United States Bankruptcy Court
Southern District of Texas

ENTERED
June 23, 2026
Nathan Ochsner, Clerk

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
Warrior Technologies, LLC	§	Case No. 26-33562 (ARP)
	§	
Debtor.	§	Chapter 11
	§	
	§	

FINAL ORDER (I) AUTHORIZING THE DEBTOR TO (A) OBTAIN POSTPETITION SECURED FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION, (IV) MODIFYING THE AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF
(relates to Docket No. 11)

Upon consideration of the motion [Dkt No. 11] (the "DIP Motion"),[1] filed by Warrior Technologies, LLC. ("Debtor"), as debtor and debtor in possession in the above-captioned chapter 11 case (the "Chapter 11 Case"), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "Bankruptcy Code"), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 4001-1(b) of Bankruptcy Local Rules for the Southern District of Texas (the "Local Rules"), for entry of an order (this "Interim Order") authorizing the Debtor to, among other things:

(a) obtain senior secured post-petition financing (the "DIP Financing" or "DIP Facility") pursuant to the terms and conditions of the DIP Financing Documents (as defined herein), the Interim Order (as defined herein), and this Final Order (as defined herein), pursuant to

[1] Capitalized terms not defined herein shall have the meanings ascribed to such terms in the DIP Agreement or the Interim Order, as applicable.

sections 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) of the Bankruptcy Code and Rule 4001(c) of the Bankruptcy Rules;

(b) enter into (i) the *Amended and Restated Loan and Security Agreement (Senior Secured Super Priority Debtor-In-Possession)* (the "DIP Agreement"), substantially in the form attached as **Exhibit D** to the DIP Motion, by and between the Debtor and Commercial Funding Inc. ("CFI") and (ii) one or more *Debtor-In-Possession Negotiable Promissory Note and Security Agreement* (collectively, the "DIP Term Note," and together with the DIP Agreement and other related financing documents, the "DIP Financing Documents"), substantially in the form attached as **Exhibit C** to the DIP Motion, by and among the Debtor and Commercial Credit Group, Inc. ("CCG," and together with CFI, the "DIP Lender").

(c) borrow, pursuant to the DIP Financing Documents, the Interim Order and this Final Order, financing of (i) up to $18,000,000 in the aggregate amount on a revolving basis under the DIP Agreement, inclusive of approximately $3,880,000 in new post-Petition Date funding, with the balance consisting of the Roll-Up Obligations (as defined herein)(the "CFI DIP Facility") and (ii) up to $5,700,000 in term loan financing under the DIP Term Note (the "CCG DIP Facility," and together with the CFI DIP Facility, the "DIP Facility" or "DIP Financing"), and seek other financial accommodations from the DIP Lender pursuant to the DIP Financing Documents, the Interim Order and this Final Order;

(d) grant the DIP Lender allowed super-priority administrative expense claims, pursuant to sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code, in the Chapter 11 Case and any Successor Case (as defined herein), for the DIP Financing and all obligations of the Debtor owing under the DIP Financing Documents (collectively, and including all "Obligations" of the

Debtor (as defined and described in the DIP Agreement and DIP Term Note), the "DIP Obligations"), subject only to the Carve-Out (as defined herein);

(e) on account of its post-petition advances under the DIP Facility, grant CCG automatically perfected first priority senior security interests in and priming liens on all of the DIP Collateral, including, without limitation, all property constituting "cash collateral," (as defined in section 363(a) of the Bankruptcy Code, "Cash Collateral"), pursuant to section 364(d)(1) of the Bankruptcy Code, which liens shall not be subject to any other liens, charges or security interests, with the exception of the Carve-Out, nor, to surcharge under section 506(c) or any other section of the Bankruptcy Code;

(f) obtain authorization to use Cash Collateral in accordance with the Budget (as defined in the DIP Agreement), and as otherwise provided for in the DIP Financing Documents, the Interim Order and this Final Order;

(g) provide adequate protection to the DIP Lender pursuant to the terms of the Interim Order and this Final Order; and

(h) vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms of the DIP Financing Documents, the Interim Order and this Final Order.

A hearing on the DIP Motion was held before the Court on May 22, 2026 (the "Interim Hearing"). Appearances were made as reflected in the Court's record. As adduced at the Interim Hearing and from the DIP Motion and related pleadings and papers and the entire record in this Chapter 11 Case, the Debtor did not, and does not, have sufficient available sources of working capital and financing to carry on the operation of its business without the DIP Financing. Based upon the Debtor's business judgment and evidence presented to the Court, there are no other financing alternatives available to the Debtor on more favorable terms. The ability of the Debtor to pay its employees, maintain business relationships with vendors and suppliers, purchase and maintain necessary supplies and equipment, and otherwise operate its business is essential to its continued viability. In addition, the Debtor's need for financing is critical and immediate. Without the DIP Financing, the continued operation of the Debtor's businesses would not be possible and immediate and irreparable harm to the Debtor and its estate would occur.

On May 22, 2026, having considered the DIP Motion, the Declarations of H.H. Wommack III, the DIP Agreement, the offers of proof and evidence submitted or adduced and the arguments of counsel made at the hearing, the Court entered an order approving the DIP Motion on an interim basis [Dkt No. 33] (the "Interim Order"). Among other things, the Interim Order authorized the Debtor to borrow only up to $3 million on the CCG DIP Facility at an interest rate of 14% per annum.

The following objections to the Final Order having been filed: (a) Joint Limited Objection of the Texas Taxing Authorities [Dkt. No. 68]; (b) Amended Objection filed by Daimler Truck Financial Services USA LLC [Dkt. No. 77]; (c) Objection filed by Americredit Financial Services, Inc. d/b/a GM Financial [Dkt. No. 79]; (d) Objection filed First Internet Bank of Indiana [Dkt. No. 92]; (e) Objection filed by Mobilease, Inc. [Dkt. No. 96]; (e) late-filed Limited Objection by Auxilior Capital Partners, Inc. [Dkt. No. 110]; (f) late-filed Notice of Joinder by Crossroads Lease and Finance, LLC [Dkt. No. 114]; and (g) late-filed Objection and Joinder by Siemens Financial Services, Inc. [Dkt. No. 119] (filings (a)-(g) collectively, the "Objections"). In addition to the Objections, the Official Committee Of Unsecured Creditors also filed an Objection to the Final Order [Dkt. No. 97] (the "Committee Objection").

The final hearing with respect to the DIP Motion commenced on June 16, 2026, was continued to June 18, 2026, and was again continued to June 22, 2026 (collectively, the "Final Hearing"); due and proper notice of the DIP Motion and the Final Hearing having been provided in accordance with Bankruptcy Rules 2002, 4001(b) and (d), and 9014 and Local Rule 4001-1(b), and no other or further notice being required under the circumstances; the Final Hearing on the DIP Motion having been held and concluded; the Court having considered the DIP Motion and the arguments of counsel made at the Final Hearing; and upon the entire record made at the Interim Hearing and Final Hearing; and it appearing that approval of the relief requested in the DIP Motion on a final basis is fair and reasonable and in the best interests of the Debtor, its estate and its creditors, and is essential for the preservation of the value of the Debtor's assets and the operation of the Debtor's business during the pendency of the Chapter 11 Case; the Objections having been resolved or otherwise treated as set forth in Paragraph 21, and any other objection to the entry of this Final Order having been withdrawn, resolved or overruled by the Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

IT IS HEREBY FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

A. **Petition Date**. On May 21, 2026 (the "Petition Date"), the Debtor filed with this Court its voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is continuing to operate its business and manage its assets as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. **Jurisdiction and Venue**. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157(b) and 1334, and over the persons and property affected hereby. Consideration of the DIP Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue for this Chapter 11 Case and proceedings on the DIP Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Committee Formation**. A statutory committee of unsecured creditors (the "Committee") was appointed on June 11, 2026.

D. **Notice**. Notice of the DIP Motion and the Final Hearing has been provided by the Debtor to: (a) the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee"); (b) counsel to the DIP Lenders; (c) the Internal Revenue Service; (d) the parties included on the list of the Debtor's list of twenty largest unsecured creditors; (e) any party who has requested notice pursuant to Bankruptcy Rule 2002; (f) all parties entitled to notice under Bankruptcy Rule 2002(j); and (g) all other known parties asserting a lien on the Debtor's assets. Such notice constitutes due, sufficient and appropriate notice and complies with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b), (c) and (d), and the Local Rules, and no other or further notice is required under the circumstances.

