FILED
1/28/25 5:26 pm
CLERK
U.S. BANKRUPTCY
COURT - WDPA

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re:	**Case No.: 25-70001-JAD**
WILSON CREEK ENERGY, LLC, ***et al.,*** [1]	**Chapter 11**
Debtors.	***Jointly Administered***
WILSON CREEK ENERGY, LLC, ***et al.,***	**Doc. No.:** 194
Movant,	**Related to Doc. Nos. 27, 49, 59, 60 and 86**
v.	**Hearing Date: January 28, 2025**
NO RESPONDENT.	**Hearing Time: 10:00 AM (EST)**
	Response Deadline: January 21, 2025 [2]

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS USE OF CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) APPROVING ADEQUATE PROTECTION, (V) MODIFYING THE AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

Upon consideration of the motion dated January 6, 2025 (the "DIP Motion")[3] of the above-captioned debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), the Debtors seek entry of an order (this "Final DIP Order") pursuant to sections 105, 361, 362, 363, 364(c)(l), 364(c)(2), 364(c)(3), 364(d), 364(e), and 507 of

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are: Wilson Creek Energy, LLC (6202); Wilson Creek Holding, Inc. (7733); Maryland Energy Resource, LLC (5299); Mincorp Acquisition Corp. (4858); Mincorp Inc. (5688); PBS Coals, Inc. (2413); Roxcoal, Inc. (3768); Quecreek Mining, Inc. (1745), Croner, Inc. (0529); Elk Lick Energy, Inc. (8551); and Corsa Coal Corp. (0027). The Debtors' address is 1576 Stoystown Road, Friedens, Pennsylvania 15541.

[2] The response deadline was extended to January 24, 2025 for the United States Trustee and Official Committee of Unsecured Creditors.

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the DIP Motion.

chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 4001-2 of the Local Rules for the United States Bankruptcy Court for the Western District of Pennsylvania (the "Local Rules"), for, *inter alia*:

i. Approval of the DIP Facility: The Debtors, as borrowers, seek authority to obtain senior secured post-petition financing on a superpriority priming basis in the aggregate principal amount of up to $15,000,000.00 (the "DIP Facility"), with all extensions of credit and amounts made or deemed to be made under the DIP Facility (the "DIP Loans") subject to the terms and conditions of this Final DIP Order and the "Material Terms of the DIP Facility" set forth below:

ii. Use of DIP Facility: The Debtors, seek authority to use proceeds of the DIP Facility for (a) fees, costs, and expenses (including any fees, costs, and expenses related to the DIP Facility) in relation to the Chapter 11 Cases, and (b) working capital and other general corporate purposes of the Debtors, and in accordance with this Final DIP Order, any other Orders of the Court, and the Budget (as defined herein);

iii. Approval of Proposed Priority of DIP Liens and Grant of Superpriority Expense Claim: The Debtors seek the grant to the DIP Lender on account of the DIP Facility and all obligations owing thereunder (collectively, the "DIP Obligations") automatically perfected first priority senior security interests in and liens on all of the DIP Collateral (as defined herein), including all property constituting "cash collateral" as defined in section 363(a) of the Bankruptcy Code, which liens shall be on the terms set forth in this Final DIP Order, as well as allowed superpriority administrative expense claim status for the DIP Lender in each of the Chapter 11 Cases of the Debtors and any cases or cases under Chapter 7 of the Bankruptcy Code in the event of the conversion of any of the Chapter 11 Cases (the "Successor Cases"), all of which would be subject only to the Carve-Out (as defined herein);

iv. Authorization to Pay Fees and Expenses Related to the DIP Facility: The Debtors seek authorization to pay the principal, interest, fees, expenses and other amounts payable in connection with the DIP Facility as such become earned, due and payable, including, without limitation, Commitment fees, Exit Fees, the reasonable fees and expenses of the DIP Lender's attorneys, advisors, accountants and other consultants, all to the extent provided in this Final DIP Order;

v. Use of Cash Collateral: The Debtors seek authority to continue use of cash collateral;

vi. Provision of Adequate Protection. The Debtors seek authority to provide holders of secured claims in their assets adequate protection as provided in this Final DIP Order, including in the form of replacement liens for any and all diminution in value of the Prepetition Collateral from and after the Petition Date for any reason, including, without limitation, any such diminution resulting from (i) the use of cash collateral, (ii) the priming of any security interests in and liens on any of the Prepetition Collateral (including by the Carve-Out) by the DIP Liens (as defined herein) pursuant to this Final DIP Order, (iii) the use, sale, or lease of the Prepetition Collateral, and (iv) the imposition of the automatic stay under section 362(a) of the Bankruptcy Code;

vii. Modification of the Automatic Stay: The Debtors seek to vacate and/or modify the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Final DIP Order;

viii. Waiver of Stay: The Debtors seek to waive any applicable stay with respect to effectiveness and enforceability of this Final DIP Order (including under Bankruptcy Rule 6004); and

ix. Additional Relief: The Debtors request such other and further relief as is just and proper and in furtherance of the relief sought in the DIP Motion.

The Court having considered the DIP Motion, the exhibits attached thereto, the *Declaration of Kevin Harrigan President and Chief Executive Officer of Wilson Creek Energy, LLC and its Affiliated Debtors in Support of Chapter 11 Petitions and Various First Day Applications and Motions* (the "First Day Declaration")[4], and any other evidence submitted and arguments made at the final hearing held on January 28, 2025 (the "Final Hearing"); and notice of the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Local Rules; and the Final Hearing having been held and concluded; and all objections, if any, to the final relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the final relief requested in the DIP 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, their creditors and equity holders, 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 DIP Lender had no prior relationship or ownership interest in the Debtors prior to the Petition Date; and it appearing that the Debtors' request for the DIP Facility is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and

[4] As amended by the *Amended Declaration of Kevin Harrigan, President and Chief Executive Officer of Wilson Creek Energy, LLC and its Affiliated Debtors in Support of Chapter 11 Petitions and Various First Day Applications and Motions* (Doc. No. 51-1).

sufficient cause appearing therefor; ***the Court makes the following findings of fact and conclusions of law*:**[5]

A. **Petition Date**. On January 6, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Western District of Pennsylvania (the "Court") thereby commencing these Chapter 11 Cases.

B. **Debtors in Possession**. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed for any Debtor.

C. **Jurisdiction and Venue: Core Proceeding**. This Court has jurisdiction over these Chapter 11 Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. This is a "core" proceeding pursuant to 28 U.S.C. § 157(b). Venue for these Chapter 11 Cases and the proceedings on the DIP Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. The controlling statutory bases for the relief sought herein are sections 105, 361, 362, 263, 364, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and the applicable Local Rules.

D. **Committee Formation**. On January 17, 2025, the United States Trustee for the Western District of Pennsylvania (the "U.S. Trustee") filed an *Appointment of Official Committee of Unsecured Creditors* (Doc. No. 122) and an *Amended Notice of Appointment of Official Committee of Unsecured Creditors* (Doc. No. 130) on January 21, 2025, in these Chapter 11 Cases

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

pursuant to section 1102 of the Bankruptcy Code, thereby appointing a two member committee (the "Committee").

E. **Notice**. Notice of the DIP Motion and Final Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and as otherwise ordered by the Court, and no other or further notice of the DIP Motion with respect to the relief requested at the Final Hearing or the entry of this Final DIP Order is required.

F. **Findings Regarding Corporate Authority**. Each Debtor has all requisite corporate power and authority to seek the relief sought in the DIP Motion, stipulate to certain facts set forth herein and otherwise perform its obligations hereunder.

G. **Debtors' Stipulations**. After consultation with their attorneys and financial advisors, and without prejudice to the rights of the Committee or other parties in-interest as set forth in paragraph 34 herein, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree as follows (paragraphs G(i) through G(iv) below are referred to herein, collectively, as the "Debtors' Stipulations"):

i. Prior to the Petition Date, the Debtors granted or pledged security interests in (i) substantially all of their personal property (subject to certain permitted encumbrances) to KeyBank National Association ("KeyBank") as an eligible lender under the Main Street Lending Program, including all cash and deposit accounts, all accounts receivable (subject to subordination and release of certain accounts receivable purchased by LSQ), all inventory, including all as-extracted coal, all equipment (other than certain titled equipment and vehicles and/or equipment leased to the Borrowers), all investment property, and all other goods, and all proceeds of the foregoing (collectively, the "KeyBank Collateral"), (ii) certain accounts receivable ("LSQ Collateral") to LSQ Funding Group, L.C. ("LSQ"), pursuant to an LSQ account sale agreement (the "LSQ

Customer Account Sale Agreement"), (iii) four trailers to R&D Svonavec Ventures, LLC ("R&D"), (iv) a CAT 785C Haul Truck, a Terex O&K Excavator, and three CAT 777F Haul Trucks to Bill Miller Equipment Sales ("Miller Equipment"), (v) a CAT 980M wheel loader to Cleveland Brothers Equipment ("Cleveland Brothers"), and (vi) a Sub Fine 325 Sludge Separation Unit (the "Alliance Collateral") to Prime Alliance Bank, as assignee from Wingspire Equipment Finance ("Alliance")(collectively, the "Identified Prepetition Secured Lenders").

ii. As of the Petition Date, the aggregate outstanding principal balance owed to KeyBank was $16,345,848.11, together with all accrued and unpaid pre-petition interest, fees, costs expenses and other amounts owed to KeyBank (the "KeyBank Debt"). As of the Petition Date, the aggregate outstanding principal balance owed to Identified Prepetition Secured Lenders other than KeyBank is $4,768,794.38, resulting in a total of $21,114,642.49 for all Identified Prepetition Secured Lenders (the "Prepetition Loan Obligations"). As of the Petition Date, KeyBank has a security interest in all of the Debtors' cash collateral, as defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral").

