject to the Prepetition Super-Priority Liens, including, without limitation, the Prepetition Collateral and Cash Collateral; *provided*, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Final Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

(c) ***Liens Junior to Certain Other Liens***. Subject only to the Carve Out, pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all prepetition and post-petition property of the Debtors immediately junior to the Permitted Prior Liens.

(d) Notwithstanding anything contained herein to the contrary, the DIP Collateral shall exclude the Carve Out Reserves (as defined herein), all Avoidance Actions, and all Excluded Proceeds but shall include any and all proceeds of, and all other property that is recovered or becomes unencumbered as a result of (whether by judgment, settlement, or otherwise), any Avoidance Action other than Excluded Proceeds.

8. ***Adequate Protection for the Prepetition First Out Super-Priority Secured Parties.***

(a) Subject only to the Carve Out and the terms of this Final Order, pursuant to sections 361, 362, and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of the interests of the Prepetition First Out Super-Priority Secured Parties in the Prepetition Collateral (including Cash Collateral), in each case for the Diminution in Value of such interests, resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the use of Cash Collateral, the use, sale or lease of any of the Prepetition Collateral, the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, and/or for any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the other Prepetition First Out Super-Priority Secured Parties, is hereby granted the following:

(b) *Adequate Protection Liens*. Pursuant to Bankruptcy Code sections 361(2) and 363(c)(2), and subject in all cases to the Carve Out, effective as of the Petition Date and in each case perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or by possession or control, the Debtors are authorized to grant, and hereby deemed to have granted, to the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the Prepetition First Out Super-Priority Secured Parties, valid, binding, continuing, enforceable, fully-perfected, nonavoidable, first-priority senior (except as otherwise provided in this paragraph below with respect to the DIP Liens, the Permitted Prior Liens and the Carve Out), additional and replacement security interests in and liens on (all such liens and security interests, the "**Adequate Protection Liens**") all Prepetition Collateral and all DIP Collateral, subject only to the DIP Liens, the Permitted Prior Liens and the Carve Out, in which case the Adequate Protection Liens shall be immediately junior in priority to such DIP Liens, Permitted Prior Liens and to the Carve Out; *provided*, that the Prepetition First Out Super-Priority Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions before seeking recovery from proceeds of Avoidance Actions (other than Excluded Proceeds) with respect to such Adequate Protection Liens.

(c) *Adequate Protection Superpriority Claims*. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, the Debtors are authorized to grant, and hereby deemed to have granted effective as of the Petition Date, to the Prepetition Super-Priority Administrative Agent, for the benefit of itself and the Prepetition First Out Super-Priority Secured Parties, allowed superpriority administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any Diminution in Value (the "**Adequate Protection Superpriority Claims**"), junior only to the Carve Out and the DIP Superpriority Claims; *provided*, that the Prepetition First Out Super-Priority Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions before seeking recovery from proceeds of Avoidance Actions (other than Excluded Proceeds) with respect to such Adequate

Protection Superpriority Claims. Subject to the Carve Out, the DIP Superpriority Claims and the Adequate Protection Superpriority Claims shall not be junior or pari passu to any claims and shall have priority over all administrative expense claims and other claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code.

(d) *Fees and Expenses*. As additional adequate protection, the Debtors shall, and are authorized and directed to, pay in full in cash and in immediately available funds: (i) within one (1) business day after the Debtors' receipt of invoices therefor, the professional fees, expenses and disbursements (including, but not limited to, the professional fees, expenses and disbursements of counsel and other third-party consultants and/or experts, including financial advisors) incurred prior to the Petition Date by (A) DIP/First Out Group represented by the DIP/First Out Advisors (including, without limitation, reasonable fees, expenses and disbursements incurred by Houlihan Lokey, as financial advisor, Gibson, Dunn & Crutcher LLP, as primary counsel, O'Melveny & Myers LLP, as litigation counsel, and Munsch Hardt Kopf & Harr P.C., as local counsel) and (B) the Prepetition Super-Priority Administrative Agent represented by the DIP/Prepetition Agent Advisors; and (ii) subject to paragraph 40, the reasonable fees and expenses incurred on and after the Petition Date by the DIP/First Out Advisors and by or on behalf of the Prepetition Super-Priority Administrative Agent (including, without limitation, professional fees, expenses and disbursements of the DIP/Prepetition Agent Advisors), which shall be submitted on a monthly basis and paid within five (5) business days of the Debtors' receipt of invoices therefor ((i) and (ii) collectively, the "**Adequate Protection Payments**"). Notwithstanding the foregoing, the

DIP/First Out Group may retain such other professionals as are reasonably necessary in connection with the Cases, on advance notice to and with the consent (not to be unreasonably withheld) of the Debtors (to the extent reimbursement from the Debtor is sought), and in such circumstance, such additional professionals shall be deemed to be DIP/First Out Advisors for purposes of this Final Order. For the avoidance of doubt, the payment of Adequate Protection Payments pursuant to paragraph 8 this of Final Order (i) shall be without prejudice to the rights of any of the Prepetition Super-Priority Secured Parties to assert such payments should be recharacterized or reallocated pursuant to a further order of the Court. None of the foregoing fees, expenses and disbursements shall be subject to separate approval by this Court or require compliance with the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments.

(e) *Miscellaneous.*

(i) Except for (x) the DIP Liens and the DIP Superpriority Claims (y) the Carve Out and (z) as otherwise provided in this paragraph 8, the Adequate Protection Liens and Adequate Protection Superpriority Claims granted to the Prepetition Super-Priority Secured Parties pursuant to this Final Order shall not be subject, junior, or *pari passu*, to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estate under the Bankruptcy Code, including, without limitation, pursuant to section 551 or otherwise, and shall not be subordinated to or made *pari passu* with any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 or otherwise.

(ii) The Adequate Protection Liens are deemed automatically perfected as of the Petition Date without the necessity of recording same and without further notice or order. The Prepetition Super-Priority Administrative Agent shall not be required to file any UCC financing statements or other instruments (or to take any other action) to perfect such Adequate Protection Liens.

(iii) The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified to the extent necessary to permit the Prepetition Super-Priority Administrative Agent to perform any act authorized or permitted under or by virtue of this Order including, without limitation, to take any act to create, validate, evidence, attach or perfect any of the Adequate Protection Liens and to receive any payments expressly authorized by this Order with respect to the Prepetition Super-Priority Indebtedness or adequate protection.

(f) *Reporting Requirements*. As additional adequate protection to the Prepetition First Out Super-Priority Secured Parties, the Prepetition Super-Priority Loan Parties shall comply with all reporting requirements set forth in the DIP Credit Agreement and shall provide, subject to any applicable limitations set forth below, to the (i) DIP/First Out Group; (ii) the DIP/First Out Advisors; (iii) ORC; and (iv) Debevoise & Plimpton LLP, as primary counsel, and Kelley Drye & Warren LLP, as local counsel to ORC (together, the "**ORC Advisors**"):

(i) weekly (or with such other frequency as may be agreed to between the Debtors and their advisors, on the one hand, and the DIP/First Out Group and ORC, on the other hand) 1-hour calls with the DIP/First Out Group (as to public information) and the DIP/First Out Advisors and the ORC Advisors (as to public and non-public information) with respect to (1) business updates; (2) the Debtors' discussions with any potential financing party or acquirer; (3) the status of any material litigation, litigation claims, and other claims; and (4) any other updates in form and scope reasonably agreed by the Debtors, on the one hand, and the DIP/First Out Group and ORC, on the other hand;

(ii) at the times specified in paragraph 4(b) hereof, the Variance Report required by paragraph 4(b) hereof;

(iii) a copy of each update to the Debtors' business plan as soon as reasonably practicable after it becomes available, together with a reconciliation to the prior business plan;

(iv) timely delivery of each Proposed Budget as set forth in this Final Order;

(v) notice of the occurrence of the Debtors' Liquidity falling below the Minimum Liquidity Amount at the end of any week and the amount of such Liquidity as of such time;

(vi) access for the DIP/First Out Advisors and the ORC Advisors to any data room established in connection with third-party diligence commenced in connection with any sale of one or more of the Debtors or its assets; and

(vii) as soon as reasonably practicable after written request from the DIP/First Out Advisors or the ORC Advisors, as applicable, reasonable access to, as relevant, any consultant, turnaround management, broker or financial advisory firm retained by any Debtor in any of the Cases, and if requested, copies of all retention agreements for each such consultant; provided, that, for the avoidance of doubt, nothing herein shall or shall be construed to create any obligation on (x) the Debtors or their advisors to furnish to or discuss with the DIP/First Out Group, the DIP/First Out Advisors, ORC, or the ORC Advisors any materials (whether prepared by the Debtors' financial or legal advisors or otherwise) or other information subject to any attorney-client or other client privilege or confidentiality obligations or (y) any of the Debtors advisors' to disclose any information or otherwise take or refrain from taking any action, absent an express contractual requirement to do so under their respective engagement agreements with the Debtors.