E. **Stipulations Ratified**. The Debtor's Stipulations set forth in the Interim Order are fully ratified and adopted by this Court for this Final Order as if set forth herein verbatim.

F. **Findings Regarding the Postpetition Financing**.

(i) **Good Cause; Need for Postpetition Financing**. Good cause has been shown for the entry of this Final Order. The Debtor's need to obtain funds from the DIP Facility during the pendency of this Chapter 11 Case in order to continue operations and to administer and preserve the value of its estate. The ability of the Debtor to finance its operations, to preserve and maintain the value of its assets and to maximize a return for all creditors requires the availability of working capital from the DIP Facility, the absence of which would harm the Debtor, its estate, its creditors and the possibility for a successful reorganization. The proposed DIP Facility is in the best interests of the Debtor, its estate, and its creditors.

(ii) **No Credit Available on More Favorable Terms**. The Debtor was unable to obtain (a) unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense, (b) credit for money borrowed secured solely by a lien on property of the estate that it not otherwise subject to a lien, (c) credit for money borrowed secured by a junior lien on property of the estate which is subject to a lien, or (d) credit otherwise on more favorable terms and conditions than those provided in the DIP Agreement, the Interim Order and this Final Order in amounts sufficient to address its working capital needs. The Debtor is unable to obtain credit for borrowed money without granting to the DIP Lender the DIP Protections (as defined herein).

G. **Use of Proceeds of the DIP Facility**. Proceeds of the DIP Facility shall be used in strict accordance with the Budget, the current version of which is attached hereto as **Exhibit 1**, subject to the variances permitted by the DIP Agreement, and in a manner consistent with the terms and conditions of the DIP Agreement, the Interim Order, and this Final Order.

H. **Adequate Protection for CCG**. CCG is entitled to receive adequate protection, as set forth in this Interim Order, pursuant to sections 361, 363 and 364 of the Bankruptcy Code, for any diminution in the value of its interests in the CCG Collateral resulting from, among other things, the Debtor's ongoing use of the CCG Collateral, substantial wear and tear on such CCG Collateral due to the inherent nature of Debtor's businesses, depreciation during the pendency of the Bankruptcy Case and the imposition of the automatic stay from and after the Petition Date (collectively, the "Diminution in Value"*)*. Importantly, the CCG Collateral is necessary and essential for the generation of post-Petition Date accounts receivable under the DIP Credit Facility, and CCG has negotiated in good faith regarding the Debtor's use of the CCG Collateral to help fund and operate the Debtor's business and administration of the Debtor's estate along with the proceeds of the DIP Financing. Based on the DIP Motion and the record presented to the Court at the Interim Hearing and the Final Hearing, the terms of the proposed adequate protection arrangements to CCG are fair and reasonable, reflect the Debtor's prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the consent of the CCG and the use of the CCG Collateral.

I. **Willingness to Provide Financing; Business Judgment and Good Faith Pursuant to Section 364(e)**.

(i) The DIP Lender is willing to provide financing to the Debtor subject to entry of this Interim Order, approval of the terms and conditions of, DIP Financing Documents, satisfaction of the findings and conclusions of law by this Court that the DIP Lender is extending credit to the Debtor pursuant to this Interim Order and the DIP Financing Documents in good faith, and that the DIP Lender's claims, superpriority claims, security interests, liens, and other protections granted pursuant to this Interim Order will have all the protections provided by section 364(e) of the Bankruptcy Code, and if the Chapter 11 Case is dismissed, the DIP Lender may enforce the DIP Documents against any such Debtor in any court of competent jurisdiction. accordance with the DIP Financing Documents.

(ii) The terms and conditions of the DIP Facility and the DIP Financing Documents, and the fees paid and to be paid thereunder are fair, reasonable, and the best available under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and consideration;

(iii) The DIP Financing Documents were negotiated in good faith and at arms' length between the Debtor and the DIP Lender. The proceeds to be extended under the DIP Facility will be so extended in good faith, and for valid business purposes and uses; and

(iv) The DIP Lender is acting in good faith with respect to the DIP Facility and the terms and conditions of the DIP Financing Documents, and the DIP Lender's claims, superpriority claims, security interests and liens and other protections granted pursuant to the Interim Order, the Final Order and the DIP Financing Documents will not be affected or avoided by any subsequent reversal or modification of the Interim Order or this Final Order, as provided in section 364(e) of the Bankruptcy Code.

J. **Section 506(c) and Marshaling.** As a material inducement to the DIP Lender's agreement that its liens and superpriority claims shall be subject to payment of the Carve-Out, the DIP Lender is entitled to (i) a waiver of the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral and the DIP Obligations in favor of the DIP Lender; and (ii) a waiver of the provisions of section 506(c) of the Bankruptcy Code with respect to the DIP Collateral.

K. **Relief Essential; Best Interest; Good Cause**. The relief requested in the DIP Motion is necessary, essential, and appropriate for the preservation of the Debtor's assets and business. It is in the best interest of the Debtor's estate to be allowed to utilize the DIP Facility established in accordance with the DIP Agreement, other DIP Financing Documents, the Budget, the Interim Order and this Final Order. Good cause has been shown for the relief requested in the DIP Motion.

NOW, THEREFORE, on the DIP Motion and the record before this Court with respect to the DIP Motion, including the record created during the Interim Hearing and the Final Hearing, and with the consent of the Debtor and the DIP Lender to the form and entry of this Final Order, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Motion Granted**. The DIP Motion is granted in accordance with the terms and conditions set forth in this Final Order, the DIP Agreement, the DIP Term Note and the other DIP Financing Documents. Any objections to the DIP Motion with respect to entry of this Final Order to the extent not withdrawn, waived or otherwise resolved, and all reservations of rights included therein, are hereby denied and overruled.

2. **DIP Financing Documents; DIP Collateral; DIP Liens**.

(a) **Approval of Entry Into DIP Financing Documents**. The execution and delivery of the DIP Financing Documents, the performance of the DIP Obligations and the creation and perfection of the DIP Liens is authorized and approved. The Debtor is hereby authorized and directed to do and perform all acts, pay the principal, interest, fees, expenses, indemnities and other amounts described in the DIP Financing Documents, the Interim Order and this Final Order as such become due, including, without limitation, commitment fees and reasonable attorneys' fees and disbursements as provided for in the DIP Agreement, which amounts shall not otherwise be subject to approval of this Court.

(b) **Authorization to Borrow**. To enable the Debtor to continue to preserve the value of its estate and subject to the terms and conditions of this Final Order, upon the execution of the DIP Agreement and DIP Term Note, the Debtor is hereby authorized to borrow (i) up to $18,000,000 in the aggregate amount on a revolving basis in accordance with the Budget, inclusive of approximately $3,880,000 in new post-Petition Date funding, with the balance consisting of the Roll-Up Obligations, and (ii) up to $5,700,000 in term loan financing pursuant to the Budget, under the DIP Financing Documents. Notwithstanding anything to the contrary herein, the Debtor is only authorized to borrow funds under the DIP Facility as set forth in the Budget.

(c) **Conditions Precedent; No Obligation to Extend Credit**. The DIP Lender shall have no obligation to make the DIP Facility or any loan or advance under the DIP Agreement or DIP Term Note unless (i) the conditions precedent to making such loan under the DIP Agreement, the DIP Term Note, and this Final have been satisfied in full or waived by the DIP Lender in its sole discretion and (ii) no Event of Default under the DIP Facility or the DIP Financing Documents (including this Final Order) has occurred and is continuing.