iii. The Debtors stipulate that as of the Petition Date KeyBank had valid, perfected and first priority liens on and security interests in the KeyBank Collateral. The other Identified Prepetition Secured Lenders likewise appear to have valid fully perfected liens on their respective collateral. The liens of KeyBank and the other Identified Prepetition Secured Lenders are collectively referred to as the "Prepetition Liens".

iv. The Debtors stipulate that pursuant to that certain Security Agreement (Account) by and between Debtor Wilson Creek Energy, LLC ("Debtor WCE") and Indemnity National Insurance Company ("INIC") dated March 31, 2020 and that certain Account Control Agreement dated April 9, 2020 between Debtor WCE, INIC and Morgan Stanley Smith Barney, LLC

("Morgan Stanley"), Debtor WCE granted a first lien security interest to INIC (the "INIC Lien") in and to all of Debtor WCE's right, title and interest in, to and under that certain account maintained by INIC at Morgan Stanley bearing account number XXX-XXX017) (the "INIC Collateral Account") to secure WCE's obligations under that certain Surety Bond Agreement by and between WCE and INIC dated March 17, 2020, as amended on December 8, 2023 (collectively, the "INIC Surety Agreement").

v. As part of the adequate protection afforded under this Final DIP Order to the Identified Prepetition Secured Lenders, the Debtors shall not challenge, and no portion of the DIP Facility proceeds (and in the case of Key Bank, no cash collateral) shall be used by the Debtors, to challenge the validity, enforceability, priority or any other aspect of the Prepetition Liens of any of the Identified Prepetition Secured Lenders.

H. **Prepetition Liens**. Nothing herein shall constitute a finding or ruling by this Court that any alleged prepetition lien or security interest is valid, senior, enforceable, prior, perfected, or non-avoidable.

I. **Findings Regarding the DIP Loans and Need to Use Cash Collateral**.

i. *Request for Postpetition Financing*. The Debtors have requested authority to enter into the DIP Facility and use Cash Collateral on terms described herein to administer their Chapter 11 Cases and fund their operations, including, without limitation the Material Terms of the DIP Facility set forth below.

ii. *Need for Postpetition Financing and Use of Cash Collateral*. The Debtors have an immediate and ongoing need to use the Cash Collateral on a final basis and to obtain credit on a final basis by way of the DIP Facility in order to, among other things, administer and preserve the value of their estates and avoid a potential closure. The ability of the Debtors to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, and otherwise finance their operations in an attempt to maximize recoveries for creditors requires the availability of working capital from the DIP Facility and the use of the Cash Collateral, the absence of either of which would immediately and irreparably harm the Debtors, their estates, and parties-in-interest and potential recoveries for creditors. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business without the DIP Facility and authorized use of the Cash Collateral.

iii. *Material Terms of the DIP Facility*. The following Material Terms of the DIP Facility were negotiated by and between the Debtors and the DIP Lender:

1. DIP LENDER(S):	KIA II LLC
2. BORROWERS:	The Debtors
3. PURPOSE OF LOAN:	To fund formal restructuring proceedings for the Debtors, which include the commencement of chapter 11 proceedings in the United States and a recognition CCAA proceeding in Canada.
4. AMOUNT OF DIP FACILITY	$15 million in the aggregate. (a) Interim DIP Loan: $10.5 million (b) Final DIP Loan: $4.5 million The form and substance of both the Interim DIP Order and the Final DIP Order shall be satisfactory to the DIP Lender in its discretion. The Interim DIP Loan was funded on January 8, 2025. The Final DIP Loan will be available to be funded on the Closing Date, if necessary. Closing Date: The date on which the Bankruptcy Court enters the Final DIP Order.
5. TYPE OF LOAN:	The Debtors shall obtain secured post-petition financing on a superpriority basis consisting of a secured, non-revolving line of credit facility in the aggregate principal amount of up to $15 million consisting of all new money loans.
6. COLLATERAL AND LIEN PRIORITY:	DIP Lender shall hold automatically perfected first priority liens on and against substantially all of the Debtors' assets, but excluding Avoidance Actions, as defined below, including, without limitation, all real and personal property, whether now existing or hereafter acquired or arising, subject only to the Carve-Out and Permitted Encumbrances, as well as all property constituting "cash collateral" as defined in section 363 of the Bankruptcy Code. Notwithstanding the automatic perfection upon entry of this Final DIP Order, the DIP Lender shall have the right to file mortgages, UCC-1s and other documents of perfection in its discretion notwithstanding the automatic stay and the Debtors shall secure authority to cooperate in that regard and do so in good faith.

	All obligations under the DIP Facility shall be secured by a valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically, and properly perfected first priority lien (except as otherwise provided herein) on, and security interest in, all assets and property of the Debtors, real or personal, tangible or intangible, wherever located and whether now owned or hereafter acquired, including without limitation, all tangible and intangible prepetition and postpetition property in which the Debtors have an interest, whether now existing or hereafter acquired and all proceeds thereof. For avoidance of doubt, subject to the agreed upon Allocation with the Committee, the DIP Collateral shall include proceeds from all Avoidance Actions, as defined below. The DIP Collateral is more completely defined herein this Final DIP Order.
7. SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIM.	On account of the DIP Facility and all obligations owing thereunder, the DIP Lender shall hold a superpriority administrative expense claim in these Chapter 11 Cases, with priority senior to all other administrative claims in these Chapter 11 Cases, subject only to the Carve-Out.
8. USE OF PROCEEDS.	The Debtors may use the DIP Loans exclusively for (a) working capital; (b) permitted payment of costs of administering the Chapter 11 Cases (including, without limitation, the estate professional fees and expenses set forth in the Budget and embodied in the Carve-Out (defined below)); (c) payment of such other prepetition obligations as set forth in the Budget or otherwise approved by the DIP Lender in its reasonable discretion, and as approved by the Court; (d) payment of interest, fees, expenses and other amounts (including legal and other professionals' fees and expenses of the DIP Lender) owed the DIP Lender pursuant to this Final DIP Order; and (e) other general corporate purposes of the Debtors permitted by the Budget.
9. BUDGET	The Debtors shall provide a copy of the Final DIP Budget to the DIP Lender for its review and approval prior to the Final Hearing. There shall be permitted and agreed upon inflow and outflow variances during reporting periods. The Debtors shall be subject to the Final DIP Budget. As a condition to further funding, prior to the entry of this Final DIP Order, the DIP Lender received rolling weekly budgets that commenced with the week during which the hearing to approve the Interim DIP Order was scheduled, containing line items of sufficient detail to reflect the projected receipts, projected disbursements, and projected professional fee accruals of the Debtors, along with all other expenses related to the administration of the Chapter 11 Cases for such period, which budget shall otherwise be in form and substance satisfactory to the DIP Lender, in its sole discretion (such budget, as supplemented in accordance with the Interim DIP Order and this Final DIP Order, the "**Budget**"). The Debtors shall be permitted to operate in accordance with the Budget, subject to a variance covenant testing (excluding professional fees).
10. MATURITY DATE:	The DIP Facility shall mature on the earliest to occur of: (a) March 18, 2025; (b) the closing of the sale of substantially all of the Debtors' assets; (c) the effective date of a confirmed Acceptable Plan, or (d) the date of acceleration of the DIP Loans or termination by the DIP Lender following an Event of Default. **Acceptable Plan** - A plan of reorganization for the Debtors that either (a) provides for the payment in full of all Obligations hereunder, (b) contains customary releases

	for DIP Lender and KeyBank and exculpations for DIP Lender as of the effective date of the Plan of the DIP Lender and its principals, employees, agents and professionals (in their capacity as such) for any matters arising out of or relating to the Debtors, their estates, or the Chapter 11 Cases, and (c) is otherwise acceptable to the DIP Lender and KeyBank each in its sole discretion.
11. TREATMENT OF DIP OBLIGATIONS:	The DIP Lender, in its sole discretion, may credit bid all or a portion of the DIP Facility in the event of the sale(s) of any portion or all of the Debtors' assets. This option does not reduce or otherwise modify the Debtors' obligation to repay any *drawn but not credit bid* portion of the DIP Facility if the DIP Lender elects to credit bid.
12. INTEREST RATE:	**Interest Rate**: 13.5% per annum payable monthly in kind and capitalized as principal each month. **Default Rate**: 15% per annum **Calculation of Interest**. All interest hereunder shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).
13. FEES:	**Commitment Fee**: DIP Lender will be entitled to a fee equal to five percent (5%) of the DIP Loan Commitment, which shall be fully earned upon entry of the Interim DIP Order and payable on the Closing and funding date of the DIP loan. **Exit Fee.** DIP Lender will be entitled to a fee equal to five percent (5%) of the DIP Loan Commitment, which shall be fully earned upon entry of the Interim DIP Order and payable when the DIP Facility is paid in full or is otherwise accelerated due to an Event of Default, or any portion of the DIP Facility is paid and permanently reduced.
14. EVENTS OF DEFAULT:	a. Debtors' failure to pay any principal or interest when due or the failure of the Debtors to pay any other amount payable hereunder within five (5) business days of the date when due; b. Debtors' failure to provide to the DIP Lender prior to the Final Hearing on the DIP Motion a cash flow forecast, in form and substance reasonably acceptable to the DIP Lender (as amended, extended, varied, supplemented, or otherwise modified from time to time), that shall set forth in reasonable detail (x) all receipts and disbursements of the Borrower on a weekly basis and (y) all receipts and disbursements of the Debtors on a cumulative basis through such DIP Budget. Thereafter, the Debtors shall provide to the DIP Lender each week an updated budget and variance reports showing unfavorable variances as described in the Final DIP Order. This Event of Default is curable within three (3) business days of the Debtors' receipt of a Notice of Default. c. Debtors' failure to meet the Milestones, unless otherwise agreed upon by the DIP Lender. d. Debtors' failure to use all the DIP Loan proceeds in a manner consistent with the Final DIP Order and maintain accurate accounting of the same and such event of default remains unremedied for a period of fifteen (15) days after the earlier of the date on which the default first became known to any officer of the Debtors or the date on which the Notice of Default is delivered.