(g) *Other Covenants*. The Debtors shall maintain their cash management arrangements in a manner consistent with this Court's order(s) granting the Debtors' cash management motion. The Debtors shall not use, sell, or lease any assets with an aggregate fair market value in excess of $500,000 in any single transaction or series of related transactions outside the ordinary course of business, or seek authority of this Court to do any of the foregoing, without the prior written consent of the DIP/First Out Group (with email from the DIP/First Out Advisors to the Debtors' counsel being sufficient). The Debtors shall comply with the covenants contained in DIP Credit Agreement regarding conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of its business and the maintenance of properties and insurance.

(h) *Right to Seek Additional Adequate Protection*. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of any of the Prepetition First Out Super-Priority Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Subject to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition First Out Super-Priority Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Out Super-Priority Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Out Super-Priority Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

9. ***Carve Out.***

(a) *Priority of Carve Out*. Any lien granted pursuant to any Prepetition Document, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to the Carve Out.

(b) *Definition of Carve Out*. As used in this Final Order, the "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court (the "**Clerk's Fees**") and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code (the "**U.S. Trustee Fees**") plus interest at the statutory rate (without regard to the notice set forth in (ii) below); (ii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327 or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and the

Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "**Committee Professionals**" and, together with the Debtor Professionals, the "**Professional Persons**") and all reasonable and documented expenses up to $15,000 in the aggregate incurred by members of the Committee in connection with these Cases (not including the expenses of any separate or individual internal or external counsel of such Committee member) at any time before delivery by the DIP/First Out Group of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice, (the amounts set forth in clauses (i) through (ii), the "**Pre Carve Out Trigger Notice Cap**"); (iii) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $2,500,000 incurred on or after the first day following delivery by the DIP/First Out Group of the Carve Out Trigger Notice to the extent allowed by order of this Court at any time and all amounts required to be paid to Guggenheim Securities, LLC ("**Guggenheim Securities**") on account of any Transaction Fee under and as defined in that certain engagement letter dated as of October 10, 2022, as amended and restated as of February 2, 2024, and effective as of February 9, 2024, between Guggenheim Securities and the Debtors, before or after delivery of a Carve Out Trigger Notice, and payable under sections 328, 330, and/or 331 of the Bankruptcy Code, to the extent not yet paid or due as of the delivery of a Carve Out Trigger Notice and allowed by order of this Court at any time; and (iv) all reasonable fees and expenses up to $75,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (ii)) (the amounts set forth in clauses (iii) and (iv), the "**Post-Carve Out Trigger Notice Cap**"). For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by email (or other electronic means) by the DIP/First Out Group to the Debtors, their restructuring counsel (Latham & Watkins, LLP and Hunton Andrews Kurth LLP), the U.S. Trustee, and counsel to the

Committee (if any), which notice may be delivered only following the occurrence and during the continuation of a Termination Event (as defined below) stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) *Carve Out Reserve*. On a weekly basis, the Debtors shall fund from cash on hand into a segregated account (the "**Carve Out Reserves**") held in trust by Kroll Restructuring Administration LLC for the benefit of the Professional Persons and, solely for purposes of U.S. Trustee fees held therein, the U.S. Trustee, an amount equal to the estimated amounts included in the Approved Budget for (i) U.S. Trustee Fees; (ii) Clerk's Fees; and (iii) fees and expenses of Professional Persons (the "**Estimated Professional Fees**"). The Debtors shall use funds held in the Carve Out Reserve to pay U.S. Trustee Fees and Clerk's Fees as they become due and payable, and shall otherwise use funds held in the Carve Out Reserve exclusively to pay Allowed Professional Fees as they become allowed and payable pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any interim or final orders of this Court and any amounts paid from the Carve Out Reserves shall reduce the amount in the Carve Out Reserves on a dollar-for-dollar basis; *provided* that when all obligations included within the Carve Out Reserves have been paid in full (regardless of when such obligations are due and/or allowed by this Court), any funds remaining in the Carve Out Reserve shall revert to the Prepetition Super-Priority Administrative Agent for the benefit of the Prepetition Super-Priority Secured Parties. Funds transferred to the Carve Out Reserve shall be subject to the Adequate Protection Liens and Adequate Protection Superpriority Claims granted hereunder solely to the extent of such reversionary interest; *provided further* that, for the avoidance of doubt, such liens and claims shall be subject in all respects to the Carve Out.

(d) On the Termination Declaration Date (as defined below) the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund the Carve Out Reserve in an amount equal to: (i) any then-unpaid U.S. Trustee Fees and Allowed Professional Fees in excess of the Estimated Professional Fees; and (ii) the Post-Carve Out Trigger Notice Cap. Upon receipt by the Debtors of a Carve Out Trigger Notice, funds deposited and held in the Carve Out Reserve shall be used to pay any then unpaid U.S. Trustee Fees and Allowed Professional Fees prior to any and all other claims incurred for the period through and including the Termination Declaration Date. All funds in the Carve Out Reserve shall be used first to pay the obligations set forth in clauses (b)(i) through (b)(iii) of the definition of Carve Out set forth above, until paid in full, then to pay Allowed Professional Fees of Professional Persons incurred after the first day following delivery by the DIP/First Out Group of the Carve Out Trigger Notice up to the Post-Carve Out Trigger Notice Cap, and then to the DIP Agent and/or the Prepetition Super-Priority Agent in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition Documents, or this Final Order: (i) following delivery of a Carve Out Trigger Notice, the DIP Agent and the Prepetition Super-Priority Administrative Agent shall not sweep or foreclose on cash (including Cash Collateral and cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent and/or Prepetition Super-Priority Administrative Agent for application in accordance with the DIP Documents, Prepetition Documents, and the Intercreditor Agreements; (ii)(A) disbursements by the Debtors from the Carve Out Reserves shall not (x) constitute "Loans" (as defined in the Super-Priority Credit Agreement) or (y) increase or reduce the DIP Facility or the Prepetition Super-Priority Indebtedness, (B) failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, (C) in no way shall the Approved Budget, Proposed Budget, Carve Out, Pre-Carve Out Trigger Notice Cap, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees or U.S. Trustee fees or Clerk of the Court fees due and payable by the Debtors; and (iii) the Carve Out shall be senior to all liens and claims securing the DIP Facility, the Prepetition Super-Priority Indebtedness, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and any claims arising under section 507(b) of the Bankruptcy Code of any Prepetition Super-Priority Secured Parties, and any and all other forms of adequate protection, liens, or claims securing the Cash Collateral or the Prepetition Super-Priority Indebtedness.

(e) *No Direct Obligation To Pay Allowed Professional Fees*. Subject to the terms of the RSA, the DIP Secured Parties and the Prepetition Super-Priority Secured Parties reserve the right to object to the allowance of any fees and expenses, whether or not such fees and expenses were incurred in accordance with the Approved Budget. Except for permitting the funding of the Carve Out Reserves as provided herein, none of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person or any fees or expenses of the U.S. Trustee or Clerk of the Court incurred in connection with the Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the DIP Secured Parties or the Prepetition Super-Priority Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) *Payment of Carve Out On or After the Termination Declaration Date*. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis; *provided*, *however*, if the Debtor Professionals use their retainers to pay such Allowed Professional Fees, such payments shall not reduce the Carve Out. Any funding of the Carve Out shall be entitled to the protections granted under this Final Order, the Prepetition Documents, the Bankruptcy Code, and applicable law.