(d) **DIP Collateral**. The term "DIP Collateral"[2] means, collectively, all rights, properties and assets of the Debtor, including all personal property, real property, and Fixtures, whether now owned or existing or hereafter acquired, created or arising, whether arising before or after the Petition Date, and wherever located, including, without limitation, the following: all pre-petition and post-petition Cash Collateral (as defined in Bankruptcy Code § 363(a)), all CCG Collateral under the prepetition CCG Facility and all CFI Collateral under the prepetition CFI Facility (including titled assets subject to CCG and/or CFI prepetition liens), all General Intangibles (including all patents, trademarks (registered or unregistered), copyrights and copyrightable material, trade secrets, domain names and addresses, intellectual property licenses and other Intellectual Property Rights, and Software), Payment Intangibles, Instruments, Accounts, Documents, Documents of Title, Goods, Inventory, Equipment, Fixtures, Chattel Paper, Electronic Chattel Paper, Letter of Credit Rights (whether or not the letter of credit is evidenced by a writing), post petition Money, Deposit Accounts, post petition cash, certificates of deposit, Investment Property, Securities, Securities Accounts, Securities Entitlements, Commodities Accounts, Supporting Obligations, Financial Assets) and all monies therein, and any cash held

[2] As set forth in the DIP Financing Documents, capitalized terms used in this paragraph that are not otherwise defined herein have the meaning ascribed to such term in the UCC.

therein, and any and all claims, rights and interests in, to or under any of the above, and all substitutions for, additions, attachments, accessories, Accessions and improvements to and replacements, products, Proceeds and insurance proceeds of any or all of the foregoing; all causes of actions (other than Debtor's Avoidance Actions); all books and records relating to the foregoing, including all ledgers, records regarding the Debtor's assets or liabilities, business operations or financial condition, and all computer programs or storage or any Equipment containing such information. The DIP Collateral also includes all Debtor's real property (if any) leases, leasehold interests, and all rents, profits and Proceeds thereof, all contracts, contract rights, intercompany claims, rights to payment of money, arbitration awards, licenses, permits, and franchise rights, all capital stock, trust interests, all rights under insurance and proceeds thereof, all collateral support, tax or other refunds, mineral rights, and all Software, patents, copyrights, trademarks, trade names and other intellectual property (whether or not registered, and if registered, whether such intellectual property is registered in the United States or in any foreign jurisdiction), together with the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, and all Proceeds of any of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, any and all claims, rights and interests in, to or under any of the above, and all substitutions for, additions, attachments, accessories, Accessions and improvements to and replacements, products, Proceeds and insurance proceeds of any or all of the foregoing. Notwithstanding the foregoing, the DIP Collateral shall not include (and the DIP Liens shall not attach to) (a) the Debtor's Avoidance Actions, or (b) equity and/or beneficial interests issued by Debtor. The DIP Collateral shall not be subject to marshaling or any surcharge under section 506(c) or any other provision of the Bankruptcy Code or other applicable law, nor by order of this Court. The CFI DIP Facility and the CCG DIP Facility shall be cross-collateralized and cross-defaulted.

(e) **DIP Liens**. To secure the Obligations, effective immediately upon the entry of this Final Order, pursuant to Bankruptcy Code sections 364(c)(2), 364(c)(3) and 364(d)(1), the DIP Lender is hereby granted continuing, valid, binding, enforceable, nonavoidable, and automatically and properly perfected security interests in and liens on the DIP Collateral of the Borrower/Debtor (collectively, the "DIP Liens") as follows:

(i) Existing Lien Priority. CFI shall have a first position lien and security interest in all pre-petition and post-petition Cash Collateral (as defined in 11 U.S.C. § 363(a)), and all other assets of Debtor to the same extent that CFI had a such priority as of the bankruptcy Petition Date, which shall be junior and subordinated to the Carve-out and the CCG Priming Lien.

(ii) CFI Lien on Unencumbered DIP Collateral. Pursuant to section 364(c)(2) of the Bankruptcy Code, CFI shall have a valid, perfected, binding, continuing, enforceable and non-avoidable first-priority, lien on all DIP Collateral unencumbered (or encumbered but not perfected) as of the Petition Date, which shall be junior and subordinated only to the Carve-Out and the CCG Priming Lien.

(iii) CFI Lien on Encumbered DIP Collateral. Pursuant to section 364(c)(3) of the Bankruptcy Code, CFI shall have a junior security interest in all previously encumbered assets of the Debtor, including the CCG Collateral and other assets subject to valid and perfected PMSI Liens.

(iv) Priming Lien on Any Encumbered DIP Collateral. Pursuant to section 364(d)(1) of the Bankruptcy Code, in connection with the CCG DIP Facility, CCG shall have a valid, perfected, binding, continuing, enforceable and non-avoidable first-priority, senior priming lien on all DIP Collateral, which shall be junior and subordinated only to the Carve-Out and as set forth in Paragraph 21 (the "CCG Priming Lien"). Amounts borrowed by the Debtor under the CCG DIP Facility shall continue to bear interest at the rate of 14% per annum.

(f) **DIP Lien Priority**. Subject only to the Carve-Out and the CCG Priming Lien, the DIP Liens shall, (i) pursuant to section 364(c)(2) of the Bankruptcy Code, be perfected, first priority liens on all DIP Collateral, junior only to valid and perfected priority liens, including the CCG Liens and PMSI Liens, on other encumbered assets of the Debtor; and (ii) pursuant to section 364(d)(1) of the Bankruptcy Code with respect to the CCG Priming Lien, be perfected, first priority senior liens on all DIP Collateral; and (iii) shall also prime any liens granted after the Petition Date to provide adequate protection. Without limiting the foregoing, the DIP Liens shall not be made subject to, subordinate to, or *pari passu* with any lien or security interest by any court order heretofore or hereafter granted in the Chapter 11 Case on the DIP Collateral or any portion thereof. The DIP Liens shall be valid and enforceable against any trustee appointed in the Chapter 11 Case, upon the conversion of any of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, or in any other proceeding related to any of the foregoing (any "Successor Case"), and/or upon the dismissal of the Chapter 11 Case or Successor Case. For the avoidance of doubt, (x) all post-Petition Date advances made under the CCG DIP Facility shall be fully-secured by the CCG Priming Lien, (y) all post-Petition Date advances made under the CFI DIP Facility shall be fully-secured pursuant to the DIP Liens as set forth in Paragraph (2)(e)(i)-(iii), and (z) post-Petition Date advances by the DIP Lender (including interest and fees), and the CCG Priming Lien and DIP Liens securing them, shall not be subject to a Challenge.

(g) **Enforceable Obligations**. The DIP Financing Documents shall constitute and evidence the valid and binding obligations of the Debtor, which obligations shall be enforceable against the Debtor, its estate and any successor thereto and its creditors and representatives thereof, in accordance with their terms.

(h) **Protection of DIP Lender and Other Rights**. From and after the Petition Date, the Debtor shall use the proceeds of the extensions of credit under the DIP Facility only for the purposes specifically set forth in the DIP Agreement, the DIP Term Note, the Interim Order and this Final Order and in strict compliance with the Budget (subject to any variances thereto permitted by the DIP Agreement).

(i) **Additional Protections of DIP Lender; Superpriority Administrative Claim Status**. Subject to the Carve-Out, all DIP Obligations shall constitute an allowed superpriority administrative expense claim (the "DIP Superpriority Claim" and, together with the DIP Liens, the "DIP Protections") with priority in the Chapter 11 Case and any Successor Case over all other administrative expense claims under sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtor or its estate, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 1113 and 1114 and any other provision of the Bankruptcy Code except as otherwise set forth herein, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The DIP Superpriority Claim shall be payable from and have recourse to all prepetition and post-petition property of the Debtor and all proceeds thereof. Without limiting the foregoing, the DIP Superpriority Claim shall not be made subject to, subordinate to, or *pari passu* with any other administrative claim in the Chapter 11 Case or any Successor Case, except for the Carve-Out.

3. **Authorization to Use Cash Collateral and Proceeds of DIP Facility**. Pursuant to the terms and conditions of this Final Order, the DIP Agreement, the DIP Term Note and the other DIP Financing Documents, and in accordance with the Budget and the permitted variances thereto set forth in the DIP Agreement and the DIP Term Note, (a) the Debtor is authorized to use the advances under the DIP Facility during the period commencing immediately after the entry of this Final Order and terminating upon the occurrence of an Event of Default (as defined herein) and/or the termination of the DIP Agreement and/or DIP Term Note in accordance with their respective terms and subject to the provisions hereof, and (b) the Debtor is authorized to use all Cash Collateral of the DIP Lender.