	e. Debtors' failure to comply with the Final DIP Order. f. The appointment of a chapter 11 trustee, an examiner with expanded powers, conversion of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or dismissal of the Chapter 11 Cases. g. The Final DIP Order is amended, vacated, modified in a material respect, or otherwise no longer in full force and effect, without the prior written consent of the DIP Lender. h. An event impairing or causing the DIP Lender to be unable to credit bid amounts advanced to the Debtors under the DIP Facility in the event of one or more sales, provided, however, such Event of Default may be cured if such rights are reinstated prior to the sales.
15. DEFAULT NOTICE AND DEBTORS' RIGHTS RELATING THERETO	Upon the occurrence and continuance of any Event of Default, the DIP Lender may (notwithstanding the provisions of Section 362 of the Bankruptcy Code and without application or motion to, or order from, the Bankruptcy Court), subject to the terms, conditions and provisions of the Final DIP Order, declare the commitment to fund under the DIP Facility to be terminated forthwith, following which Default Notice Period the commitment shall immediately terminate, and/or, by notice to the Debtors, declare its DIP Loans, with accrued interest thereon, and all other obligations owed to the DIP Lender to be due and payable, whereupon the same shall immediately become due and payable. Upon the occurrence and during the continuance of any uncured Event of Default, subject to the terms of the Final DIP Order, and subsequent to the expiration of the cure period, the automatic stay is lifted and the DIP Lender may exercise all of its rights and remedies set forth in the Final DIP Order, in addition to all rights and remedies allowed under any applicable law, including the Uniform Commercial Code. The DIP Lender shall not have any obligation of any kind to make a motion or application to the Bankruptcy Court to exercise its rights and remedies; provided however, the Debtors may request on an expedited basis that the automatic stay be continued and/or imposed as to the DIP Lender or any other secured creditor to the extent such parties-in-interest are adequately protected. For the avoidance of doubt, during the Remedies Notice Period, (i) the Debtors shall be permitted to continue to use the proceeds of the DIP Loans solely in the ordinary course of business and to satisfy the Carve-Out, and (ii) the Debtors may seek emergency relief from the Bankruptcy Court during the Remedies Notice Period to challenge any asserted Event of Default, including, without limitation, challenging on the basis that the DIP Lender is adequately protected (without prejudice to the DIP Lender to dispute that and any other argument raised by the Debtors).
16. MILESTONES:	Unless otherwise agreed to in writing by the Lender: (i) On or before the third (3rd) Business Day after the Petition Date, the Interim DIP Order shall have been entered by the Bankruptcy Court, and such order shall not have been reversed, modified, amended, stayed or vacated;

	(ii) On or before the twenty-fifth (25th) day after the entry of the Interim Order, the Final DIP Order shall have been entered, and such order shall not have been reversed, modified, amended, stayed or vacated; (iii) No later than ten (10) days after the Petition Date, the Borrowers shall have filed motions (the "Sale Procedures Motion") seeking an Order authorizing bid and sales procedures towards effectuating a Sales Transaction (the "Sales Procedure Order"). (iv) On or before March 10, 2025, Borrowers shall conduct an auction pursuant to the Sales Procedure Order and shall file with the Court a notice of the final and winning bid; (v) On or before the March 12, 2025, the Court shall have entered an order approving the Sale. (vi) On or before March 18, 2025, the Sales Transaction shall close.
17. REPS AND WARRANTIES:	(a) Each Debtor is duly organized and validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its organization. (b) Subject to the granting of the Final DIP Order, as applicable, the relief sought by the Debtors in the DIP Motion (i) is within the power of the Debtors and have been duly authorized by all necessary corporate and, if required, other organizational approval by the Debtors, (ii) constitutes legal, valid and binding obligations of the Debtors, and (iii) does not require further consent or approval except for approvals, consents, or other actions which have been duly obtained, taken, given or made and are in full force and effect.
18. CONDITIONS TO BORROWING:	(i) The Chapter 11 Cases shall have been filed in the Bankruptcy Court. (ii) The Interim DIP Order shall be in full force and effect, shall not have been reversed, vacated or stayed and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Lender. (iii) The DIP Lender shall have received an initial DIP Budget, in form and substance satisfactory to the DIP Lender in its sole discretion, including as to all assumptions. (iv) No Event of Default shall exist at the time of, or immediately after giving effect to, the making of the Loans.
19. INDEMNIFICATION:	The Debtors shall indemnify the DIP Lender and its affiliates, agents, and/or representatives (the "Indemnified Persons") and hold them harmless from and against all liabilities, claims, and disbursements (including reasonable and documented out-of-pocket costs and expenses) arising out of or relating to the transactions contemplated hereby, except, with respect to any conduct of such Indemnified Person, solely for gross negligence or willful misconduct, and then only to the extent determined by a final, non-appealable order of a court of competent jurisdiction.
20. WAIVERS AND RELATED PROTECTIONS FOR DIP LENDER:	The Final DIP Order shall be in form in substance satisfactory to the DIP Lender and provide the following waivers: (a) Waiver of the automatic stay to the extent necessary to effectuate and/or implement the Final DIP Order;

	(b) Waivers of non-bankruptcy laws relating to perfection and enforcement of DIP Liens; (c) The Final DIP Order shall provide for waivers of the "equities of the case" exception to section 552(b), marshalling, and equitable subordination. (d) The Final DIP Order shall provide for a section 506(c) waiver, (e) Waivers of claims and causes of action against the DIP Lender, its affiliates, and representatives, as are customary to DIP financing under similar circumstances.
21. CARVE OUT	Liens and claims granted by the Final DIP Order shall be subordinate to the following (collectively, the "**Carve Out**"): (a) All fees required to be paid to the Clerk of the Court and the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) plus interest at the statutory rate: (b) Subject to the Budget, all unpaid fees, costs, disbursements, and expenses, incurred or earned by legal counsel and other professionals engaged or retained by the Debtors or the Committee with the approval from the Bankruptcy Court (the "**Carve Out Professionals**"), at any time before or on the Carve Out Trigger, whether allowed by the Bankruptcy Court prior to, on, or after delivery of the Carve Out Trigger Notice in an aggregate amount not to exceed the Post-Carve Out Trigger Notice Amount (to be defined in the Final DIP Order) but an amount not exceeding $300,000).

The Court finds that Debtors and the DIP Lender negotiated the Material Terms of the DIP Facility in good faith and at arms-length. Under the circumstances, and to the avoid immediate and irreparable harm that could result to the Debtors, their estates, their creditors, their employees, and all other stakeholders and parties in interest, the Court finds the Material Terms of the DIP Facility to be fair and reasonable and the relief sought there mandates the granting of the protections for the DIP Lender under sections 363 and 364 of the Bankruptcy Code as set forth in greater detail in this Final DIP Order.

iv. *No Credit Available on More Favorable Terms*. Given the current facts and circumstances surrounding the Debtors and these Chapter 11 Cases, including, without limitation, the Debtors' current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Lender on terms more feasible and favorable than the DIP Facility despite efforts to do so prior to the Petition Date. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) adequate credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. As described in the First Day Declaration, the Debtors have been unable to secure financing on a postpetition basis on better terms than those offered by the DIP Lender but such financing is not available without granting the DIP Lender: (1) perfected priming first security interests in and liens on (each as provided herein) all of the Debtors' existing and after-acquired assets with the priorities set forth below; (2) superpriority claims against all assets of the Debtors; and (3) the other protections set forth in this Final DIP Order.

v. *Priming of the Prepetition Liens*. The DIP Lender's priming of the Prepetition Liens on the collateral identified in Finding (G) above (the "Prepetition Collateral") under the clear and controlling interpretation of section 364(d) of the Bankruptcy Code, as contemplated by the DIP Facility and as further described below, will enable the Debtors to obtain the DIP Facility and to continue to operate their businesses to the benefit of their estates and creditors (including the Identified Pre-Petition Secured Lenders), and enable the Debtors to advance a sale process that is intended to maximize recoveries for all creditors and preserve jobs for the Debtors' employees. Such relief is both appropriate and necessary under the circumstances. Accordingly, as a matter of law and as a result of the priming liens to be granted to the DIP Lender, each Identified Prepetition Secured Lender is eligible to receive adequate protection, as set forth in this Final DIP Order, for any diminution in value of each of their respective interests in the Prepetition Collateral.

vi. *Permitted Encumbrances*. The DIP Lender has agreed that the liens granted pursuant to this Final DIP Order for the DIP Facility shall not prime the preexisting or post-petition liens granted in connection with the LSQ Customer Account Sale Agreement or the Additional Account Sale Agreements (collectively, the "Customer Account Sale Programs"), which liens shall continue to have a first priority in the related accounts associated with the Customer Account Sale Programs.

vii. *Use of Proceeds of the DIP Facility*. As a condition to the extension of credit under the DIP Facility and the authorization to use Cash Collateral, the DIP Lender and the Debtors have agreed, that proceeds of the DIP Facility shall be used, in each case in a manner consistent with the terms and conditions of this Final DIP Order and in accordance with the Budget (as the same may be modified from time to time consistent with the terms of the Final DIP Order),[6] solely for: (a) working capital; (b) permitted payment of costs of administering the Chapter 11 Cases (including, without limitation, the estate professional fees and expenses set forth in the Budget and embodied in the Carve-Out (defined below)); (c) payment of such other prepetition obligations as set forth in the Budget or otherwise approved by the DIP Lender in its reasonable discretion, and as approved by the Court; (d) payment of interest, fees, expenses and other amounts (including legal and other professionals' fees and expenses of the DIP Lender) owed the DIP Lender pursuant to this Final DIP Order; and (e) other general corporate purposes of the Debtors permitted by the Budget. The DIP Lender is relying upon the Budget in providing the DIP Facility and consenting to the terms of this Final DIP Order. All references in this Final DIP Order restricting the use of the Cash Collateral to payment of amounts consistent with the Budget shall mean the most recently approved Budget, subject to the permitted variances described below.