10. ***Reservation of Rights of the DIP Agent, DIP Lenders, and Prepetition Super-Priority Secured Parties***. Subject only to the Carve Out, notwithstanding any other provision in this Final Order or the DIP Documents to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition Super-Priority Secured Parties to seek any other or supplemental relief in respect of the Debtors including the right to seek additional adequate protection at and following the Final Hearing; *provided* that any such further or different adequate protection shall at all times be subordinate and junior to the Carve Out and the claims and liens of the DIP Secured Parties granted under this Final Order and the DIP Documents; (b) any of the rights of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties under the DIP Documents, the Super-Priority Credit Documents, any intercreditor agreement, or the Bankruptcy Code or under non-bankruptcy law (as applicable), including, without limitation, the right of any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases, (iii) seek to propose,

subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties. The delay in or failure of the DIP Secured Parties and/or the Prepetition Super-Priority Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Secured Parties' or the Prepetition Super-Priority Secured Parties' rights and remedies. For all adequate protection purposes throughout the Cases, each of the Prepetition Super-Priority Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Final Order.

11. ***Termination Declaration Date***. On the Termination Declaration Date (as defined below), consistent with Article VII of the DIP Credit Agreement, (a) all DIP Obligations shall be immediately due and payable, all Commitments will terminate, and the Carve Out Reserves shall be funded as set forth in this Final Order; (b) all authority to use Cash Collateral shall cease; *provided*, *however*, that during the Remedies Notice Period (as defined below), the Debtors may (i) continue to use Cash Collateral to make payments in respect of expenses reasonably necessary to keep the business of the Debtors operating in accordance with the Approved Budget; (ii) contest or cure any alleged occurrence of a Termination Declaration Date; and (iii) seek other relief as provided for in paragraph 14; and (c) the DIP Secured Parties shall be otherwise entitled to exercise rights and remedies under the DIP Documents in accordance with this Final Order.

12. ***Events of Default***. The occurrence of any of the following events, unless waived by the Required DIP Lenders in accordance with the terms of the DIP Documents, shall

constitute an event of default (collectively, the "**Events of Default**"): (a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order; (b) the failure of the Debtors to comply with any of the Required Milestones (as defined below); or (c) the occurrence of an "Event of Default" under the DIP Credit Agreement.

13. ***Milestones***. The Debtors' failure to comply with those certain case milestones set forth in Section 5.18 of the DIP Credit Agreement (collectively, the "**Required Milestones**") shall constitute an "Event of Default" in accordance with the terms of the DIP Credit Agreement.

14. ***Rights and Remedies Upon Event of Default***. Immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Final Order, subject to the Remedies Notice Period (defined below): (a) the DIP Agent (at the direction of the Required DIP Lenders) may declare (any such declaration shall be referred to herein as a "**Termination Declaration**") (i) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (ii) the termination, reduction or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Facility, (iii) termination of the DIP Facility and the DIP Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the Carve Out shall be triggered, through the delivery of the Carve Out Trigger Notice to the DIP Borrower; and (b) subject to paragraph 12, the DIP Agent (at the direction of the Required DIP Lenders) may declare a termination, reduction or restriction on the ability of the Debtors to use

Cash Collateral (the date on which a Termination Declaration is delivered, the "**Termination Declaration Date**"). The automatic stay in the Cases otherwise applicable to the DIP Agent, the DIP Lenders, and the Prepetition Super-Priority Secured Parties is hereby modified so that five (5) business days after the Termination Declaration Date, which period shall be automatically extended in connection with a Stay Relief Hearing (as defined and provided in clause (b) below) prior to the expiration of such period to enable the Court to rule thereon (the "**Remedies Notice Period**"): (a) the DIP Agent (at the direction of the Required DIP Lenders) shall be entitled to exercise its rights and remedies in accordance with the DIP Documents and this Final Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out; (b) subject to the foregoing clause (a), the applicable Prepetition Super-Priority Secured Parties shall be entitled to exercise their respective rights and remedies to the extent available in accordance with the applicable Prepetition Super-Priority Loan Documents and this Final Order with respect to the Debtors' use of Cash Collateral; *provided* that, until the expiration of the Remedies Notice Period, the Debtors may (a) continue to use Cash Collateral to make payments in respect of expenses reasonably necessary to keep the business of the Debtors operating in accordance with the Approved Budget; (b) contest or cure any alleged Termination Event; (c) pay professional fees and fund the Carve Out Reserve; and (d) seek other relief as provided for in this paragraph.

(a) If a Termination Declaration is delivered as provided above, the Debtors, the Committee, and the DIP/First Lien Group hereby consent to an emergency hearing being held before the Court on an expedited basis and related motions shall be filed with the Court on at least three (3) business days' notice (subject to the Court's availability) for the sole purpose (unless the Court orders otherwise) of considering whether a Termination Event has occurred or is continuing or for the contested use of Cash Collateral (a "**Stay Relief Hearing**"). For the avoidance of doubt, the Committee's rights to participate in and object to the relief requested in the Stay Relief Hearing are reserved. Unless the Court has determined that a Termination Event has not occurred and/or is not continuing or the Court orders otherwise, the automatic stay, as to all of the Prepetition Super-Priority Secured Parties shall automatically be terminated at the end of the Remedies Notice Period without further notice or order.

(b) Nothing herein shall alter the burden of proof set forth in the applicable provisions of the Bankruptcy Code at any hearing on any request by the Debtors or other party in interest to re-impose or continue the automatic stay under section 362(a) of the Bankruptcy Code, use Cash Collateral, or to obtain any other injunctive relief. Unless otherwise expressly provided, any delay or failure of the DIP Agent, the Prepetition Super-Priority Administrative Agent and/or the other Prepetition Super-Priority Secured Parties or the DIP/First Out Group to exercise rights under the DIP Documents, the Prepetition Documents, the Intercreditor Agreements, and/or this Final Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise. The occurrence of the Termination Date or a Termination Event shall not affect the validity, priority, or enforceability of any and all rights, remedies, benefits, and protections provided to any of the DIP Agent, the DIP Lenders, and the Prepetition Super-Priority Secured Parties under this Final Order, which rights, remedies, benefits, and protections shall survive the Termination Date or the delivery of Termination Declaration.

15. ***Limitation on Charging Expenses Against Collateral***. Except to the extent of the Carve Out, no expenses of administration of the 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 (a) the DIP Collateral (except to the extent of the

Carve Out), the DIP Agent, or the DIP Lenders, or (b) the Prepetition Collateral (except to the extent of the Carve Out) or the Prepetition Super-Priority Secured Parties, in each case, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the DIP Agent, the DIP Lenders, and the Prepetition Super-Priority Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent, the DIP Lenders, or the Prepetition Super-Priority Secured Parties.

16. ***Use of Cash Collateral***. The Debtors are hereby authorized to use all Cash Collateral of the Prepetition Super-Priority Secured Parties, but solely for the purposes set forth in this Final Order and in accordance with the Approved Budget (subject to permitted variances as set forth in this Final Order and the DIP Documents), including, without limitation, to make payments on account of the Adequate Protection Superpriority Claims provided for in this Final Order, from the date of this Final Order through and including the date of termination of the DIP Credit Agreement.

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

18. ***Modification of Automatic Stay***. The Debtors are authorized and directed to perform all acts and to make, execute, and deliver any and all instruments as may be necessary to implement the terms and conditions of this Final Order and the transactions contemplated hereby. The stay of section 362 of the Bankruptcy Code is hereby modified to permit the parties to accomplish the transactions contemplated by this Final Order.

19. ***Survival of Final Order***. The provisions of this Final Order shall be binding upon any trustee appointed during the Cases or upon a conversion to cases under chapter 7 of the Bankruptcy Code, and any actions taken pursuant hereto shall survive entry of any order which may be entered converting the Cases to chapter 7 cases, dismissing the Cases under section 1112 of the Bankruptcy Code or otherwise, confirming or consummating any plan(s) of reorganization or liquidation or otherwise, or approving or consummating any sale of any DIP Collateral or Prepetition Collateral, whether pursuant to section 363 of the Bankruptcy Code or included as part of any plan. The terms and provisions of this Final Order, as well as the priorities in payments, liens, and security interests granted pursuant to this Final Order shall continue notwithstanding any conversion of the Cases to chapter 7 cases under the Bankruptcy Code, dismissal of the Cases, confirmation or consummation of any plan(s) of reorganization or liquidation, approval or consummation of any sale, or otherwise. Subject to the limitations described in paragraph 24 of this Final Order, the Adequate Protection Payments made pursuant to this Final Order shall not be subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance in the Cases or any subsequent chapter 7 cases or other proceeding (other than a defense that the payment has actually been made).