4. **Adequate Protection for CFI, CCG and Other Secured Creditors**. The Debtor is authorized and directed to provide adequate protection payments to CFI in the form of monthly payments in an amount equal to the interest accruing under the CFI Loan Documents. Secured creditors other than CCG will receive replacement liens to the same extent and priority of their valid and perfected prepetition liens and/or adequate protection payments that are payable under the Budget and agreed to by the Debtor and DIP Lender. Nothing in this Final Order shall prevent such creditors from seeking additional adequate protection or from seeking relief from the automatic stay, nor shall anything in this Final Order prevent the Court from granting any such adequate protection or stay relief which the Court holds that such creditor is entitled. With respect to CCG, the CCG Loan Documents shall remain in full force and effect (except for any defaults that exist on the Petition Date). As adequate protection for the interests of CCG in the CCG

Collateral on account of the granting of the DIP Liens, subordination to the Carve-Out, and any other Diminution in Value, CCG shall receive adequate protection as follows:

(a) **Adequate Protection Replacement Liens**. To the extent of the Diminution in Value of the interests of CCG in the CCG Collateral, CCG shall be and is hereby granted continuing valid, binding, enforceable, non-avoidable and automatically perfected post-petition security interests in and liens on the DIP Collateral and the CCG Collateral (the "CCG Replacement Liens").

(i) **Priority of the Replacement Liens**:

(A) The CCG Replacement Liens shall be junior only to the Carve-Out, the CCG Priming Lien, the DIP Liens and the PMSI Liens. The CCG Replacement Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral.

(B) Except as provided herein, the CCG Replacement Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter entered in the Chapter 11 Case or any Successor Case, and shall be valid and enforceable against any trustee appointed in any of the Chapter 11 Case or any Successor Case, or upon the dismissal of the Chapter 11 Case or Successor Case. The CCG Replacement Liens shall not be subject to sections 506(c), 510, 549, or 550 of the Bankruptcy Code.

(ii) **Adequate Protection Superpriority Claims**. To the extent of the Diminution in Value of the interests of CCG in the CCG Collateral, CCG is hereby granted allowed superpriority administrative expense claims, to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, in the Chapter 11 Case and any

Successor Case (the "Adequate Protection Superpriority Claims"). Except as otherwise provided in this Final Order, the Adequate Protection Superpriority Claims shall have priority over all administrative expense claims and unsecured claims against the Debtor or its estate, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 1113 and 1114 of the Bankruptcy Code.

(iii) **Adequate Protection Payments and Protections**. The Debtor is authorized and directed to provide adequate protection payments to the CCG in the form of monthly payments in an amount equal to the interest accruing under the CCG Loan Documents. The obligation to make the foregoing payments shall be reflected in and subject to the Budget.

5. **Postpetition Lien Perfection**. The Interim Order and this Final Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens and the Replacement Liens without the necessity of filing or recording any financing statement, deeds of trust, mortgages, or other instruments or documents which may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or obtaining possession of any possessory collateral) to validate or perfect the DIP Liens and the Replacement Liens or to entitle the DIP Liens and the Replacement Liens to the priorities granted herein. Notwithstanding and without limiting the foregoing, each DIP Lender may file such financing statements, mortgages, notices of liens and other similar documents as they deem appropriate, and they are hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such

financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded as of the Petition Date. The DIP Lender, in its discretion, may file a photocopy of the Interim Order and/or this Final Order as a financing statement with any recording officer designated to file financing statements, and in such event, the recording officer shall be authorized to file or record such copy of the Interim Order and/or this Final Order.

6. **Reservation of Certain Third-Party Rights and Bar of Challenges and Claims**. Nothing in this Final Order, the DIP Term Note or the DIP Agreement shall prejudice the rights of the Committee or any other party in interest to the extent it has requisite standing (other than the Debtor and non-Debtor affiliates and subsidiaries, if any) to object to or challenge the findings herein and the Debtor's Stipulations regarding (a) the validity, perfection or priority of the prepetition CFI Liens in and on the CFI Collateral, (b) the validity, perfection or priority or the prepetition CCG Liens on the CCG Collateral, or (c) the validity, allowability, priority, status or amount of the Prepetition Obligations (a "Challenge"); *provided, however*, in order to prosecute a Challenge, the Committee or such other party in interest must file an adversary proceeding asserting the Challenge, including without limitation, asserting any claim in the nature of a setoff, counterclaim or defense to the Prepetition Credit Obligations (including, but not limited to, those under sections 506, 544, 547, 548, 549, 550, 552 of the Bankruptcy Code) (also, a "Challenge") on or before August 24, 2026 (the "Challenge Period"), *provided, however*, that if, prior to the end of the Challenge Deadline, (x) the case converts to chapter 7, or (y) a chapter 11 trustee is appointed, then, in each such case, the Challenge Deadline shall be extended for a period of fourteen (14) days from the date of such appointment solely with respect to any such trustee. The date that is the next calendar day after the termination of the Challenge Period, in the event that no Challenge is raised during the Challenge Period, shall be referred to as the "Challenge Period

Termination Date." From and after the Challenge Period Termination Date, any and all challenges, claims, causes of action and objections by any party (including, without limitation, the U.S. Trustee, the Committee, any Chapter 11 or Chapter 7 trustee appointed herein or in any Successor Case, and any other party in interest) shall be deemed to be forever waived and barred, and the Prepetition Obligations shall be deemed to be allowed in full and shall be deemed to be allowed as secured claims within the meaning of section 506 of the Bankruptcy Code for all purposes in connection with the Chapter 11 Case or any Successor Case, and the Debtor's Stipulations shall be binding on all creditors, interest holders and parties in interest (including, without limitation, the U.S. Trustee, the Committee, any Chapter 11 or Chapter 7 trustee appointed herein or in any Successor Case, and any other party in interest). Notwithstanding anything to the contrary contained herein, CFI Collateral or CCG Collateral subject to a successful Challenge (the "Successfully Challenged Collateral") will be subject to the following priority: first, the CCG Priming Lien and Obligations arising under the CCG DIP Facility; second, any shortfall between the amount of the CFI DIP Facility funded post-petition (the "Post-Petition CFI DIP Amount") and the amount of post-petition accounts receivable (the "CFI Post-Petition Accounts Receivable Collateral") collected by the Debtor and securing the Post-Petition CFI DIP Amount ; and third, the Debtor's estate, and such remaining amounts shall be unencumbered by any other lien, including any other DIP Lien (the "Unencumbered Challenge Collateral"). For the avoidance of doubt, CFI shall look first to recover from the CFI Post-Petition Accounts Receivable Collateral before looking to recover from the Successfully Challenged Collateral, provided that CFI's obligation to first recover from the CFI Post-Petition Accounts Receivable Collateral shall be limited to ordinary course collections and shall not require CFI to litigate or take similar enforcement action against account debtors.

7. **Carve-Out**. For purposes hereof, the "Carve-Out" means (a) all fees required to be paid to the Clerk of the Bankruptcy Court or to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) (the "U.S. Trustee Fees"), together with interest payable thereon pursuant to applicable law and any fees payable to the Clerk of the Bankruptcy Court; plus (b) the aggregate amount of all professional fees, expenses and disbursements payable under sections 330, 331 and/or 363 of the Bankruptcy Code of professionals retained pursuant to sections 327 or 1103(a) of the Bankruptcy Code by, collectively, the Debtor, the Committee, and their respective professionals appointed in the Chapter 11 Case, that are set forth in the approved Budget and allowed by this Court that were incurred but remain unpaid *prior* to the issuance of a notice from the DIP Lender that an Event of Default has occurred (the "Carve-Out Notice") (which the DIP Lender may issue upon an Event of Default), regardless of when such fees, expenses and disbursements become allowed by order of this Court; plus (c) the actual and necessary costs and expenses (including professional fees and expenses) incurred by counsel for the Debtor and/or a Chapter 7 Trustee and associated with the closure or sale of the Debtor's assets or businesses in an amount not to exceed $25,000. Upon the issuance of a Carve-Out Notice, the right of the Debtor to pay any professional fees other than the Carve-Out shall terminate.