[6] A copy of the Budget is attached hereto as **Exhibit A**.

viii. *Application of Proceeds of the DIP Loans.* As a condition to the extension of credit under the DIP Facility and authorization to use the Cash Collateral, the Debtors and the DIP Lender have agreed that as of and commencing on the date of the Final Hearing, the Debtors shall apply the proceeds of the DIP Collateral (as defined herein) in accordance with this Final DIP Order.

J. **Adequate Protection**. Subject to the provisions of paragraph 34 hereof, the Identified Prepetition Secured Lenders are entitled to receive adequate protection to the extent of any actual diminution in value of their respective interests in the Prepetition Collateral. Pursuant to sections 361, 363 and to the extent applicable section 507(b) of the Bankruptcy Code, as adequate protection,

i. Key Bank shall receive the following: (a) valid, perfected, enforceable mortgages and liens on, and security interests, in the DIP Collateral, subject only to the DIP Liens, including all mortgages, liens and security interests that secure the DIP Facility; (b) KeyBank shall be a consultation party with respect to all aspects of the sale process to be commenced by the Debtors and any order granting a motion for sale and/or bidding procedures shall not be entered without the review and approval of KeyBank, which approval shall not be unreasonably withheld; (c) KeyBank shall be a consultation party with respect to all aspects of the solicitation and confirmation of an Acceptable Plan and any confirmation order shall not be entered without the review and approval of KeyBank, which approval shall not be unreasonably withheld; and (d) KeyBank shall receive, simultaneously with the DIP Lender, all reports, documents, statements, analyses and other information provided to the DIP Lender under this Final DIP Order or otherwise.

ii. the Identified Prepetition Secured Lenders (other than KeyBank) will receive replacement liens on all assets of the Debtors arising or created after the Petition Date, junior to the first priority liens of the DIP Lender and in the order such liens existed as of the Petition Date.

iii. Nothing in this Final DIP Order shall constitute a finding that any other creditor has any interest in any of the Prepetition Collateral.

iv. In the event any creditor is ultimately found to have had an interest in any of the Prepetition Collateral, each will receive adequate protection to the extent of any actual diminution in value of its interests in the Prepetition Collateral in the form of replacement liens having the priority set forth herein on all assets of the Debtors.

v. For avoidance of doubt, all adequate protection liens granted pursuant to this Final DIP Order shall be subject to the Carve-Out, including, without limitation the Professional Fee Weekly Escrow (defined below), which includes funds earmarked for fees and expenses incurred by estate professionals in the Budget and the Carve-Out.

K. **Sections 506(c) and 552(b)**. In light of: (i) the DIP Lender's agreement that its liens and superpriority claims shall be subject to the Carve-Out and the Professional Fee Weekly Escrow, and (ii) the payment of expenses as set forth in the Budget in accordance with and subject to the terms and conditions of this Final DIP Order, the DIP Lender is entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code and entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code.

L. **Good Faith of the DIP Lender**.

i. *Willingness to Provide Financing*. The DIP Lender has indicated a willingness to provide financing to the Debtors subject to the terms set forth in the Material Terms of the DIP

Facility, which include, among other things, (a) entry of this Final DIP Order; (b) approval of the terms and conditions associated with the DIP Facility as set forth herein; (c) satisfaction of the closing conditions described in Material Terms of the DIP Facility; and (d) findings by this Court that the DIP Facility is essential and necessary to the Debtors' estates, that the DIP Lender is extending credit to the Debtors pursuant to this Final DIP Order in good faith, and that the DIP Lender's claims, superpriority claims, security interests and liens and other protections granted pursuant to this Final DIP Order will have the protections provided by section 364(e) of the Bankruptcy Code. Based upon the record presented at the Final Hearing and the facts and circumstances surrounding these Chapter 11 Cases, it is clear that the DIP Facility has been negotiated in good faith and at arm's length between the Debtors and the DIP Lender. The DIP Facility is essential and necessary to the Debtors' estates and finding as such, the liens and protections set forth in this Final DIP Order are mandated under Sections 363 and 364 of the Bankruptcy Code. All of the DIP Obligations and all other liabilities and obligations of the Debtors under this Final DIP Order owing to the DIP Lender shall be deemed to have been extended the DIP Lender in "good faith", as such 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 Lender shall be entitled to the full protection of section 364(e) of the Bankruptcy Code if this Final DIP Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

ii. *Business Judgment and Good Faith Pursuant to Section 364(e)*. The extensions of credit under the DIP Facility, the interest and fees paid and to be paid thereunder, the terms of this Final DIP Order and the terms of adequate protection being afforded to the Identified Prepetition Secured Lenders, are fair, reasonable, and the best available to the Debtors under the circumstances, are appropriate for secured financing to debtors in possession, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration. The terms and conditions of the DIP Facility, this Final DIP Order and the use of Cash Collateral were negotiated in good faith and at arms' length among the Debtors and the DIP Lender, with the assistance and counsel of their respective advisors. Use of the Cash Collateral and the credit to be extended under the DIP Facility shall be deemed to have been allowed, advanced, made, or extended as an exercise of the Debtors' reasoned business judgment and in good faith by both the Debtors and the DIP Lender within the meaning of section 364(e) of the Bankruptcy Code.

M. **Immediate Entry**. Sufficient cause exists for immediate entry of this Final DIP Order pursuant to Bankruptcy Rule 4001(c)(2). Absent the immediate grant by the Court of the final relief sought by the DIP Motion, each Debtor's estate will be immediately and irreparably harmed. The Debtors' obtaining the DIP Facility in accordance with the terms of this Final DIP Order is in the best interests of each Debtor's estate and is consistent with each Debtor's exercise of its fiduciary duties.

N. **Final Hearing**. Notice of the Final Hearing and the relief requested in the DIP Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties-in-interest, including: (i) the Office of the United States Trustee for the Western District of Pennsylvania, Federal Building, 1000 Liberty Avenue, Suite 1316, Pittsburgh, PA 15222; (ii) Counsel for DIP Lender, Michael Shiner (mshiner@tuckerlaw.com) and Beverly Weiss Manne (bmanne@tuckerlaw.com), Tucker Arensberg, P.C., 1500 One PPG Place, Pittsburgh, PA 15222; (iii) all secured creditors; (iv) the Offices of the Attorney's General of the Commonwealth of Pennsylvania and State of Maryland; (v) the thirty (30) largest unsecured creditors for the Debtors on a consolidated basis; (vi) the Debtors' identified, interested taxing authorities, including the Internal Revenue Service; (vii) the Debtors' identified, interested government and regulating entities including the Environmental Protection Agency, Pennsylvania Department of Environmental Protection, and Maryland Department of the Environment; (viii) all respondents and other affected parties as identified by the Debtors; (ix) any party that has requested notice pursuant to Bankruptcy Rule 2002; (x) Counsel for the Committee Thomas Maxson (Thomas.maxson@dentons.com), Dentons Cohen & Grigsby P.C., 625 Liberty Avenue, 5th Floor Pittsburgh, PA 15222; and (xi) any known counsel for (i)-(xi). The Debtors have made reasonable efforts to afford the best notice possible under the circumstances in compliance with Bankruptcy Rules 4001(b) and (c) and applicable Local Rules and no other notice is required in connection with the relief set forth in this Final DIP Order. Based upon the foregoing findings and conclusions, the DIP Motion, the First Day Declaration, and the record before the Court with respect to the DIP Motion, and after due consideration and good and sufficient cause appearing therefor.

IT IS HEREBY ORDERED that:

1. Final Financing Approved. The DIP Motion, the Material Terms of the DIP Facility, the protections afforded the DIP Lender for entering into the DIP Facility and agreeing to extend credit thereunder and the adequate protection for the Identified Prepetition Secured Lenders are granted as set forth herein. The final DIP financing as set forth in this Final DIP Order is authorized and approved, and the use of the Cash Collateral on is also authorized on a final basis, in each case subject to the terms and conditions set forth herein. All objections to this Final DIP Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits in their entirety. Subject to the terms of this Final DIP Order, the rights of all parties in interest to object to the final relief sought by the DIP Motion are reserved in full.