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

21. ***Release***. Subject to the rights and limitations set forth in paragraph 24 of this Final Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the members of the DIP/First Out Group, DIP Agent, ORC, and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, agents, and predecessors in interest, each in their capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating the Prepetition Documents, the Intercreditor Agreements, or this Final Order, as applicable, and/or the transactions contemplated hereunder or thereunder, including, without limitation, (a) any so-called "lender liability" or equitable subordination claims or defenses; (b) any and all claims and causes of action arising under the Bankruptcy Code; and (c) any and all claims and causes of action regarding the validity, priority, extent, enforceability,

perfection, or avoidability of the liens or claims of each of the members of the DIP/First Out Group, the DIP Agent, or ORC; *provided*, *however*, that no such parties will be released to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence, fraud, or willful misconduct.

22. ***Binding Effect***. The terms of this Final Order shall be valid and binding upon the Debtors, all creditors of the Debtors and all other parties in interest from and after the entry of this Final Order by this Court.

23. ***Reversal, Stay, Modification or Vacatur***. In the event the provisions of this Final Order are reversed, stayed, modified or vacated by court order, following notice and any further hearing, such reversals, modifications, stays or vacatur shall not affect the rights and priorities of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties granted pursuant to this Final Order. Notwithstanding any such reversal, stay, modification or vacatur by court order, any indebtedness, obligation or liability incurred by the Debtors pursuant to this Final Order arising prior to the DIP Agent's or the Prepetition Super-Priority Administrative Agent's receipt of notice of the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of this Final Order, and the Prepetition Super-Priority Secured Parties and DIP Secured Parties shall continue to be entitled to all of the rights (including, without limitation, relating to the termination of this Final Order), remedies, privileges and benefits, including any payments authorized herein and the security interests and liens granted herein, with respect to all such indebtedness, obligation or liability, and the validity of any payments made or obligations owed or credit extended or lien or security interest granted pursuant to this Final Order is and shall remain subject to the protection afforded under the Bankruptcy Code.

24. ***Reservation of Certain Third-Party Rights and Bar of Challenge and Claims.***

(a) The stipulations, admissions, waivers, and releases contained in this Final Order, including the Debtors' Stipulations, shall be binding upon the Debtors in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, waivers and releases contained in the Interim Order and this Final Order, including, the Debtors' Stipulations and the release in paragraph 21 (the "**Release**"), shall be binding upon the Debtors and the Debtors' estates (and all successors of the Debtors) and all other parties in interest, including, without limitation, any Committee and any other person acting on behalf of the Debtors' estates, including a trustee, except to the extent a party in interest and, for purposes of such exception, solely to the extent such party in interest obtains proper standing and has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (i) seeking to avoid, object to, or otherwise challenge the Debtors' Stipulations or the Release regarding: (A) the validity, enforceability, extent, priority, or perfection of Prepetition Super-Priority Liens, including any mortgages or security interests in the Prepetition Collateral, or (B) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Super-Priority Indebtedness (any such claim, a "**Challenge**"); and (ii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter.

(b) Any such Challenge must be asserted on or before the date that is seventy-five (75) calendar days after entry of the Interim Order; provided that if a Committee is appointed prior the expiration of such seventy-five (75) day period, such Committee shall have until the later of (i) such seventy-five (75) day period and (ii) the date that is sixty (60) calendar days after its appointment, except that in no event shall the deadline described above extend beyond the first day of any hearing held in the Cases to consider confirmation of the Sale Transaction (the "**Challenge Period Termination Date**"); *provided*, however, that if, prior to the Challenge Period Termination Date, either the Cases converts to chapter 7 or a chapter 11 trustee is appointed, then in such case the Challenge Period Termination Date shall be extended solely with respect to the trustee until the later of the then Challenge Period Termination Date and the date that is ten (10) days following such conversion or appointment; *provided*, *further*, however, that if the Committee files a motion for standing (which motion shall request a hearing on an expedited basis in consultation with the Debtors and the Prepetition Super-Priority Secured Parties) with a draft complaint identifying and describing all Challenge(s) consistent with applicable law and rules of procedure prior to the Challenge Period Termination Date, the Challenge Period Termination Date will be tolled for the Committee until five (5) business days from the date of the hearing on the motion for standing, but in no event shall the hearing on the motion for standing take place after, or the Challenge Period Termination Date toll beyond, the Sale Hearing (as defined in the RSA). Notwithstanding the Challenge Period Termination Date set forth in this paragraph and the terms of the Interim Order and this Final Order, the Committee shall have the right to seek by motion an extension of the Challenge Period Termination Date (a "**Challenge Extension Motion**") solely to the extent the ruling of this Court in the Adversary Proceedings (as defined in the RSA) materially modifies the rights and obligations of the Prepetition Super-Priority Secured Parties under the Super-Priority Credit Documents in connection with the Invesco Adversary Proceeding or the Non-Participating Lender Adversary Proceeding (as defined in the RSA), provided that such Challenge Extension Motion must be filed within ten (10) days from the date of such ruling of the Court, with the rights of the Debtors, the DIP/First Out Group and ORC to contest any such extension preserved, but in no event shall the Challenge Period Termination Date be extended beyond, or any hearing in relation to a Challenge take place after, the date of the Sale Hearing. Within three (3) business days of the Court's ruling in an Adversary Proceeding, the Committee shall advise the Debtors and the Prepetition Super-Priority Secured Parties regarding whether the Committee is considering filing a Challenge Extension Motion and shall meet and confer with such parties regarding any such request. For the avoidance of doubt, nothing in this Final Order shall be construed as, nor is, an admission, recognition, or granting of any standing, or entitlement for the Committee to intervene or participate in any Adversary Proceeding, commence a Challenge, or otherwise.

(c) Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (i) any and all such Challenges by any party (including, without limitation, the Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any successor case) shall be deemed to be forever barred; (ii) the Prepetition Super-Priority Indebtedness shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Debtors' Cases and any successor cases; (iii) the Prepetition Super-Priority Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (iv) all of the Debtors' stipulations and admissions contained in the Interim Order and the Final Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Super-Priority Secured Parties' claims, liens, and interests contained in the Interim Order and this Final Order shall be in full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any successor cases.

(d) If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in the Interim Order and this Final Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date. Nothing in the Interim Order or this Final Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in the Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any challenges (including a Challenge) with respect to the Super-Priority Credit Documents, the Intercreditor Agreements, the Prepetition Super-Priority Liens, and the Prepetition Super-Priority Indebtedness, and a separate order of the Court conferring such standing on any Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Committee or such other party-in-interest.

25. ***Section 507(b) Reservation***. Subject only to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Super-Priority Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Super-Priority Secured Parties that the adequate

protection granted herein does in fact adequately protect any of the Prepetition Super-Priority Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

26. ***Insurance***. Until the DIP Obligations have been indefeasibly paid in full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date and shall name the DIP Agent as loss payee or additional insured, as applicable, thereunder.

27. ***No Waiver for Failure to Seek Relief***. The failure or delay of the DIP Agent or the Required DIP Lenders to exercise rights and remedies under this Final Order, the DIP Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

28. ***Perfection of the DIP Liens and Adequate Protection Liens***.