8. **Carve Out Notice**. Upon the issuance of a Carve-Out Notice, the Debtor shall provide immediate notice by facsimile and email to all retained professionals informing them of the Carve-Out Notice and that the Debtor's ability to pay professionals is subject to the Carve-Out; *provided*, and notwithstanding anything set forth herein, the Carve-Out shall not be available to pay and shall exclude any fees and expenses incurred in connection with initiating or prosecuting any claims, causes of action, adversary proceedings, Challenge or other litigation against any of CFI or CCG (each as DIP Lender and prepetition lender), including, without limitation, the

assertion or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defenses or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief (a) invalidating, setting aside, disallowing, avoiding, challenging or subordinating, in whole or in part, the DIP Obligations, the Prepetition Obligations, the CFI Liens, the CCG Liens or the DIP Liens, or (b) preventing, hindering or delaying, whether directly or indirectly, the assertion or enforcement by CFI, CCG or the DIP Lender of their liens or security interests or realization upon any DIP Collateral, CFI Collateral or CCG Collateral, or (c) prosecuting any adversary or avoidance actions against either CFI or CCG (each as DIP Lender and prepetition lender), or (d) challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to, the Prepetition Obligations or the adequate protection granted herein; *provided further*, *however*, (i) the Carve-Out shall be available to pay fees and expenses incurred in connection with a dispute over whether an Event of Default has occurred or is continuing, and (ii) the Carve-Out for professional fees of the Committee shall be capped at $100,000, with no more than $25,000 used by the Committee in connection with the review and/or investigation (but not filing) of any Challenge.

9. **Payment of Professional Compensation**. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of the Debtor or the Committee or shall affect the right of the DIP Lender to object to the allowance and payment of such fees and expenses or to permit the Debtor to pay any such amounts not set forth in the Budget. Nothing in this Final Order shall impair the right of any party to object to the reasonableness of any professional fees or expenses to be paid by the Debtor's estate. The DIP Lender shall not be responsible for the payment or reimbursement of any fees or disbursements of any professional person retained in the Chapter 11 Case incurred in connection with the Chapter 11 Case or any

Successor Case, and nothing in this Interim Order or otherwise shall be construed to obligate the DIP Lender, in any way, to pay compensation to, or to reimburse expenses of, any professional person retained in the Chapter 11 Case. Nothing herein shall be construed to obligate the DIP Lender, in any way, to pay any professional fees, or to assure that the Debtor has sufficient funds on hand to pay any professional fees. Prior to the issuance of any Carve-Out Notice, the Debtor is authorized to transfer the amounts in the Budget (subject to any permitted variances) for professional fees into the professional fee escrow account ("Escrow") with Debtor's counsel, Loeb & Loeb LLP, acting as the escrow agent ("Escrow Agent"), with Escrow and funds to be governed by the Carve-Out Escrow Agreement entered into between the Escrow Agent and the Debtor and approved by DIP Lender in its reasonable discretion (the "Escrow Agreement"). Following issuance of any Carve-Out Notice, the Debtor is authorized to transfer into the Escrow such remaining amounts as may be necessary to satisfy the Carve-Out, if any, to be governed by the Escrow Agreement.

10. **Fees and Expenses of the DIP Lender**. Without further order of this Court, and in consideration of the accommodations provided by the DIP Lender, the Debtor shall reimburse the DIP Lender for all reasonable, documented costs and expenses (including the reasonable fees and expenses of external and internal legal, financial advisors, appraisal and valuation-related professionals and services) incurred by DIP Lender in the Chapter 11 Case and any Successor Case, including, without limitation, in connection with (a) the analysis, negotiation, preparation, documentation, execution, Court approval, administration, delivery and termination of the DIP Agreement, the DIP Term Note, the other DIP Financing Documents, the Interim Order and this Final Order and the documents and instruments referred to herein and therein, and any amendment, restatement, supplement, waiver or consent relating hereto or thereto, whether or not any such

amendment, amendment and restatement, supplement, waiver or consent is executed or becomes effective, any orders to be entered in connection therewith and any other documents filed in or prepared in connection with the Chapter 11 Case or in any Successor Case, and the preparation for, travel to and participation in any hearings or proceedings in connection with any of the foregoing, (b) the enforcement of DIP Lender's rights hereunder, or the collection of any payments owing from the Debtor or the protection, preservation or defense of the rights of the DIP Lender hereunder and under the DIP Financing Documents, (c) any lien, litigation and other search costs, and charges of any expert, appraiser, auditor or other consultant to DIP Lender, and (d) from and after the occurrence and during the continuation of any Event of Default, any reasonable, documented fees and costs due to the DIP Lender, including the reasonable charges of internal and external legal counsel, in accordance with the DIP Financing Documents.

11. **Section 506(c) Claims**. Nothing contained in this Final Order shall be deemed a consent by the DIP Lender, CFI or CCG to any charge, lien, assessment or claim against the DIP Collateral, the CFI Collateral or the CCG Collateral under section 506(c) of the Bankruptcy Code or otherwise. The Debtor (and any trustee appointed in the Chapter 11 Case or any Successor Case) shall be deemed to have waived any such charge, lien, assessment or claim under section 506(c) of the Bankruptcy Code solely with respect to the DIP Lender and its DIP Collateral, and shall not take any action adverse to the DIP Lender, CFI or CCG or their rights and remedies under the DIP Financing Documents, CFI Documents or the CCG Documents.

12. **Collateral Rights**. Unless the DIP Lender has provided its prior written consent or all DIP Obligations and all Prepetition Obligations have been paid in full in cash (or will be paid in full in cash upon entry of an order approving indebtedness described in subparagraph (a) below), and all commitments by the DIP Lender to lend have terminated: (a) the Debtor shall not

seek or support the entry, in this Chapter 11 Case, or in any Successor Case, of any order which authorizes the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral, the CFI Collateral or the CCG Collateral and/or entitled to priority administrative status which is senior or *pari passu* to the liens granted to the DIP Lender pursuant to the Interim Order and this Final Order, or is senior or *pari passu* to the Replacement Liens granted to CCG pursuant to the Interim Order and this Final Order or otherwise; (b) the Debtor shall not consent to relief from the automatic stay by any person other than the DIP Lender , CFI or CCG with respect to all or any portion of the DIP Collateral without the express written consent of the DIP Lender; and (c) in the event the Debtor seek or supports the entry of an order in violation of subsections (a) or (b) hereof, the DIP Lender, CFI and CCG shall be granted relief from the automatic stay with respect to the DIP Collateral and CCG Collateral pursuant to the procedures set forth in Paragraph 16 of this Final Order.

13. **Commitment Termination Date**. All DIP Obligations of the Debtor to the DIP Lender shall be immediately due and payable, and the Debtor's authority to use the proceeds of the DIP Facility and to use Cash Collateral shall automatically cease, both on the date that is the earliest to occur of: (a) the Maturity Date under the DIP Agreement; (b) the occurrence of an Event of Default that is not cured in accordance with any cure provision applicable to such default under the DIP Agreement; or (c) the date on which the maturity of the DIP Obligations is accelerated and the commitments under the DIP Facility are irrevocably terminated in accordance with the DIP Agreement (the "Commitment Termination Date").

14. **Disposition of Collateral**. The Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral outside of the ordinary course of business

without the prior written consent of the DIP Lender (and no such consent shall be implied from any other action, inaction or acquiescence by the DIP Lender or an order of this Court), except as provided in the DIP Financing Documents and this Final Order and approved by the Bankruptcy Court to the extent required under applicable bankruptcy law. Nothing herein shall prevent the Debtor from operating in the ordinary course of business to the extent consistent with the Budget.

15. **Events of Default**. The occurrence of an "Event of Default" under the Prepetition CCG Documents (except for any defaults that existed on the Petition Date) and/or pursuant to Section 5 the DIP Agreement and/or Section 15 of the DIP Term Note shall constitute an event of default under this Final Order, unless expressly waived in writing in accordance with the consents required in the DIP Financing Documents (each, an "Event of Default"). Further, the following events, among other things, shall each constitute an Event of Default thereunder and under this Final Order and shall be enforceable against the Debtor by the DIP Lender, CFI and/or CCG: (a) the Debtor's failure to have its Budget approved by the DIP Lender, no less than five business days prior to the termination of the then-current Budget period, *provided* that the Debtor shall have three (3) business days after notice from the DIP Lender of non-approval to submit a revised Budget for approval before such non-approval constitutes an Event of Default, (b) sales shortfalls or payments greater than a ten percent (10%) variance from the Budget on an aggregate, rolling basis, measured weekly, (c) the filing of a Challenge by the Debtor, (d) conversion of the Chapter 11 Case to a case under chapter 7, dismissal of the Chapter 11 Case, or the appointment of a trustee in the Chapter 11 Case, and (e) the filing of a plan of reorganization or liquidation that fails to pay all of the DIP Obligations in full, in cash, on the effective date of such plan.