Authorization of the DIP Facility

2. Authorization of the DIP Facility. The DIP Facility is hereby approved on a final basis. The Debtors are hereby authorized to enter into and perform pursuant to the Material Terms of the DIP Facility and this Final DIP Order. The Debtors are expressly and immediately authorized and empowered to execute any documentation required per the Material Terms of the DIP Facility, and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Final DIP Order, the terms and conditions described in the DIP Motion and the Material Terms of the DIP Facility, including, to the extent required by the DIP Lender, the delivery of any instruments, certificates, agreements, mortgages, and documents which may be required or necessary for the performance by the Debtors obligations under the DIP Facility and the creation and perfection of the DIP Liens. The Debtors are hereby authorized and directed to pay, in accordance with this Final DIP Order, the principal, interest, fees, payments, expenses, and other amounts described herein, in the DIP Motion, or in the Material Terms of the DIP Facility as such amounts become earned, due and payable and without need to obtain further Court approval, including closing fees, unused line fees, and the reasonable fees and disbursements of the DIP Lender's attorneys, advisors, accountants, and other consultants incurred in connection with the DIP Loan, whether or not such fees arose before or after the Petition Date. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be applied as required by this Final DIP Order and the Material Terms of the DIP Facility. Actions taken pursuant to this Final DIP Order and the Material Terms of the DIP Facility are enforceable against each of the Debtors and their estates in accordance with their terms.

3. Authorization to Borrow. To prevent immediate and irreparable harm to the Debtors' estates, from the entry of this Final DIP Order through and including the Termination

Date (as defined below), the Debtors shall be deemed to have requested, and the DIP Lender is hereby authorized and directed to immediately make, the Final DIP Loan in the amount of $4.5 million, the proceeds of which shall be used to in accordance with the Budget.

4. DIP Obligations. This Final DIP Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, their estates and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in Successor Cases. Upon entry of this Final DIP Order, the DIP Obligations will include all loans, and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Lender under, or secured pursuant to the Material Terms of the DIP Facility and this Final DIP Order, including all principal, accrued interest, costs, fees, expenses and other amounts. The Debtors shall be jointly and severally liable for the DIP Obligations. On the Termination Date the DIP Obligations shall be due and payable and the use of Cash Collateral shall automatically cease, except as provided in paragraph 31 herein. To the fullest extent permissible under the Bankruptcy Code, no obligation, payment, transfer, or grant of collateral security hereunder (including any DIP Obligation or DIP Liens shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable and/or conflicting law (including under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person, entity or agency, except as set forth in paragraph 34 below.

5. DIP Liens. As security for the DIP Obligations, effective and perfected immediately upon entry of this Final DIP Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, and 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 the possession or control by the DIP Lender of any property, the DIP Lender is hereby granted continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected post-petition first priority liens on, and security interests in (collectively, the "DIP Liens"), all property of the Debtors, including, without limitation, all tangible and intangible prepetition and postpetition property in which the Debtors have an interest, whether real or personal, whether now existing or hereafter acquired and all proceeds thereof, including property of any kind that was subject to valid, perfected, and unavoidable liens in existence immediately prior to the Petition Date, such as the Prepetition Secured Liens (the "DIP Collateral"); provided however, the DIP Liens shall not attach to Avoidance Actions, but only Avoidance Proceeds, as defined below. The DIP Collateral shall include, without limitation, (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including all of the issued and outstanding capital stock of each of its subsidiaries), hedge agreements, furniture, fixtures, equipment (including documents of title), goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial

tort claims, electronic document rights, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, fee interests in real property owned by the Debtors, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all owned real property interests and rights, all interests in real property leases (including, for the avoidance of doubt, any ground leases), interests in metals reserves, real property possession rights, profits in real property, any and all property interests in coal, coal and/or oil and gas leases, minerals (including, but not limited to, rare earth minerals), oil and gas rights, access and production rights, and all proceeds of all such real property or other interests (provided, however, to the extent the imposition of the DIP Liens would create a basis for a non-Debtor party to assert a default or terminate any right, leasehold, or real property interest held by the Debtor, such property and/or interest shall not be part of the DIP Collateral); (c) the Debtors' rights under section 506(c); (d) all Prepetition Collateral, whether or not subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date; and (e) to the extent not otherwise included, all proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rent and profits of, each of the foregoing. Subject to the Allocation described below, the DIP Collateral shall include the proceeds ("Avoidance Proceeds") of claims or causes of action to avoid a transfer of property (or an interest in property) or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including, without limitation, chapter 5 and section 724(a) of the Bankruptcy Code (collectively, the "Avoidance Actions") provided, however, that, notwithstanding anything to the contrary in this Final Order, the liens on Avoidance Proceeds in favor of the DIP Lender shall be subject to an allocation between the DIP Lender and the

Committee, for the benefit of unsecured creditors (the "Allocation"), of fifty percent (50%) in favor of the DIP Lender and fifty percent (50%) in favor of the Committee. Notwithstanding the foregoing or anything to the contrary set forth herein, the DIP Collateral shall not, in any event, include the INIC Collateral Account, or the proceeds and products thereof and all accessions to, substitutions and replacements for, the INIC Collateral Account, and no liens of any kind granted to any party pursuant to this Final DIP Order shall attach to or be secured by the INIC Collateral Account.

6. DIP Lien Priority. The DIP Liens securing the DIP Obligations are valid, automatically perfected, non-avoidable, senior in priority, and superior to any other security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral, except that the DIP Liens shall be subject to the Carve-Out, any Permitted Encumbrances (as defined above) or otherwise described in this Final DIP Order, and the liens of LSQ and Alliance held in the LSQ Collateral and Alliance Collateral, respectively. The DIP Liens shall consist of:

i. Priming DIP Liens on Prepetition Collateral. Valid, binding, continuing, enforceable, and fully perfected, first and senior priority security interests and liens upon all DIP Collateral that is the Prepetition Collateral, which security interests in and liens upon, pursuant to section 364(d)(1) of the Bankruptcy Code, shall be prior and senior in all respects to (i) the security interests and liens in favor of the Identified Prepetition Secured Lenders and any other creditor ultimately found to have an interest in the Prepetition Collateral, except the liens of LSQ and Alliance held in the LSQ Collateral and Alliance Collateral; and (ii) the Prepetition Adequate Protections Liens (as defined herein) with respect to the DIP Collateral.

ii. Unencumbered Property. Pursuant to section 364(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, and fully perfected, first priority security interests and liens upon all prepetition and post-petition property of the Debtors, whether existing on the Petition Date or thereafter acquired that, on or as of the Petition Date (or perfected thereafter as permitted by section 546(b) of the Bankruptcy Code) or the date acquired (if acquired after the Petition Date) is not subject to a properly perfected, valid, enforceable and unavoidable lien (collectively, the "Unencumbered Property").

iii. DIP Liens Not Subordinate. Other than as set forth herein, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against any trustee or other estate representative appointed in the Chapter 11 Cases or any trustee and parties to any Successor Cases, and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The DIP Liens shall not be subject to impairment in any manner by sections 506(c), 510, 549 or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens. In no event shall any person who pays (or through the extension of credit to any Debtor, causes to be paid) any of the DIP Obligations be subrogated, in whole or in part, to any rights, remedies, claims, privileges, liens or priorities granted to or in favor of, or conferred upon, the DIP Lender by the terms of this Final DIP Order unless and until the DIP Obligations owed to the DIP Lender have been indefeasibly paid in full in cash.

7. DIP Superpriority Claims. Upon entry of this Final DIP Order, in addition to the DIP Liens granted herein, the DIP Lender is hereby granted, pursuant to section 364(c)(1) of the

Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases of the Debtors and any Successor Cases for any of the Debtors (collectively, the "DIP Superpriority Claim(s)") for all DIP Obligations: (a) subject only to the Carve-Out (which includes protections for the Professional Fee Weekly Escrow), having priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Chapter 11 Cases of the Debtors and any Successor Cases for any of the Debtors, at any time existing or arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 364, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114, and any other provision of the Bankruptcy Code, as provided under section 364(c)(1) of the Bankruptcy Code; (b) which shall at all times be senior to the rights of the Debtors and their estates, and any successor trustee or other estate representative to the extent permitted by law; and (c) shall be payable, solely from the assets of the Debtors. The DIP Superpriority Claims shall for 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 shall be payable from all prepetition and postpetition property of the Debtors.

8. No Obligation to Extend Credit. The DIP Lender shall have no obligation to make any loan or advance, or to issue, amend, renew or extend any letters of credit or bankers' acceptance pursuant to the Material Terms of the DIP Facility and this Final DIP Order, unless all of the conditions precedent to the making of such extension of credit or the issuance, amendment, renewal, or extension of such letter of credit or bankers' acceptance have been satisfied in full or waived by the DIP Lender in accordance with the terms of this Final DIP Order.

9. Use of Proceeds of DIP Facility. From and after the Petition Date, the Debtors shall use advances of credit under the DIP Facility, in accordance with the Budget (subject to such variances as set forth below), only for the purposes specifically set forth in this Final DIP Order, and in compliance with the terms and conditions in this Final DIP Order.

Authorization to Use Cash Collateral

10. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Final DIP Order, and in accordance with the Budget, the Debtors are authorized to use the Cash Collateral until the earlier of the DIP Termination Date or the Maturity Date; *provided, however*, that during the Remedies Notice Period (as defined herein), the Debtors may use the Cash Collateral and the DIP Facility's already advanced proceeds in accordance with the terms of this Final DIP Order, solely to pay necessary expenses set forth in the Budget to avoid immediate and irreparable harm to the Debtors' estates or as otherwise agreed by the DIP Lender in its sole discretion, and the Carve-Out shall be funded following delivery of the Carve-Out Trigger Notice (as defined herein) as provided in paragraph 31 of this Final DIP Order. Nothing in this Final DIP Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Final DIP Order, the DIP Facility, the Material Terms of the DIP Facility, or by subsequent order of this Court.