(a) Without in any way limiting the automatically effective perfection of the DIP Liens granted pursuant to paragraph 7 hereof and the Adequate Protection Liens granted pursuant to paragraph 8 hereof, the DIP Agent and the Prepetition Super-Priority Administrative Agent are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder. Whether or not the DIP Agent or the Prepetition Super-Priority Administrative Agent shall (at the direction of the applicable required lenders) choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not, subject to the challenge period, subject to challenge, dispute, or subordination as of the date of entry of this Final

Order. If the DIP Agent or the Prepetition Super-Priority Administrative Agent (at the direction of the applicable required lenders) determines to file or execute any financing statements, agreements, notice of liens, or similar instruments (which, in each case, shall be at the sole cost and expense of the Debtors), the Debtors shall cooperate and assist in any such execution and/or filings as reasonably requested by the DIP Agent or the Prepetition Super-Priority Administrative Agent (at the direction of the applicable required lenders), and the automatic stay shall be modified solely to allow such filings as provided for in this Final Order.

(b) A certified copy of this Final Order may, at the direction of the applicable Required DIP Lenders, be filed with or recorded in filing or recording offices by the DIP Agent or the Prepetition Super-Priority Administrative Agent in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Final Order for filing and recording; provided, however, that notwithstanding the date of any such filing, the date of such perfection shall be the date of this Final Order.

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords, lessors, or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code, subject to applicable law. Any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Adequate Protection Liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Credit Agreement or this Final Order, subject to applicable law.

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

(a) Unless and until all DIP Obligations are indefeasibly paid in full, in cash, and all Commitments are terminated, the Prepetition Super-Priority Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Super-Priority Loan Documents, the Interim Order, or this Final Order, or otherwise seek to exercise or enforce any rights or remedies against such DIP Collateral; and (ii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral, except as set forth in paragraph 28 herein.

(b) In the event this Final Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the DIP Secured Parties or the Prepetition Super-Priority Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Super-Priority Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code.

(c) Unless and until all DIP Obligations, Prepetition Super-Priority Obligations, and Adequate Protection Superpriority Claims are indefeasibly paid in full, in cash, and all Commitments are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Documents or, if not provided for therein, with the prior written consent of the DIP Agent, the Required DIP Lenders, and the Prepetition Super-Priority Administrative Agent (acting at the direction of the Required Lenders), (x) any modification, stay, vacatur, or amendment of this Final Order or (y) a priority claim for any administrative expense or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Cases, *pari passu* with or senior to the DIP Superpriority Claims, the Adequate Protection Superpriority Claims, or the Prepetition Super-Priority Indebtedness, or (z) any other order allowing use of the DIP Collateral; (ii) except as permitted under the DIP Documents (including the Carve Out), any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Super-Priority Adequate Protection Liens or the Prepetition First Out Liens, as applicable; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Final Order; (iv) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor; (v) an order converting or dismissing any of the Cases; (vi) an order appointing a chapter 11 trustee in any of the Cases; or (vii) an order appointing an examiner with enlarged powers in any of the Cases; *provided*, however, that none of the foregoing shall require the Debtors to violate their fiduciary duties.

(d) Notwithstanding any order dismissing any of the Cases entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Final Order shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations and Adequate Protection Payments are indefeasibly paid in full in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Final Order, shall, notwithstanding such dismissal, remain binding on all parties in interest); and (y) to the fullest extent permitted by law the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (x) above.

(e) Except as expressly provided in this Final Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Super-Priority Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Agent, the DIP Lenders, and the Prepetition Super-Priority Secured Parties granted by the provisions of this Final Order and the DIP Documents shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission; (ii) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to section 363(b) of the Bankruptcy Code; or (iii) the entry of an order confirming a chapter 11 plan in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Superpriority Claims. The terms and provisions of this Final Order and the DIP Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Super-Priority Secured Parties granted by the provisions of this Final Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Payments are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the Required DIP Lenders and the DIP Agent (acting at the direction of the Required DIP Lenders).

(f) Other than as set forth in this Final Order, subject to the Carve Out, neither the DIP Liens nor the Adequate Protection Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of the Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

30. ***Limitation on Use of DIP Facility Proceeds, DIP Collateral and Cash Collateral***. Notwithstanding anything to the contrary set forth in this Final Order, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds of any of the foregoing may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (excluding any proceeding contemplated by paragraph 14 hereof) (i) against any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties (each in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, in such capacities, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies

of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties under the DIP Documents, the Prepetition Documents, the Intercreditor Agreements, the Interim Order, or this Final Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Committee appointed (if any) in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties to recover on the Prepetition Collateral or the DIP Collateral or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties related to the DIP Obligations or the Prepetition Super-Priority Indebtedness; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition Super-Priority Indebtedness or the DIP Agent's, the DIP Lenders', and the Prepetition Super-Priority Secured Parties' respective liens or security interests in the Prepetition Collateral or the DIP Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties, or the DIP Secured Parties or the Prepetition Super-Priority Secured Parties' respective liens on or security interests in the Prepetition Collateral or the DIP Collateral that would impair the ability of any of the Prepetition Super-Priority Secured Parties to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition Super-Priority Indebtedness, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including, without limitation, the Prepetition Super-Priority Liens or the DIP Liens) held by or on behalf of each of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties related to the Prepetition Super-Priority Indebtedness or the DIP Obligations, as applicable; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to or in connection with the DIP Obligations, Prepetition Super-Priority Indebtedness, the DIP Liens, or the Prepetition Super-Priority Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (i) any of the DIP Liens or the Prepetition Super-Priority Liens or any other rights or interests of any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties related to the DIP Obligations, Prepetition Super-Priority Indebtedness, DIP Liens, or the Prepetition Super-Priority Liens, provided that no more than $150,000 of the proceeds of the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used solely by any Committee appointed in these Cases, if any, solely to investigate, within the Challenge Period, the claims, causes of action, adversary proceedings, or other litigation against the DIP Secured Parties or the Prepetition Super-Priority Secured Parties solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including, without limitation, the DIP Liens or the Prepetition Super-Priority Liens) held by or on behalf of each of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties related to the DIP Obligations or the Prepetition Super-Priority Indebtedness. For the avoidance of doubt, nothing herein shall prohibit the Committee from utilizing Cash Collateral solely to (i) monitor and advise the Committee regarding the status of the Adversary Proceeding; or (ii) engage in such further role in the Adversary Proceeding as (x) agreed to by the Debtors and the Prepetition Super-Priority Lenders or (y) otherwise ordered by the Court in respect of challenging a party’s standing to bring any claim; *provided* that the Committee or its advisors shall not take any action in such proceeding that would constitute a Challenge; *provided*, *further*, that the Committee shall support the relief requested in the *Emergency Motion for Entry of an Order (A) Declaring that Automatic Stay Applies to Claims Asserted Against Non-Debtor Parties in Invesco Action or (B) Extending Automatic Stay and Preliminarily Enjoining Claims Against Non-Debtor Parties in Invesco Action Filed by Robertshaw US Holding Corp.* [Docket No. 2].

31. ***Conditions Precedent***. No DIP Lender shall have any obligation to make any DIP Loan under the respective DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

32. ***Binding Effect; Successors and Assigns***. The DIP Documents and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition Super-Priority Secured Parties, any committee appointed in these Cases, and the Debtors and their respective successors and permitted assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties and the applicable Prepetition Super-Priority Secured Parties; *provided* that, except to the extent expressly set forth in this Final Order, the Prepetition Super-Priority Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP

Credit Agreement, a promissory note or otherwise) to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the DIP Documents, the DIP Secured Parties and the Prepetition Super-Priority Secured Parties shall not (i) be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

33. ***Limitation of Liability***. In determining to make any loan under the DIP Documents, permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the DIP Documents, the DIP Secured Parties and the Prepetition Super-Priority Secured Parties shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this Final Order or in the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Secured Parties, or any Prepetition Super-Priority Secured Parties of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors.