16. **Rights and Remedies Upon Event of Default**.

(a) DIP Lender shall provide notice of any Event of Default to the Debtor, counsel for the Committee, and the U.S. Trustee and, contemporaneously with providing such notice, the DIP Lender may file an emergency motion before this Court (to be heard subject to the Court's availability), seeking entry of an Order confirming the DIP Lender's authority to pursue its remedies under subclause (b) of this paragraph following the occurrence of an Event of Default (the "Default Motion").

(b) Following a determination by the Court in connection with a Default Motion, the automatic stay shall be deemed modified and (i) the Debtor shall continue to deliver and cause the delivery of the proceeds of DIP Collateral to the DIP Lender as provided in the DIP Financing Documents and this Final Order; (ii) the DIP Lender shall continue to apply such proceeds in accordance with the provisions of this Final Order and of the DIP Financing Documents; (iii) the Debtor shall have no right to use any of such proceeds, nor any other Cash Collateral other than towards the satisfaction of the DIP Obligations and the Carve-Out, as provided in the DIP Financing Documents and this Final Order; (iv) any obligation otherwise imposed on the DIP Lender to provide any loan or advance to the Debtor pursuant to the DIP Financing Documents may be immediately be suspended, in the sole and absolute discretion of the DIP Lender; (v) the DIP Lender may accelerate the DIP Obligations; and (vi) the DIP Lender shall be entitled to take all actions that it considers, in good faith, to be necessary to protect against loss or diminution of its DIP Collateral, including, without limitation, those set forth in Section 6 of the DIP Agreement and/or Section 11 of the DIP Term Note.

(c) Nothing included herein shall prejudice, impair, or otherwise affect the DIP Lender's rights to seek any other or supplemental relief in respect of the DIP Lender's rights, as provided in the DIP Agreement and the DIP Term Note.

17. **<u>Application of Proceeds; Collections</u>**.

(a) As provided in the DIP Financing Documents, the Interim Order and this Final Order, the DIP Lender is authorized to apply, on a daily basis, all funds transferred into the lockbox account to the Roll-Up Obligations until all of the Roll-Up Obligations have been "rolled up" and converted into DIP Obligations.

(b) On or before June 30, 2026, (a) the Debtor shall retain a billing specialist approved by the DIP Lender in its reasonable discretion and (b) maintain an employee from CashLine Solutions on-site at the Debtor's location, each to facilitate the timely distribution of customer invoices, assist in the collection of outstanding receivables and generally support the Debtor's accounting department.

18. **<u>Limitation on Lender Liability</u>**. Nothing in this Final Order or any of the DIP Financing Documents shall in any way be construed or interpreted to impose or allow the imposition of any liability on the DIP Lender, CFI or CCG for any claims arising from any prepetition or postpetition activities of the Debtor in the operation of its business or the administration of this Chapter 11 Case. DIP Lender, CFI and CCG shall not be deemed to be in control of Debtor's operations or acting as a "responsible person," "owner," or "operator" of the Debtor, as such terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended or modified, solely because they extended loans to the Debtor.

19. **<u>Proofs of Claim</u>**. CFI, CCG, and the DIP Lender shall not be required to file proofs of claim in this Chapter 11 Case. Any proof of claim so filed shall be deemed to be in addition and not in lieu of the Debtor's Stipulations.

20. **Access and Information**. Without limiting the rights of access and information afforded to the DIP Lender under the DIP Financing Documents, the Debtor shall be required to afford representatives, agents and/or employees of the DIP Lender reasonable access to the Debtor's premises and its records upon reasonable notice and shall cooperate, consult with, and provide to such persons all such non-privileged information as DIP Lender may reasonably request. The Debtor shall also provide to the DIP Lender, at the time filed or submitted, all statements, schedules or reports provided to the U.S. Trustee or the Committee; *provided*, *however*, the foregoing obligation may be satisfied by serving such statements, schedules and reports upon the DIP Lender's counsel though the Court's electronic case filing system.

21. **Resolution of Objections**. Notwithstanding anything to the contrary set forth in this Final Order, the Objections are resolved as follows:

(a) The CCG Priming Lien shall be a second priority junior lien behind valid, enforceable and properly perfected senior PMSI liens of (i) Americredit Financial Services, Inc. d/b/a GM Financial, (ii) Daimler Truck Financial Services USA LLC, (iii) First Internet Bank of Indiana, (iv) Auxilior Capital Partners, Inc., (v) Crossroads Lease and Finance, LLC, and (vi) Siemens Financial Services, Inc. (provided that nothing in this Final Order shall be an acknowledgment that such liens are valid PMSI liens).

(b) In exchange for monthly adequate protection payments in the aggregate amount $175,920.95 to cover interest and collateral depreciation, Mobilease, Inc. agrees that the CCG Priming Lien shall be first-priority priming lien under §364(d)(1) on all of the Mobilease collateral. The DIP Lender is authorized to make the monthly payment set forth in this subclause (b) directly to Mobilease, Inc.

(c) Notwithstanding any provisions of any Interim Order, the DIP Financing Agreement and the Final Order, the ad valorem tax liens currently held by the Texas Taxing Authorities[3] or any post-petition statutory ad valorem tax liens which shall arise postpetition pursuant to Texas law, incident to any property of the Debtor and/or Estate shall neither be primed by nor subordinated to any liens granted herein.

(d) Committee Objection. The Committee Objection is resolved by the terms incorporated into this Final Order.

22. **Other Rights and Obligations**.

(a) Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order. The DIP Lender has acted in good faith in connection with negotiating the DIP Financing Documents, extending credit under the DIP Facility and allowing the use of Cash Collateral, and its reliance on the Interim Order and this Final Order is in good faith. Based on the findings set forth in the Interim Order and this Final Order and the record made during the Interim Hearing and the Final Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Final Order are hereafter reversed, modified, amended or vacated by a subsequent order of this or any other Court, the DIP Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such reversal, modification, amendment or vacatur shall not affect the validity and enforceability of any advances made pursuant to this Final Order or the DIP Financing Documents, nor shall it affect the validity, priority, enforceability, or perfection of the DIP Liens. Any claims and DIP Protections granted to the DIP Lender hereunder arising prior to the effective date of such reversal, modification,

[3] "Texas Taxing Authorities" means Midland Central Appraisal District, Midland County, Midland County Utility District, Dilley Independent School District, Frio Hospital District and Scurry County.

amendment or vacatur shall be governed in all respects by the original provisions of this Final Order, and the DIP Lender shall be entitled to all of the rights, remedies, privileges and benefits, including the DIP Protections granted herein, with respect to any such claim. Since the loans made pursuant to the DIP Agreement and DIP Term Note are made in reliance on this Final Order, the obligations owed to the DIP Lender prior to the effective date of any reversal or modification of this Final Order cannot, as a result of any subsequent order in the Chapter 11 Case or in any Successor Case, be subordinated, lose their lien priority or superpriority administrative expense claim status, or be deprived of the benefit of the status of the liens and claims granted to the DIP Lender under this Final Order and/or the DIP Financing Documents.

(b) Binding Effect. The provisions of this Final Order shall be binding upon and inure to the benefit of the DIP Lender, CFI, CCG, the Debtor, the Committee, all parties in interest, and all creditors, and each of their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtor or with respect to the property of the Debtor's estate) whether in the Chapter 11 Case, in any Successor Case, or upon dismissal of any such chapter 11 or chapter 7 case.

(c) No Waiver. The failure of the DIP Lender to seek relief or otherwise exercise its rights and remedies under the DIP Financing Documents, the DIP Facility, this Final Order or otherwise, as applicable, shall not constitute a waiver of any of CFI's, CCG's or the DIP Lender's rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair CCG, CFI or the DIP Lender under the Bankruptcy Code or under non-bankruptcy law, including without limitation, the rights of CCG, CFI and the DIP Lender to (i) request conversion of the Chapter 11 Case to a case under chapter 7, dismissal of the Chapter

11 Case, or the appointment of a trustee in the Chapter 11 Case, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a plan of reorganization, or (iii) exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) the DIP Lender, CFI or CCG may have pursuant to this Interim Order, the DIP Financing Documents, the CFI Loan Documents, the CCG Loan Documents, or applicable law. Nothing in this Final Order shall interfere with the rights of any party with respect to any non-Debtor.