11. Adequate Protection Liens for Identified Pre-Petition Secured Lenders.

i. *Prepetition Adequate Protection Liens*. Pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Identified Prepetition Secured Lenders against any actual diminution in value of such interests in the

Prepetition Collateral, the Debtors hereby grant the following adequate protection liens (together, the "Prepetition Adequate Protection Liens"):

(a) KeyBank shall receive continuing, valid, binding, enforceable, non-avoidable and automatically perfected postpetition security interests in and mortgages and liens on all DIP Collateral, subject only to the DIP Liens and the Carve-Out, including all mortgages, liens and security interests that secure the DIP Facility; and

(b) the Identified Prepetition Secured Lenders (other than KeyBank,) will receive replacement continuing, valid, binding, enforceable, non-avoidable and automatically perfected postpetition security interests in and liens on all assets of the Debtors arising or created after the Petition Date with the exception or exclusion of Avoidance Actions or proceeds of Avoidance Actions, junior to the first priority liens of the DIP Lender and in the order such liens existed as of the Petition Date;

12. Priority of Prepetition Adequate Protection Liens.

i. The Prepetition Adequate Protection Liens shall be subject to the Carve-Out and the provisions of paragraph 31 as set forth in this Final DIP Order and shall otherwise be junior only to the DIP Liens and DIP Superpriority Claims.

ii. KeyBank's Adequate Protection Replacement Liens on all assets of the Debtors, shall be junior to only the first priority liens of the DIP Lender but subject to the Carve-Out.

13. Subject to paragraph 34 and except as provided herein or in the Material Terms of the DIP Facility, the Prepetition Adequate Protection Liens shall be valid and enforceable against any trustee or other estate representative appointed by the Court in any of the Chapter 11 Cases of the Debtors or any Successor Cases for any of the Debtors, or upon the dismissal of any of the Chapter 11 Cases of the Debtors or any Successor Cases for any of the Debtors.

14. Adequate Protection Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code, to the extent applicable, in the event that the adequate protection provided to the DIP Lender hereunder is insufficient to compensate for any diminution in value of its respective interests in the DIP Collateral during the Chapter 11 Cases of the Debtors or any successor cases for any of the Debtors. The receipt by the DIP Lender of the adequate protection provided herein shall not be deemed an admission that its interests are adequately protected.

Provisions Common to DIP Financing and use of the Cash Collateral

15. Budget. All borrowings under the DIP Facility and all use of the Cash Collateral shall be in compliance with the Budget, as the same may be modified from time to time by the consent of the DIP Lender and the Debtors, subject to the following (the "Permitted Variance"): (a) the actual total cash receipts, determined on a cumulative rolling four-week basis, shall not be less than 80% of the projected total cumulative cash receipts as set forth in the approved Budget for the relevant period of determination, and (b) the actual total disbursements, determined on a cumulative rolling four-week basis, shall not be greater than 110% of the projected disbursements as set forth in the approved Budget for the relevant period of determination (excluding professional fees). The Debtors shall not use any portion of the proceeds of the DIP Facility or any Cash Collateral, directly or indirectly, in excess of the Permitted Variance to the Budget. Any

amendment to the Budget is subject to approval by the DIP Lender, which shall not be unreasonably withheld, and in consultation with the Committee, and shall be filed promptly with the Court, and no such Budget shall authorize any payments on account of any prepetition claim except in accordance with the Budget or as otherwise permitted or required by an order of this Court.[7] With respect to the Allowed Professional Fees (as defined herein) incurred by Case Professionals (as defined herein), each Cash Professional shall use commercially reasonable efforts to record time entries, in accordance with the requirements of the Bankruptcy Code and the guidelines issued by the Office of the United States Trustee. Services rendered by Case Professionals to and for the benefit of the Debtors shall be subject to the Budget approved in this Final DIP Order.

16. Budget Compliance. The Debtors shall at all times comply with the Permitted Variance to the Budget. The Debtors shall continue to provide weekly tests to confirm whether the Debtors are within the Permitted Variance, based on the Debtors' performance against Budget during the most recent four-week period. The Debtors shall provide a variance report to the DIP Lender and the Committee by Friday of each week comparing the previous week's budget-to-actuals and shall provide backup information upon request. The Debtors' failure to comply with the Permitted Variance to the Budget or to provide the reports and other information required pursuant to the Material Terms of the DIP Facility shall constitute an Event of Default, following the expiration of any applicable grace period.

17. Modification of Automatic Stay. The automatic stay imposed under section 362(a)(2) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Final DIP Order, including to (a) permit the Debtors to grant the DIP Liens

---

[7] The Budget attached to this Final DIP Order as **Exhibit A-1** has been approved by and is satisfactory to the DIP Lender.

and the DIP Superpriority Claims; (b) permit the Debtors to perform such acts as the DIP Lender may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Lender pursuant to Material Terms of the DIP Facility, the DIP Facility, and this Final DIP Order, as applicable; and (d) authorize the Debtors to pay, and the DIP Lender to retain and apply, payments made in accordance with the terms of this Final DIP Order, the DIP Motion and the Material Terms of the DIP Facility.

18. Perfection of DIP Liens and Adequate Protection Liens. This Final DIP Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Prepetition Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or mortgage) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens and the Prepetition Adequate Protection Liens, or to evidence or entitle the DIP Lenders to the priorities granted herein. Notwithstanding the foregoing, the DIP Lender and KeyBank are authorized to file, in the applicable registries of deeds and other appropriate public records, as it in its sole discretion deems necessary or advisable, (i) notice of this Final DIP Order, and (ii) such financing statements, security agreements, mortgages, notices of liens, and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the DIP Liens, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date; *provided, however*, that no such filing or recordation shall be necessary or required in order to create or perfect the DIP Liens or the Prepetition Adequate Protection Liens. The Debtors are authorized

and directed to execute and deliver promptly upon demand to the DIP Lender all such financing statements, mortgages, notices, and other documents as the DIP Lender may reasonably request. Each of the DIP Lender and KeyBank, in its discretion, may file a photocopy of this Final DIP Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instrument. Provided, however, the DIP Lender's non-filing of such documents shall not elevate the security interests or mortgages of KeyBank if filed under any circumstance.

19. Protections of Rights of the DIP Lender.

i. Unless the DIP Lender shall have provided its prior written consent, or all DIP Obligations have been indefeasibly paid in full in cash and the lending commitments under the DIP Facility have terminated, there shall not be entered in any of the Chapter 11 Cases of the Debtors or any Successor Cases for any of the Debtors any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) 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 or the Prepetition Collateral and/or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, or the DIP Superpriority Claims; (ii) the use of the Cash Collateral for any purpose other than as permitted in this Final DIP Order; or (iii) any modification of any of the DIP Lender's rights under this Final DIP Order with respect any DIP Obligations owed to the DIP Lender.

ii. Until the DIP Obligations have been indefeasibly paid in full in cash, the Debtors shall (i) maintain books, records, and accounts; (ii) reasonably cooperate with, consult with, and provide to the DIP Lender all such information and documents that any or all of the Debtors are obligated to provide under this Final DIP Order; (iii) upon reasonable notice, permit the DIP Lender and its advisors to visit and inspect any of the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour (upon reasonable advance notice and on commercially reasonable terms) the Debtors' business premises and other properties, and to discuss, and provide advice with respect to, their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, independent public accountants, and other professional advisors (other than legal counsel); and (iv) permit the DIP Lender and its advisors to consult with the Debtors' management and advisors on matters concerning the Debtors' businesses, financial condition, sale, operations, and assets.

20. Credit Bidding. Pursuant to Section 363(k) of the Bankruptcy Code, the DIP Lender (either directly or through an acquisition vehicle) may credit bid up to the full amount of the applicable outstanding DIP Obligations, in each case including any accrued and unpaid interest and expenses (each a "Credit Bid") in any sale of any DIP Collateral or Prepetition Collateral, as applicable, whether such sale is effectuated through section 363 or section 1129 of the Bankruptcy Code, by a Chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise. The DIP Lender shall be considered a "Qualified Bidder" with respect to its rights to acquire all or any of the assets by Credit Bid.

21. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in the Chapter 11 Cases of the Debtors or any Successor Cases for any of the Debtors, shall obtain credit or incur debt pursuant

to Bankruptcy Code sections 364(b), 364(c), or 364(d) or in violation of the Material Terms of the DIP Facility at any time prior to the indefeasible repayment in full in cash of all DIP Obligations and the termination of the DIP Lender's obligation to extend credit under the DIP Facility, including subsequent to the confirmation of any plan with respect to any or all of the Debtors and the Debtors' estates, and such facilities are secured by any DIP Collateral, then all the cash proceeds derived from such credit or debt shall immediately be turned over to the DIP Lender to be applied to the DIP Obligations and following indefeasible payment in full in cash of the DIP Obligations.

22. Cash Collection. Unless otherwise agreed to in writing by the DIP Lender, the Debtors shall maintain no accounts except those identified in any cash management order entered by the Court (a "Cash Management Order"). Following the occurrence and during the continuance of an Event of Default, the Debtors and the financial institutions where the Debtors' collection accounts are maintained (including those accounts identified in any Cash Management Order) are authorized and directed to remit, without offset or deduction, funds in such cash collection accounts upon receipt of any direction to that effect from the DIP Lender.

23. Maintenance of DIP Collateral. Until the indefeasible payment in full in cash of all DIP Obligations, all prepetition secured obligations to the Identified Prepetition Secured Lenders, all amounts owed under the Carve-Out, and the termination of the DIP Lenders' obligation to extend credit under the DIP Facility, the Debtors shall: (a) insure the DIP Collateral as required under the DIP Facility; and (b) maintain the cash management system in effect as of the Petition Date, as modified by any Cash Management Order, or as otherwise required by this Final DIP Order.

24. Disposition of DIP Collateral. Until the indefeasible payment in full in cash of all DIP Obligations and the prepetition secured obligations owed to the Identified Prepetition Secured Lenders, the Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral or Prepetition Collateral other than in the ordinary course of business without the prior written consent of the DIP Lender and, after payment in full of all DIP Obligations, KeyBank, except as otherwise ordered by the Court.