34. ***No Requirement to File Claim for DIP Obligations***. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the DIP Agent nor any DIP Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and

payable in accordance with the DIP Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent's or any DIP Lender's rights, remedies, powers, or privileges under any of the DIP Documents, this Final Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

35. ***Proofs of Claim***. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, (i) the Prepetition Super-Priority Secured Parties shall not be required to file any proof of claim or request for payment of administrative expenses with respect to any of the Prepetition First Out Indebtedness, Prepetition Second Out Indebtedness, Prepetition Third Out Indebtedness, Prepetition Fourth Out Indebtedness, Prepetition Fifth Out Indebtedness, the Adequate Protection Liens, or the Adequate Protection Superpriority Claims, and (ii) the Prepetition Sixth Out Parties and Prepetition Seventh Out Parties shall not be required to file any proof of claim or request for payment of administrative expenses with respect to any indebtedness relating to the Sixth Out Credit Documents or Seventh Out Credit Documents (including, without limitation, any principal, unpaid interest, fees, expenses and other amounts payable under the Sixth Out Credit Document or Seventh Out Credit Documents) and any other claims or rights subsequently granted by this Court; and the failure to file any such proof of claim

or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Documents or of any other indebtedness, liabilities, or obligations arising at any time thereunder or under this Final Order or prejudice or otherwise adversely affect the Prepetition Super-Priority Secured Parties', the Prepetition Sixth Out Parties' or the Prepetition Seventh Out Parties' rights, remedies, powers, or privileges under any of the Prepetition Documents, the Interim Order, this Final Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest. The description of claims and liens in respect of the Prepetition Super-Priority Secured Parties, the Prepetition Sixth Out Parties and the Prepetition Seventh Out Parties set forth in this Final Order is deemed to constitute proofs of claim in respect of such indebtedness.

36. ***Intercreditor Agreements***. Each of the Prepetition Super-Priority Loan Parties, Prepetition Sixth Out Loan Parties, and the Prepetition Seventh Out Loan Parties are parties to or otherwise acknowledge and agree, and are bound by, the Intercreditor Agreements. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents, any of the Secured Credit Documents, or any of the Security Documents (each as defined in the Intercreditor Agreements), shall: (a) remain in full force and effect; (b) continue to govern the relative obligations, priorities, rights and remedies of (x) Prepetition Super-Priority Secured Parties, the Prepetition Sixth Out Parties, and the Prepetition Seventh Out Parties in the case of the Super-Priority Intercreditor Agreement, and (y) the Prepetition Sixth Out Parties and Prepetition Seventh Out Parties in the case of the First and Second Lien Intercreditor Agreement; and (c) not

be deemed to be amended, altered or modified by the terms of this Final Order unless expressly set forth herein or therein.

37. ***Section 552(b) of the Bankruptcy Code***. The (a) Prepetition Super-Priority Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and (b) the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to any of the DIP Secured Parties or the Prepetition Super-Priority Secured Parties, including, without limitation, the DIP Secured Parties or the Prepetition Super-Priority Secured Parties with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral or the DIP Collateral.

38. ***No Marshaling***. The DIP Agent and the DIP Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this Final Order, the DIP Documents and the Prepetition Super-Priority Loan Documents, notwithstanding any other agreement or provision to the contrary, and the Prepetition Super-Priority Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral.

39. ***Excluded Lenders[10] Settlement***.

(a) To resolve the Excluded Lenders' objections to entry of the Final Order, the relief sought in the Bidding Procedures Motion, and the claims pending before this Court in Adversary No. 24-03025 (the "**Claim and Lien Dispute**"), the Debtors, Ad Hoc Group, Excluded Lenders,

10 The "Excluded Lenders" means those lenders listed in the Verified Statement of the Ad Hoc Group of Excluded Lenders Pursuant to Bankruptcy Rule 2019 filed on March 20, 2024.

and ORC[11] (collectively, the "**Settlement Parties**") have reached a settlement agreement (the "**Excluded Lender Settlement**"), the material terms of which are set forth on **Exhibit A** attached hereto (the "**Excluded Lender Settlement Term Sheet**"). Notwithstanding anything to the contrary in this Final Order, the Excluded Lender Settlement is approved and shall be binding on the Settlement Parties in all respects, including following the occurrence of a Termination Event and in any successor cases on the terms set forth in this paragraph 39.

(b) DIP Allocation. The Excluded Lenders shall purchase, on a *pro rata* basis, DIP Loans in the aggregate amount of $2.3 million (the "**Excluded Lender DIP Allocation**"). For all purposes, except as modified by this Paragraph 39 and the Excluded Lender Term Sheet, the Excluded Lenders shall constitute DIP Lenders under the DIP Facility, the DIP Documents, and this Final Order.

(c) Excluded Lender DIP Allocation Treatment. In the event of a credit bid of the DIP Obligations by the DIP Agent, the Excluded Lenders shall receive Excluded Lender Take Back Debt (as defined in the Excluded Lender Settlement Term Sheet) in the amount and on the terms set forth in the Excluded Lender Settlement Term Sheet. In the event of the consummation of an Alternative Transaction (as defined in the Excluded Lender Settlement Term Sheet), the Excluded Lenders shall receive the Alternative Transaction Consideration (as defined in the Excluded Lender Settlement Term Sheet).

(d) Excluded Lender Legal Fees and Expenses. The Debtors shall pay, and are authorized and directed to pay, in full in cash automatically at the same time the Excluded Lenders receive the Excluded Lender Take Back Debt (as defined in the Excluded Lender Settlement Term

[11] For the purposes of this Paragraph 39, "ORC" shall include One Rock Capital Partners, LLC, One Rock Capital Partners II, LP, Range Finance Investors, L.P., Range Investor Holdings, LLC, and any of their respective Affiliates, and ORC shall not be limited to its capacity as a Prepetition Super-Priority Lender.

Sheet) or the Alternative Transaction Consideration (as defined in the Excluded Lender Settlement Term Sheet) (a)(i) the fees and expenses of Selendy Gay PLLC in connection with the Guardian Action (as defined in the Declaration of John Hewitt [Docket No. 19]) and (ii) the fees and expenses of Selendy Gay PLLC, Proskauer Rose LLP, and Gray Reed (the "**Excluded Lender Advisors**") in connection with the negotiation and documentation of the Excluded Lender Settlement Term Sheet and the definitive documents (described therein) and otherwise related to the these Cases incurred through entry of the Final Order and (b) the fees and expenses of the Excluded Lender Advisors incurred following entry of the Final Order in connection with these Cases, including negotiation and documentation of definitive documents to implement the Sale Transaction in an amount not to exceed $3.0 million in the aggregate between (a) and (b) (the "**Excluded Lender Advisor Fees**"). The Excluded Lender Advisor Fees shall not be subject to the approval of the Court, shall not be subject to disgorgement and nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court.

(e) Allowance of Claims of Excluded Lenders. The Debtors admit, stipulate and agree that:

(i) ***Prepetition Sixth Out Term Loans***. As of the Petition Date, the Debtors were jointly and severally indebted to the Prepetition Sixth Out Parties pursuant to the Sixth Out Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $78,924,296.47 on account of the obligations under the Sixth Out Credit Documents *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Prepetition Sixth Out Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Sixth Out Indebtedness**").

(ii) *Collateral Securing Prepetition Sixth Out Indebtedness*. Pursuant to the Sixth Out Credit Documents, the Prepetition Sixth Out Indebtedness is secured by a valid, binding, perfected, and enforceable sixth-priority security interest in and lien on (such security interests and liens, the "**Prepetition Sixth Out Liens**" on the Collateral consisting of substantially all of the assets of each Debtor.

(iii) *Validity, Perfection, and Priority of Prepetition Sixth Out Liens and Prepetition Sixth Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Sixth Out Liens encumber all of the Prepetition Sixth Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Sixth Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and the Prepetition Sixth Out Indebtedness is senior in payment priority to the Prepetition Collateral granted to or for the benefit of the Prepetition Seventh Out Parties; (4) the Prepetition Sixth Out Liens were granted for the benefit of the Prepetition Sixth Out Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition Sixth Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Sixth Out Liens or Prepetition Sixth Out Indebtedness exist, and no portion of the Prepetition Sixth-Out Liens or Prepetition Sixth Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Sixth Out Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Sixth Out Credit Documents, the Prepetition Sixth Out Indebtedness, or the Prepetition Sixth Out Liens.

(iv) ***Prepetition Seventh Out Term Loans.*** As of the Petition Date, the Debtors were jointly and severally indebted to the Prepetition Seventh Out Parties pursuant to the Seventh Out Credit Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $16,282,984.53 on account of the obligations under the Seventh Out Credit Documents *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accounts', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Secured Obligations (as defined in the Prepetition Seventh Out Credit Agreement) owing under or in connection with the Super-Priority Credit Documents (clauses (x) and (y), collectively, the "**Prepetition Seventh Out Indebtedness**").