(d) 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.

(e) No Marshaling; Equities of the Case. The DIP Lender, CFI and CCG shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Obligations, the DIP Collateral, CFI Collateral or CCG Collateral, as applicable, and all proceeds shall be received and applied in accordance with the Interim Order, this Final Order, the DIP Financing Documents, the CFI Loan Documents and the CCG Loan Documents. The DIP Facility, DIP Liens and DIP Obligations shall not be subject to any equities of the case analysis under section 552 of the Bankruptcy Code or similar law.

(f) No Lender Liability. In determining to make any loan (whether under the DIP Financing Documents or otherwise) or to permit the use of Cash Collateral, the DIP Lender shall not owe any fiduciary duty to the Debtor or its creditors, stakeholders, or estate, and the DIP Lender shall not be deemed to be in control of the operations of the Debtor or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtor by virtue of making the DIP Financing or allowing use of their Cash Collateral. Furthermore, nothing in this Final Order shall impose or allow the imposition upon the DIP Lender of any liability for any claims arising from the prepetition or postpetition activities of the Debtor. The DIP Lender shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in value thereof, or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person and all risk of loss, damage, or destruction of the DIP Collateral shall be borne by the Debtor.

(g) Amendment. The Debtor and the DIP Lender may amend or waive any provision of the DIP Financing Documents, provided that, to the extent such amendment or waiver impairs the Debtor or DIP Collateral, such amendment must be on notice to the Office of the U.S. Trustee and the Committee, and further provided that such amendment or waiver, in the reasonable judgment of the Debtor and the DIP Lender, is both non-prejudicial to the rights of third parties or is not material. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions of the DIP Financing Documents shall be effective unless set forth in writing, signed on behalf of the Debtor and the DIP Lender, and, if material, approved by the Bankruptcy Court. The Debtor irrevocably waives any right to seek any modification or extension of this Final Order without the prior written consent of the DIP Lender, and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Lender.

23. **Survival of Final Order and Other Matters**. The provisions of this Final Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any a plan of reorganization or a plan of liquidation in the Chapter 11 Case, (ii) converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code or any Successor Case, (iii) to the extent authorized by applicable law, dismissing the Chapter 11 Case, (iv) withdrawing of the reference of the Chapter 11 Case from this Court, or (v) providing for

abstention from handling or retaining of jurisdiction of the Chapter 11 Case in this Court. The terms and provisions of this Final Order including the DIP Protections granted pursuant to this Final Order and the DIP Financing Documents and any protections granted to the DIP Lender, CFI and CCG, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections and protections for the DIP Lender, CFI and CCG shall maintain their priority as provided by this Final Order until all the obligations of the Debtor to the DIP Lender pursuant to the DIP Financing Documents and to CFI and CCG have been indefeasibly paid in full and in cash and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Financing Documents which survive such discharge by their terms). The DIP Obligations shall not be discharged by the entry of any order confirming a plan of reorganization, the Debtor having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code, with such confirmed hereby.

(a) Inconsistency. In the event of any inconsistency between the terms and conditions of the DIP Financing Documents and this Final Order, the provisions of this Final Order shall govern and control.

(b) Enforceability. This Final Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable retroactive to the Petition Date immediately upon entry of this Final Order. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, 9024, or any other

Bankruptcy Rule, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

Signed: June 23, 2026

Alfredo R Pérez
United States Bankruptcy Judge

EXHIBIT 1

BUDGET

Warrior Technologies, LLC
(dba Lobo Trucking)
13-Week DIP Cash Flow Forecast

6/23/26

	Actual	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Fcst*	*Forecast*
	Week 4	**Week 1**	**Week 2**	**Week 3**	**Week 4**	**Week 5**	**Week 6**	**Week 7**	**Week 8**	**Week 9**	**Week 10**	**Week 11**	**Week 12**	**Week 13**	**Week 13**
Line Item	**6/8/2026**	**6/15/2026**	**6/22/2026**	**6/29/2026**	**7/6/2026**	**7/13/2026**	**7/20/2026**	**7/27/2026**	**8/3/2026**	**8/10/2026**	**8/17/2026**	**8/24/2026**	**8/31/2026**	**9/7/2026**	**Total**
	6/8/2026	6/15/2026	6/22/2026	6/29/2026	7/6/2026	7/13/2026	7/20/2026	7/27/2026	8/3/2026	8/10/2026	8/17/2026	8/24/2026	8/31/2026	9/7/2026	6/15/2026
	6/14/2026	6/21/2026	6/28/2026	7/5/2026	7/12/2026	7/19/2026	7/26/2026	8/2/2026	8/9/2026	8/16/2026	8/23/2026	8/30/2026	9/6/2026	9/13/2026	9/13/2026
1. REVENUE PROJECTIONS/CASH INFLOWS															
1. TOTAL SALES	1,022,812	1,107,500	1,037,500	1,102,481	1,126,856	1,157,813	1,214,119	1,236,544	1,190,963	1,208,756	1,087,832	1,194,619	1,194,619	1,000,082	14,859,683
Remove Preptition Sales	(1,265)														-
Adjust Availability to Prior Week Sales	(115,437)	(85,953)													(85,953)
Other Adjustment (no Avail Impact)	(217,477)	(180,025)													(180,025)
Total BBC Funding	**$ 688,633**	**$ 841,522**	**$ 1,037,500**	**$ 1,102,481**	**$ 1,126,856**	**$ 1,157,813**	**$ 1,214,119**	**$ 1,236,544**	**$ 1,190,963**	**$ 1,208,756**	**$ 1,087,832**	**$ 1,194,619**	**$ 1,194,619**	**$ 1,000,082**	**$ 14,593,705**
CASH OUTFLOWS															
2. RECURRING PAYMENTS															
Payroll	765,713	71,524	875,000	-	875,000	-	875,000	-	875,000	-	875,000	-	875,000	-	5,321,524
Benefits	57,562	3,704	-	-	245,341	-	-	-	-	245,341	-	-	-	-	494,387
Rents	-	101,792	-	121,292	-	-	-	121,292	-	-	-	-	121,292	-	465,667
Utilities	-	645	1,754	2,856	5,527	8,767	2,709	2,819	2,793	6,710	6,036	1,819	3,824	4,497	50,756
Fuel	83,905	76,595	109,211	119,026	121,658	125,000	131,079	133,500	128,579	130,500	117,445	128,974	128,974	107,971	1,558,511
Credit Cards	52,947	-	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	450,000
Insurance	-	357,664	-	-	1,000,000	-	-	-	-	346,000	-	-	-	-	1,703,664
Sales Tax	-	-	-	-	-	-	150,000	-	-	-	150,000	-	-	-	300,000
Professional Fees	2,537	-	20,000	-	-	-	20,000	-	-	-	-	20,000	-	-	60,000
Other Operating	-	64,188	-	18,608	13,402	13,236	-	-	18,608	26,638	-	-	18,608	13,402	186,691
Critical Vendor AP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Recurring Payments	**$ 962,664**	**$ 676,112**	**$ 1,043,465**	**$ 299,282**	**$ 2,298,428**	**$ 184,503**	**$ 1,216,288**	**$ 295,111**	**$ 1,062,480**	**$ 792,690**	**$ 1,185,981**	**$ 188,293**	**$ 1,185,198**	**$ 163,370**	**$ 10,591,199**
3. CRITICAL VENDOR A/P PAYDOWN															
Parts, Equipment & Materials	-	3,710	74,115	74,115	37,057	37,057	37,057	37,057	37,057	37,057	37,057				411,341
Truck Repairs	-	-	42,576	42,576	497	497	497	497	497	497	497				88,634
Uniforms (Cintas)	-	-	34,600	34,600	17,300	17,300	17,300	17,300	17,300	17,300	17,300				190,302
Safety, Compliance & Medical	-	-	35,118	35,118	17,559	17,559	17,559	17,559	17,559	17,559	17,559				193,149
Fuel & Utilities	6,000	6,000	7,694	7,694	3,847	3,847	3,847	3,847	3,847	3,847	3,847				48,314
Professional & Advisory	-	-	16,818	16,818	8,409	8,409	8,409	8,409	8,409	8,409	8,409				92,497
IT, Software & Telecom	-	13,236	15,568	15,568	7,784	7,784	7,784	7,784	7,784	7,784	7,784				98,863
Water Disposal & SWD	55,387	43,776	8,428	8,428	4,214	4,214	4,214	4,214	4,214	4,214	4,214				90,130
Land, Lease & Royalties	-	-	21,090	21,090	10,545	10,545	10,545	10,545	10,545	10,545	10,545				115,998
Other / Miscellaneous	-	25,488	1,877	1,877	939	939	939	939	939	939	939				35,813
Environmental & Waste	-	-	39,900	39,900	19,950	19,950	19,950	19,950	19,950	19,950	19,950				219,452
Insurance & Benefits	526	-	-	-	-	-	-	-	-	-	-				-
Total Past Due Vendor Payments	**$ 61,914**	**$ 92,210**	**$ 297,785**	**$ 297,785**	**$ 128,102**	**$ 128,102**	**$ 128,102**	**$ 128,102**	**$ 128,102**	**$ 128,102**	**$ 128,102**	**$ -**	**$ -**	**$ -**	**$ 1,584,493**
4. CURRENT VENDOR WEEKLY SPEND															
Freshwater/SWD/Disposal	61,765	35,031	67,711	71,951	73,542	75,563	79,237	80,701	77,726	78,887	70,995	77,965	77,965	65,269	932,542
Propane	4,757	10,019	3,276	3,482	3,558	3,656	3,834	3,905	3,761	3,817	3,435	3,772	3,772	3,158	53,447
Equipment Rental	13,936	19,873	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	133,873
Safety Expenses	7,507	35,514	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	71,514
Supplies	21,698	50,100	16,382	17,408	17,792	18,281	19,170	19,524	18,805	19,086	17,176	18,862	18,862	15,791	267,239
Vehicle Maintenance/Repairs	12,364	7,622	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	235,622
Uniforms	-	-	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Tires	20,043	-	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000
Advertising	-	-	500	500	500	500	500	500	500	500	500	500	500	500	6,000
IT Outsourcing	18,608	30,996	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	78,996
Contract labor	-	-	6,650	6,650	6,650	6,650	6,650	6,650	6,650	6,650	6,650	6,650	6,650	6,650	79,800
Bank Fees	-	-													-
Total Weekly Vendor Spend	**$ 160,679**	**$ 189,155**	**$ 156,518**	**$ 161,991**	**$ 164,043**	**$ 166,650**	**$ 171,392**	**$ 173,280**	**$ 169,442**	**$ 170,940**	**$ 160,757**	**$ 169,749**	**$ 169,749**	**$ 153,367**	**$ 2,177,033**