25. DIP Termination Date. On the DIP Termination Date: (a) all applicable DIP Obligations shall be immediately due and payable, all commitments to extend credit under the applicable DIP Facility will terminate, other than as required in paragraph 31 with respect to the Carve-Out; (b) all authority to use Cash Collateral shall cease, *provided, however*, that during the Remedies Notice Period (as defined herein), the Debtors continue to have authority to use Cash Collateral and the DIP Facility's already advanced proceeds in accordance with the terms of any order granting the DIP Motion, whether on an interim or final basis, solely to pay necessary expenses set forth in the Budget to avoid immediate and irreparable harm to the Debtors' estates or as otherwise agreed by the DIP Lender in its sole discretion; *provided further* that following delivery of the Carve-Out Trigger Notice, the Debtors shall be entitled to fund the Carve-Out (including the Professional Fee Weekly Escrow) in accordance with paragraph 31 of this Final DIP Order; and (c) upon the expiration of the Remedies Notice Period, and subject to the abilities of the Debtors and/or Committee to seek the imposition or continuation of the automatic stay, the DIP Lender shall be entitled to exercise rights and remedies in accordance with this Final DIP Order. For the purposes of this Final DIP Order, "DIP Termination Date" shall mean the earliest of: (1) March 18, 2025; (2) conversion of the bankruptcy cases of the Debtors to ones under chapter

7 or dismissal of the case of the Debtors; or (3) the expiration of the Remedies Notice Period after an uncured Event of Default.

26. Events of Default. The occurrence of any of the following events, unless waived by the DIP Lender in writing shall constitute an event of default (an "Event of Default"): (a) Debtors' failure to pay any principal or interest when due or the failure of the Debtors to pay any other amount payable hereunder within five (5) business days of the date when due; (b) Debtors' failure to provide to the DIP Lender prior to the Final Hearing on the DIP Motion a cash flow forecast, in form and substance reasonably acceptable to the DIP Lender (as amended, extended, varied, supplemented, or otherwise modified from time to time), that shall set forth in reasonable detail (x) all receipts and disbursements of the Borrower on a weekly basis and (y) all receipts and disbursements of the Debtors on a cumulative basis through such DIP Budget (and thereafter, following the Final DIP Order the Debtors shall continue to provide to the DIP Lender each week an updated rolling budget and variance reports (which is subject to cure per the Material Terms of the DIP Facility)); (c) Debtors' failure to meet the Milestones, unless otherwise agreed upon by the DIP Lender; (d) Debtors' failure to use all the DIP Loan proceeds in a manner consistent with this Final DIP Order and maintain accurate accounting of the same (and such event of default remains unremedied for a period of fifteen (15) days after the earlier of the date on which the default first became known to any officer of the Debtors or the date on which the Notice of Default is delivered); (e) Debtors' failure to comply with the Final DIP Order; (f) the appointment of a chapter 11 trustee, an examiner with expanded powers, conversion of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or dismissal of the Chapter 11 Cases; (g) the Final DIP Order is amended, vacated, modified, or otherwise no longer in full force and effect, without the prior written consent of the DIP Lender; and (h) an event impairing or causing the DIP Lender

to be unable to credit bid amounts advanced to the Debtors under the DIP Facility in the event of one or more sales (provided, however, such Event of Default may be cured if such rights are reinstated prior to the sales).

27. Case Milestones. The failure of the Debtors to comply with any of the Milestones set forth in the DIP Facility Term Sheet shall (a) constitute an immediate Event of Default under the DIP Facility Term Sheet and this Final DIP Order; (b) subject to the expiration of the Remedies Notice Period (as defined below), result in the automatic termination of the Debtors' authority to use the Cash Collateral under this Final DIP Order; and (c) permit the DIP Lender, subject to both paragraph 31 and the ability of the Debtors or Committee to seek the imposition or continuation of the automatic stay, to exercise the rights and remedies provided for in this Final DIP Order.

28. Rights and Remedies Upon Event of Default. Upon the occurrence of an Event of Default, the DIP Lender shall give written notice of such Event of Default (the "Default Notice") to counsel for the Debtors, counsel to the Committee, counsel for KeyBank, National Association, and to the Office of the United States Trustee (the "Notice Parties") (which notice shall be given by e-mail transmission, the automatic stay being deemed lifted for such purpose to the extent necessary). Upon the delivery of a Default Notice, the Debtors and the DIP Lender consent to a hearing on an expedited basis to consider whether: (i) an Event of Default has occurred; and (ii) any other appropriate relief or remedies (including, without limitation, whether the DIP Lender is adequately protected) on not less than four (4) business days' notice. During the four (4) business days following the date a Default Notice is delivered (such four (4) business day period before referred to as the "Remedies Notice Period"), the Debtors shall continue to have authority to use Cash Collateral and the DIP Facility's already advanced proceeds in accordance with the terms of the Final DIP Order, solely to pay necessary expenses set forth in the Budget to avoid immediate

and irreparable harm to the Debtors' estates. At the end of the Remedies Notice Period, unless and until the Bankruptcy Court has entered an order to the contrary or as otherwise agreed between the Debtors, in consultation with the Committee, and the DIP Lender, the Debtors' rights to use the DIP Facility or cash collateral shall immediately cease, and all cash collateral or proceeds of the DIP Facility shall be held pending further order of the Bankruptcy Court, except as necessary to fund the Carve-Out. Unless the Court orders otherwise for cause shown, the automatic stay in the Chapter 11 Cases otherwise applicable to the DIP Lender is hereby terminated after four (4) business days following the date a Default Notice is delivered (the "Remedies Notice Period"). Unless the Court orders otherwise, the automatic stay, as to the DIP Lender, shall be automatically terminated at the end of the Remedies Notice Period without further notice or order. Except as may be ordered by the Court, upon expiration of the Remedies Notice Period, the DIP Lender shall be permitted to exercise all remedies against the Debtors, as applicable, and as otherwise available at law without further order of or application or motion to the Court consistent with this paragraph of the Final DIP Order; *provided however*, that the DIP Lender shall not have any right to the Carve-Out or the Professional Fee Weekly Escrow. Upon the occurrence and during the continuation of an Event of Default and the expiration of the Remedies Notice Period, the DIP Lender and any liquidator or other professional will have the right to access and utilize, on a royalty-free basis, any trade names, trademarks, copyrights or other intellectual property to the extent necessary or appropriate in order to sell, lease or otherwise dispose of any of the DIP Collateral, including pursuant to any Court approved sale process.

29. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Final DIP Order. The DIP Lender has acted in good faith in connection with this Final DIP Order and is entitled to rely upon the protections granted herein and by section 364(e) of the

Bankruptcy Code. Based on the findings set forth in this Final DIP Order and the record made during 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 DIP Order are hereafter reargued, reconsidered, reversed, modified, amended, or vacated by a subsequent order of this Court or any other court, the DIP Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code to the maximum extent set forth therein. Any such modification, amendment or vacatur shall not affect the extent, validity, perfection, priority, allowability, enforceability or non-avoidability of any advances previously made or made hereunder, or lien, claim or priority granted, perfected, authorized or created hereby, unless such modification, amendment or vacatur pertains to an authorization to obtain credit or incur debt, or to the granting of a priority or lien, that is stayed pending appeal. Any liens or claims granted to the DIP Lender hereunder arising prior to the effective date of any such modification, amendment or vacatur of this Final DIP Order shall be governed in all respects by the original provisions of this Final DIP Order, including to all rights, remedies, privileges and benefits granted herein.

30. DIP and Other Expenses. The Debtors are authorized and directed to pay (a) all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses due and outstanding as of the Petition Date of the DIP Lender related to the DIP Facility and the Chapter 11 Cases. Payment of all such fees and expenses shall not be subject to allowance by the Court. Professionals for the DIP Lender shall not be required to submit invoices in any particular format, however any time that such professionals seek payment of fees and expenses from the Debtors, each professional shall provide copies of its invoices (which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of

such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine) to the U.S. Trustee, and counsel for the Committee contemporaneously with the delivery of such fee and expense statements to the Debtors. Any objections raised by the Debtors, the U.S. Trustee or the Committee with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) days of the receipt of such invoice; if after ten (10) days such objection remains unresolved, it will be subject to resolution by the Court. Pending such resolution, the undisputed portion of any such invoice will be paid promptly by the Debtors. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on any and all reasonable and documented fees, costs, and out-of-pocket expenses of the DIP Lender related to the DIP Facility incurred on or prior to such date without the need for any professional engaged by the DIP Lender to first deliver a copy of its invoice to any other party as provided for herein. No attorney or advisor to the DIP Lender shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court.