(v) *Collateral Securing Prepetition Seventh Out Indebtedness*. Pursuant to the Seventh Out Credit Documents, the Prepetition Seventh Out Indebtedness is secured by a valid, binding, perfected, and enforceable seventh-priority security interest in and lien on (such security interests and liens, the "**Prepetition Seventh Out Liens**" on the Collateral consisting of substantially all of the assets of each Debtor.

(vi) *Validity, Perfection, and Priority of Prepetition Seventh Out Liens and Prepetition Seventh Out Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition Seventh Out Liens encumber all of the Prepetition Seventh Out Collateral, as the same existed on the Petition Date; (2) the Prepetition Seventh Out Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral; (3) the Prepetition Seventh Out Liens were granted for the benefit of the Prepetition Seventh Out Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (4) the Prepetition Seventh Out Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (5) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Seventh Out Liens or Prepetition Seventh Out Indebtedness exist, and no portion of the Prepetition Seventh-Out Liens or

Prepetition Seventh Out Indebtedness is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (6) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Seventh Out Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Seventh Out Credit Documents, the Prepetition Seventh Out Indebtedness, or the Prepetition Seventh Out Liens.

(f) Prepetition Claims. The Excluded Lenders shall continue to hold Prepetition Sixth Out Indebtedness secured by Prepetition Sixth Out Liens and Prepetition Seventh Out Indebtedness secured by Prepetition Seventh Out Liens (collectively, "**Excluded Lender Prepetition Secured Claims**") and shall be entitled to any distribution on account of such

Excluded Lender Prepetition Secured Claims (or any unsecured deficiency claim), if any, under a sale, reorganization plan, liquidation plan or otherwise during these Cases or in any successor case.

(g) Definitive Documentation. The Excluded Lender Settlement shall be memorialized and consistent with the Excluded Lender Term Sheet and this Paragraph 39 (the "Definitive Documents"). The Debtors, Excluded Lenders, Ad Hoc Group, and ORC agree that the Court shall retain jurisdiction to interpret and enforce the Excluded Lender Settlement and to resolve any disputes over the Definitive Documentation.

(h) Excluded Lender Settlement Effective Date. The Excluded Lender Settlement shall automatically be fully consummated on the date (such date, the "**Excluded Lender Settlement Effective Date**") when the following conditions precedent to the Excluded Lender Settlement shall have been satisfied, unless waived in writing by each of the Settlement Parties:

(i) Unless an Alternative Transaction has occurred, the Definitive Documents shall have been duly executed and delivered by all of the entities that are parties thereto and shall be in form and substance consistent with the Excluded Lender Settlement and Excluded Lender Settlement Term Sheet;

(ii) the Excluded Lenders shall have received the Excluded Lender Take Back Debt or the Alternative Transaction Consideration;

(iii) the Excluded Lender Advisor Fees shall have been paid as provided in this Paragraph 39; and

(iv) Unless an Alternative Transaction has occurred, all conditions precedent to the effectiveness of the Definitive Documents shall have been satisfied or duly waived in writing in accordance with the terms of such documents.

(i) DIP Documents and RSA. The Settlement Parties shall amend the DIP Documents and RSA to be on terms consistent with the Excluded Lender Settlement, pursuant to the Excluded Lender Settlement Term Sheet.

(j) Challenge Period. The Challenge Period shall be tolled solely for the benefit of the Excluded Lenders until the earlier of (a) the Excluded Lender Settlement Effective Date and (b) June 1, 2024.

(k) Acknowledgements. Each of the Settlement Parties acknowledges and agrees that it has approved the Excluded Lender Settlement.

Mutual Release. Upon the occurrence of the Excluded Lender Settlement Effective Date, each of the Settlement Parties, automatically, on their own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the other Settlement Parties, and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, assigns, agents, and predecessors in interest, each in their capacity as such (collectively, the "Related Parties"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the Super-Priority Credit Agreement, the Super-Priority Credit Documents, the Sixth Out Credit Documents, the Seventh Out Credit Documents, the Claim and Lien Dispute, the Guardian Action, the DIP Documents, the Sale Transaction, and these Cases (collectively, the "Released Claims"); provided, however, that no Settlement Party or Related Party will be released to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence, fraud, or willful misconduct (other than with respect to or relating to the Claim and Lien Dispute and Guardian Action) and provided further, the Released Claims shall not include any claims under the Excluded Lender Term Sheet or the Definitive Documents, following the Excluded Lender Settlement Effective Date, or solely as to entitlement to any distributions as set forth in Paragraph 39(f), the Excluded Lender Prepetition Secured Claims.

40. ***Expense Invoices; Disputes; Indemnification***.

(a) The Debtors are hereby authorized and directed to pay, in accordance with this Final Order, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, fronting, closing, arrangement or commitment payments (including all payments and other amounts owed to the DIP Lenders), administrative agent's fees, collateral agent's fees, and escrow agent's fees (including all fees and other amounts owed to the DIP Agent), the reasonable and documented fees and disbursements of counsel and other professionals to the extent set forth in paragraphs 3(d)(iii) and 8(d) of this Final Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this Final Order or the DIP Documents. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on the Closing Date (as defined in the DIP Documents) all reasonable and documented fees, costs, and expenses, including the fees and expenses of counsel to the DIP Lenders, the DIP Agent, the Prepetition Super-Priority Administrative Agent, and the DIP/First Out Group, incurred on or prior to such date without the need for any professional engaged by the DIP Lenders, the DIP Agent, the Prepetition Super-Priority Administrative Agent, or the DIP/First Out Group to first deliver a copy of its invoice as provided for herein.

(b) The Debtors shall be jointly and severally obligated to pay all fees and expenses described above, which obligations shall constitute the DIP Obligations. The Debtors shall pay the reasonable and documented professional fees, expenses, and disbursements of professionals to the extent provided for in paragraphs 3(d)(iii) and 8(d) of this Final Order without the necessity of filing formal fee applications or complying with the U.S. Trustee Guidelines, including such amounts arising before the Petition Date; *provided* that copies of invoices for such professional fees, expenses, and disbursements (the "**Invoiced Fees**") shall be served by email on the Debtors, the U.S. Trustee, and counsel to any Committee (if appointed), who shall have ten (10) business days (the "**Review Period**") to review and assert any objections thereto. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and such invoice summary shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed (which shall provide sufficient information to determine if such fees and expenses are reasonable), and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, the Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the "**Disputed Invoiced Fees**") if, within the Review Period, a Debtor, the Committee, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

(c) Subject to any restrictions imposed by applicable law, nothing in this Final Order shall abrogate the indemnification provisions set forth in the Super-Priority Credit Documents. In addition, the Debtors will indemnify the DIP/First Out Group, DIP Agent, ORC, and their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an "**Indemnified Person**") and hold them harmless from and against all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions, procedures, and/or relief contemplated hereby. No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions, procedures, and/or relief contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's fraud, bad faith, or willful misconduct, and in no event shall any Indemnified

Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

41. ***Credit Bidding and Sale Provisions***. Subject to the provisions of section 363(k) of the Bankruptcy Code, the DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition Super-Priority Administrative Agent (at the direction of the Required Lenders) shall have the right to credit bid (either directly or through one or more acquisition vehicles), on behalf of the Required DIP Lenders (as defined in the DIP Credit Agreement) and the Required Lenders (as defined in the Super-Priority Credit Agreement), respectively, up to the full amount of the underlying lenders' respective claims, including, for the avoidance of doubt, Adequate Protection Superpriority Claims, if any, in any sale of all or any portion of the Prepetition Collateral or the DIP Collateral including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan. No Debtor shall object to, or solicit, support, or encourage any objection to, any rights set forth in this paragraph 42 and all relevant provisions of any Intercreditor Agreement shall apply and be binding with respect to any and all rights set forth in this paragraph 41.

42. ***Headings***. The headings in this Final Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Final Order.

43. ***Effect of this Final Order***. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, shall take effect and be enforceable immediately upon execution hereof, and notwithstanding Bankruptcy Rule 8002, shall be final and non-appealable immediately upon its entry.

44. ***Retention of Jurisdiction***. The Court has and will retain jurisdiction to enforce this Final Order and with respect to all matters arising from or related to the implementation of this Final Order.