Warrior Technologies, LLC
(dba Lobo Trucking)
13-Week DIP Cash Flow Forecast

6/23/26

	Actual	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Forecast
	Week 4	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 13
Line Item	6/8/2026	6/15/2026	6/22/2026	6/29/2026	7/6/2026	7/13/2026	7/20/2026	7/27/2026	8/3/2026	8/10/2026	8/17/2026	8/24/2026	8/31/2026	9/7/2026	Total
	6/8/2026	6/15/2026	6/22/2026	6/29/2026	7/6/2026	7/13/2026	7/20/2026	7/27/2026	8/3/2026	8/10/2026	8/17/2026	8/24/2026	8/31/2026	9/7/2026	6/15/2026
	6/14/2026	6/21/2026	6/28/2026	7/5/2026	7/12/2026	7/19/2026	7/26/2026	8/2/2026	8/9/2026	8/16/2026	8/23/2026	8/30/2026	9/6/2026	9/13/2026	9/13/2026
5. CHAPTER 11 / BANKRUPTCY EXPENSES															
Utility and Vendor Deposits	-	25,000	-	-	-	-	-	-	-	-	-	-	-	-	25,000
Trustee Fees	-	-	-	-	-	-	77,000	-	-	-	-	-	-	-	77,000
Case Related Expenses (Professional Fees)	-	168,000	68,000	68,000	68,000	68,000	68,000	68,000	68,000	68,000	68,000	68,000	68,000	68,000	984,000
CFI DIP Facility Annual Fee	-	180,025	-	-	-	-	-	-	-	-	-	-	-	-	180,025
CFI DIP Facility Administration Fee	-	-	-	20,000	-	-	-	20,000	-	-	-	-	20,000	-	60,000
CFI DIP Interest Expense	-	-	-	20,000	-	-	-	40,000	-	-	-	-	60,000	-	120,000
CFI Facility Unused Line Fee	-	-	-	10,000	-	-	-	10,000	-	-	-	-	10,000	-	30,000
CCG DIP Interest Expense	-	-	-	20,084	-	-	-	40,169	-	-	-	-	44,745	-	104,997
CCG Ad Protect - Int Only			-	132,058	-	-	-	132,058	-	-	-	-	132,058	-	396,174
CFI Ad Protect - Int Only			-	190,000	-	-	-	170,000	-	-	-	-	150,000	-	510,000
Mobilease Ad Protect - Depr & I			-	175,921	-	-	-	175,921	-	-	-	-	175,921	-	527,764
All Other PMSI Secured - Int only	-	-	-	53,903	-	-	-	53,903	-	-	-	-	53,903	-	161,708
Total Chapter 11 / Bankruptcy Expenses	**$ -**	**$ 373,025**	**$ 68,000**	**$ 689,966**	**$ 68,000**	**$ 68,000**	**$ 145,000**	**$ 710,050**	**$ 68,000**	**$ 68,000**	**$ 68,000**	**$ 68,000**	**$ 714,627**	**$ 68,000**	**$ 3,176,667**
6. CASH SUMMARY															
Total Cash Outflows	**$ 1,185,256**	**$ 1,330,501**	**$ 1,565,769**	**$ 1,449,024**	**$ 2,658,573**	**$ 547,255**	**$ 1,660,781**	**$ 1,306,543**	**$ 1,428,023**	**$ 1,159,731**	**$ 1,542,839**	**$ 426,042**	**$ 2,069,574**	**$ 384,737**	**$ 18,714,649**
Net Operating Cash Flow (pre-financing)	**(496,624)**	**(488,979)**	**(528,269)**	**(346,543)**	**(1,531,717)**	**610,558**	**(446,662)**	**(69,999)**	**(237,061)**	**49,025**	**(455,007)**	**768,576**	**(874,955)**	**615,344**	**(5,200,488)**
Beginning Cash Balance	$ 172,349	405,309	96,355	100,000	100,000	100,000	710,558	263,896	193,896	100,000	149,025	100,000	868,576	100,000	22,002
Cash Available Before DIP Draw	***(324,275)***	***(83,670)***	***(431,913)***	***(246,543)***	***(1,431,717)***	***710,558***	***263,896***	***193,896***	***(43,164)***	***149,025***	***(305,983)***	***868,576***	***(6,378)***	***715,344***	***(5,178,485)***
Minimum Cash Required (covenant)	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Cash Shortfall vs. Minimum	424,275	183,670	531,913	346,543	1,531,717	-	-	-	143,164	-	405,983	-	106,378	-	
DIP Draw (capped at capacity)	729,479	-	531,913	346,543	1,531,717	-	-	-	143,164	-	405,983	-	106,378	-	5,475,762
Cumulative DIP Drawn	**2,410,064**	**2,410,064**	**2,941,978**	**3,288,520**	**4,820,237**	**4,820,237**	**4,820,237**	**4,820,237**	**4,963,401**	**4,963,401**	**5,369,384**	**5,369,384**	**5,475,762**	**5,475,762**	**5,475,762**
Remaining DIP Capacity	**3,189,936**	**3,189,936**	**2,658,022**	**2,311,480**	**779,763**	**779,763**	**779,763**	**779,763**	**636,599**	**636,599**	**230,616**	**230,616**	**124,238**	**124,238**	**124,238**
Adjust	105	180,025													418,067
Ending Cash Balance	**405,309**	**96,355**	**100,000**	**100,000**	**100,000**	**710,558**	**263,896**	**193,896**	**100,000**	**149,025**	**100,000**	**868,576**	**100,000**	**715,344**	**715,344**