Signed: March 21, 2024

Christopher Lopez
United States Bankruptcy Judge

Exhibit A

Excluded Lender Settlement Term Sheet

Illustrative Settlement Term Sheet

Select Terms

Assumptions	
	• Global settlement (the "**Settlement**") of all matters between the Company, ORC[1], each member of the Ad Hoc Group[2], and the Ad Hoc Group of Excluded Lenders (the "**Excluded Lenders**") in the May transaction litigation (collectively, the "**Settlement Parties**"). • This Settlement offer is protected by FRE 408 and all applicable privileges and parties may not use this document or this Settlement offer in conjunction with any litigation • This Settlement offer does not reflect the results of any formal valuation • This Settlement offer remains subject to AHG approval, Excluded Lender approval, Company board approval and approval of the Bankruptcy Court.
Implementation	• The Settlement shall be documented as part of the RSA (as defined in the DIP Order) signed by and among the Settlement Parties and shall be memorialized in the final DIP Order and the Definitive Documents. • RSA implements the Settlement through a chapter 11 filing (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the Southern District of Texas • RSA shall include agreement on a DIP financing structure (the "**DIP Facility**") and a sale transaction (the "**Sale Transaction**") and an agreement not to pursue any claims in or related to the Non-Participating Lender Action (as defined in the RSA) absent consent of the Ad Hoc Group and ORC; *provided* that all claims and defenses in the Non-Participating Lender Action (as defined in the RSA) and all claims pending before the Bankruptcy Court in Adversary No. 24-03025 shall be tolled as to the Settlement Parties until the Mutual Releases are effective (as defined below). • The Sale Transaction contemplates a stalking horse credit bid ("**Credit Bid**") by an acquisition vehicle ("**NewCo**") to be formed by the agents under the DIP Facility and the Super-Priority Credit Agreement, dated May 9, 2023 (as amended from time, the "**December Senior Facility**") to acquire the DIP Collateral (as defined in the DIP Facility) and the Collateral under the December Senior Facility. • The DIP Facility will be credit bid and partially equitized into new equity of the Company ("**New Equity**") and partially converted into new debt at the Company ("**Takeback Debt**") as part of the

[1] ORC includes One Rock Capital Partners, LLC, One Rock Capital Partners II, LP, Range Finance Investors, L.P. Range Investor Holdings, LLC, and any of their respective Affiliates

[2] The Ad Hoc Group includes Bain, Eaton Vance, and Canyon and any of their respective Affiliates (including, without limitation, any funds, accounts or other investment vehicles advised, sub-advised, or directly or indirectly managed by each of them)

	Sale Transaction, resulting in the lenders under the DIP Facility and ORC owning New Equity and Takeback Debt upon approval of the Sale Transaction • All Takeback Debt, including Excluded Lenders Take Back Debt, shall be first lien and senior to any other indebtedness issued by NewCo other than a working capital facility; *provided* that NewCo may issue senior debt following mutual consultation as between the Debtors, ORC, the Ad Hoc Group, and the Excluded Lenders or pursuant to the terms of any Definitive Document (subject to the Documentation principles set forth below). Notwithstanding the foregoing, any debt senior to the Takeback Debt shall not exceed $60 million without the consent of the Excluded Lenders and any senior debt shall not impact any Excluded Lender Take Back Debt in a manner that is disproportionate as compared to any other Takeback Debt. • The Ad Hoc Group shall prosecute approval of the Settlement and defend against any objections or challenges to the Settlement.
Settlement Consideration	• The Excluded Lenders shall receive the opportunity to participate in the DIP Facility • Company estimated DIP Facility need of $56 million (the "**DIP Amount**"). • Excluded Lenders shall fund $2.3 million of the DIP Amount (the "**Excluded Lender DIP Allocation**"). • In the event the Credit Bid is approved by the Bankruptcy Court, the Excluded Lenders shall receive on account of the Excluded Lender DIP Allocation only Takeback Debt and no allocation of New Equity. • The amount of Takeback Debt distributable to the Excluded Lenders on account of the Excluded Lender DIP Allocation ("**Excluded Lender Take Back Debt**") shall be equal to the greater of: (x) $5.5 million and (y) an amount equal to the sum of (i) [ ]%[3] of the DIP Facility plus (ii) assumed value of [%][4] of the New Equity at sale close. • The Excluded Lender Take Back Debt shall be treated on the same terms as the Takeback Debt distributed to other DIP Lenders. • The Takeback Debt facility shall not exceed $200 million without the consent of the Excluded Lenders. • The Excluded Lender DIP Allocation shall be treated on the same terms as the DIP Loans provided by the other DIP Lenders, except as otherwise set forth herein. • In the event that the Credit Bid is not approved by the Bankruptcy Court or the DIP Facility is refinanced (collectively, the "**Alternative Transaction**"), the Excluded Lenders shall be entitled to $5.5 million of the cash proceeds from any alternative bid, refinancing, or plan distributions that would otherwise be payable to the DIP Lenders under the DIP Facility or the Ad Hoc

[3] To be proportionally adjusted based on the amount agreed in (x) based on the economics from the Excluded Lenders' original proposal dated March 4, 2024.

[4] To be proportionally adjusted based on the amount agreed in (x).

	Group and ORC in their capacity as Prepetition Secured Lenders under the Super-Priority Credit Agreement (the "**Alternative Transaction Consideration**"). • The Company shall pay (a) concurrently and as a condition to the effectiveness of the Mutual Releases (as defined below), (i) the fees and expenses of Selendy Gay PLLC in connection with the May transaction action litigation and (ii) the fees and expenses of Selendy Gay PLLC, Proskauer Rose and Gray Reed (the "**Excluded Lender Advisors**") in connection with the negotiation and documentation of this Settlement, including the RSA and documents contemplated therein and otherwise related to the Chapter 11 Cases and (b) concurrently and as a condition to the effectiveness of the Mutual Releases (as defined below), the fees and expenses of the Excluded Lender Advisors in connection with the Chapter 11 Cases, including negotiation and documentation of definitive documents to implement the Sale Transaction in an amount not to exceed $3.0 million in the aggregate between (a) and (b) (collectively, the "**Excluded Lender Advisor Fees**"). • The Excluded Lenders shall continue to hold their claims under the Sixth-Out and Seventh-Out Facilities and shall be entitled to distributions, if any, on account of those claims.
Releases	• In the Final DIP Order, parties to grant customary mutual releases and exculpations, including full global releases between the Settlement Parties relating to, among other things, all prepetition loan documents, the Chapter 11 Cases, the DIP Facility, and the Sale Transaction (collectively, the "**Mutual Releases**"); *provided that* the Mutual Releases shall not become effective until (i) the Excluded Lenders receive (a) the Excluded Lender Take Back Debt or (b) the Alternative Transaction Consideration, (ii) all of the documents contemplated by this Settlement are memorialized, sign by each of the parties thereto, and all conditions precedent to their effectiveness have been satisfied or waived by each party thereto, and (iii) payment of the Excluded Lender Advisor Fees.
Documentation	• Settlement terms as embodied in the RSA to be agreed by each of the Settlement Parties • Minority protections in Takeback Debt facility and DIP Facility documents to be agreed by each of the Settlement Parties and such minority protections shall include identical information rights and the prohibition against any amendments, waivers, forbearances, extensions, actions or modifications that would materially and adversely affect any Excluded Lender's rights under the Takeback Debt facility or DIP Facility in a manner that is disproportionate to the Ad Hoc Group, unless each Excluded Lender provides its prior written consent. • Each Definitive Document (as defined in the RSA) shall not materially and adversely affect any Excluded Lender's rights under this Settlement Agreement or the Excluded Lender Take Back Debt in a manner that is disproportionate to the Ad Hoc Group, unless each Excluded Lender provides its prior written consent. • Any settlement entered in the Chapter 11 Cases (including the adversary proceedings) shall not materially, adversely, and directly affect any Excluded Lender's rights under this Settlement

	Agreement or the Excluded Lender Take Back Debt, unless each Excluded Lender provides its prior written consent. • This Settlement shall not be modified unless each party to the Settlement provides its prior written consent.