31. Carve-Out.

i. As used in this Final DIP Order, the "Carve-Out" means, after delivery of a written notice, delivered by email or U.S. Mail by the DIP Lender to the Debtors, their counsel, the U.S. Trustee, and counsel to the Committee, or any default under the DIP Loan or of the occurrence of the Maturity Date (the "Carve-Out Trigger Notice"), the sum of the following amounts as of the earlier of (a) the day the DIP Lender issues a Carve-Out Trigger Notice, or (b) the Maturity Date: (i) all unpaid professional fees and disbursements incurred by the Debtors and any statutory committees appointed in the Chapter 11 Cases pursuant to sections 327 and 1103 of the Bankruptcy Code for any of their respective professionals retained by order of the Court, which order has not been reversed, vacated or stayed, unless such stay has been vacated (the "Case Professionals") at any time prior to the delivery of the Carve-Out Trigger Notice to the extent allowed by this Court (the "Allowed Professional Fees"), in an aggregate amount not to exceed the amounts set forth in the Budget for Professional Fees prior to the delivery of a Carve-Out Trigger Notice (net of the Professional Fee Weekly Escrow); and (ii) the payment of allowed and unpaid professional fees and disbursements incurred by the Case Professionals following the delivery of the Carve-Out Trigger Notice in an aggregate amount not in excess of $300,000 (the "Wind-Down Carve-Out Amount"), plus (iii) the payment of fees pursuant to 28 U.S.C. § 1930(a) and any fees required to be paid to the Clerk of the Court for the Debtors for the time period beginning on the Petition Date and ending on the Carve-Out effective date, which fees shall not be limited to amounts that may be set forth in the Budget.

ii. Notwithstanding the foregoing, so long as no Carve-Out Trigger Notice has been issued by the DIP Lender, the Debtors shall be permitted to pay compensation and reimbursement of expenses allowed and payable under sections 328, 330 and 331 of the Bankruptcy Code or otherwise budgeted for as part of the Professional Fee Weekly Escrow, but solely to the extent the same are reflected as estimated professional fees and disbursements in the most recent Budget approved by the DIP Lender prior to the delivery of a Carve-Out Trigger Notice, as the same may be due and payable and otherwise allowed and payable by order of the Court, and the same shall not reduce the Wind-Down Carve-Out Amount. The Carve-Out shall not be deemed increased if actual fees of Case Professionals are higher in fact than the estimates provided on the Budget. No portion of the Carve-Out may be used in contravention of the restrictions or the limitations on the use of the Carve-Out set forth in this Final DIP Order.

iii. *Professional Fee Weekly Escrow.* The Budget shall reflect the projected Professional Fees and Expenses for Case Professionals. The DIP Lender consents to the Debtors funding of such fees on a weekly basis commencing the first Budget week following the Petition Date to the Case Professionals, who in turn shall hold such funds in their respective IOLTA or escrow accounts pending entry of an order allowing for application of such amounts to fees for services rendered and expenses incurred. All funds paid into the Professional Fee Weekly Escrow remain subject to the fee application process or other interim compensation procedures established by the Court in these Chapter 11 Cases.

iv. *No Direct Obligation to Pay Professional Fees*. The DIP Lender shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any Case Professionals incurred in connection with these Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Final DIP Order or otherwise shall be construed to obligate the DIP Lender in any way to pay compensation to or to reimburse expenses of any Case Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

v. *Payment of Carve-Out After Carve-Out Trigger Notice*. Any payment or reimbursement made for services rendered on or after the delivery date of the Carve-Out Trigger Notice in respect of any Allowed Professional Fees shall permanently reduce the Wind-Down Carve-Out Amount on a dollar-for-dollar basis. Any funding of the Carve-Out shall be added to and made a part of the DIP Obligations and secured by the DIP

Collateral and otherwise entitled to the protections granted under this Final DIP Order, the Bankruptcy Code and applicable law. Subject to the above, the Debtors are permitted to fund the Professional Fee Weekly Escrow following a Carve-Out Trigger Notice.

32. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve-Out. Except as otherwise set forth in this Final DIP Order, the DIP Facility, the DIP Collateral, the Prepetition Collateral, the Cash Collateral and the Carve-Out may not be used in connection with: (a) except to contest the occurrence of an Event of Default, preventing, hindering, or delaying the DIP Lender's enforcement or realization upon any of the DIP Collateral or Prepetition Collateral; (b) using or seeking to use Cash Collateral except as provided for in this Final DIP Order; (c) selling or otherwise disposing of DIP Collateral without the consent of the DIP Lender; (d) using or seeking to use any insurance proceeds constituting DIP Collateral without the consent of the DIP Lender and KeyBank, provided if DIP Lender consents to the use, the consent of KeyBank shall not be unreasonably withheld; (e) incurring any indebtedness without the prior consent of the DIP Lender; (f) seeking to amend or modify any of the rights granted to the DIP Lender under this Final DIP Order, including seeking to use the Cash Collateral and/or DIP Collateral on a contested basis; (g) subject to a cap of $25,000 (the "Investigation Budget"), investigating, objecting to or challenging in any way the Prepetition Secured Liens, or, as the case may be, Prepetition Collateral, or any other claims or liens, held by or on behalf of the Identified Prepetition Secured Lenders; (h) asserting, commencing, or prosecuting any claims or causes of action whatsoever, including any actions under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions to recover or disgorge payments, against the DIP Lender or any of its affiliates, or their respective agents, attorneys, advisors, professionals, officers, directors, and employees; (i) litigating, objecting to, challenging, or contesting in any manner, or raising any defenses to, the

validity, extent, amount, perfection, priority, or enforceability of any of the DIP Obligations, and/or the DIP Liens; (j) seeking to subordinate, recharacterize, disallow or avoid the DIP Obligations or (k) Debtors challenging the validity, enforceability, priority or any other aspect of the Prepetition Liens of KeyBank; *provided, however,* that, notwithstanding any other provision herein, the Carve-Out and Wind-Down Carve-Out shall not include, apply to, or be available for any fees or expenses incurred by any party in connection with the investigation, initiation, or prosecution of any claims, causes of action, adversary proceedings, or other litigation against the DIP Lender, or any affiliates thereof, or any of its respective officers, directors, employees, agents, advisors, and counsel, including but not limited to challenging the amount, validity, perfection, priority, or enforceability of or asserting any defense, counterclaim or offset to, the obligations and liens and security interests in favor of the DIP Lender. Notwithstanding the foregoing, nothing herein shall preclude or impair the rights of the Debtors and their professionals to advance a sale process in accordance with any procedures or Orders of the Court.

33. Payment of Compensation. Nothing herein shall be construed as a consent to the allowance of any professional fees or expenses or shall affect the right of the DIP Lender to object to the allowance and payment of such fees and expenses. The Debtors shall be permitted to pay fees and expenses allowed and payable by final order (that has not been vacated or stayed, unless the stay has been vacated) under sections 328, 330, 331, and 363 of the Bankruptcy Code, as the same may be due and payable, in accordance with the terms of this Final DIP Order or any other Order of the Court establishing compensation procedures.

34. Effect of Stipulations on Third Parties.

i. The admissions, stipulations, agreements, releases, and waivers set forth in this Final DIP Order, including without limitation paragraph G (collectively, the "Prepetition Lien and Claim Stipulations"), shall be binding upon the estates and all other parties in interest unless:

A. a party-in-interest (including the Committee, or any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) (each, a "Challenge Party") has timely filed an adversary proceeding, contested matter, or motion seeking derivative standing concerning the validity, extent, perfection, priority, or enforceability of the Prepetition Loan Obligations or Prepetition Liens ("Lien Challenge Issues" and, as to a filed document initiating a proceeding, a "Lien Challenge Complaint") (subject to the limitations contained herein, including in this paragraph) within forty-five (45) calendar days following the formation of the Committee (the "Lien Challenge Deadline");

B. a Challenge Party has timely filed an adversary proceeding contested matter, or motion seeking derivative standing concerning any action for avoidance of preferences, fraudulent transfers or conveyances, other avoidance power claims, or any other claims, counterclaims, or causes of action, objections, contests, or defenses of any kind or type whatsoever (other than the Lien Challenge Issues) as to the Identified Prepetition Secured Lenders (the "Non-Lien Challenge Issues" and, as to a filed document initiating a proceeding, a "Non-Lien Challenge Complaint") (subject to the limitations contained herein, including this paragraph) thirty

(30) calendar days after completion of a sale of substantially all of the Debtors' assets (the "Non-Lien Challenge Deadline");

C. *provided* that if a chapter 11 trustee is appointed or the Chapter 11 Cases are converted to chapter 7 prior to the expiration of Lien Challenge Deadline or the Non-Lien Challenge Deadline, the chapter 11 trustee or chapter 7 trustee, as applicable shall have an additional fourteen (14) days to file a Lien Challenge Complaint or Non-Lien Challenge Complaint, as applicable, subject to any further extension by order of the Court;

D. *provided further* that any such period is subject to extension as may be specified by this Court for cause shown, or if the Identified Prepetition Secured Lenders or any one of them, as applicable, agrees in writing to such an extension with respect to any Lien Claims Issues or Non-Lien Challenge Issues against such lender (collectively, "Challenge Issues" and any proceeding initiated by a Lien Challenge Complaint or Non-Lien Challenge Complaint being a "Challenge Proceeding"); or

E. an order is entered and becomes final in favor of the Challenge Party sustaining any such Challenge Proceeding duly made in accordance with the foregoing.

ii. The filing of a motion for derivative standing or other similar relief by the Committee (a "Derivative Standing Motion") shall toll the Lien Challenge Deadline and Non-Lien Challenge Deadline until such time as the Court enters a final order with respect to the Derivative Standing Motion or as the Court may otherwise order.

iii. If no Challenge Proceeding is timely filed in respect of the Prepetition Loan Obligations or Prepetition Liens, then (x) the Prepetition Loan Obligations shall constitute allowed claims, not subject to counterclaim, setoff, subordination, defense, avoidance, impairment, disallowance, recharacterization, reduction, recoupment, recovery, for all purposes in this Bankruptcy Case and any subsequent chapter 7 case, (y) the Prepetition Liens on the Prepetition Collateral securing the Prepetition Loan Obligations shall be deemed to have been, as of the Petition Date, and shall be, legal, valid, binding, perfected and of the priority specified herein, not subject to setoff, subordination, defense, avoidance impairment, disallowance, recharacterization, reduction, recoupment, or recovery, and (z) the Prepetition Loan Obligations, Identified Prepetition Secured Lenders, and the Prepetition Liens on the Prepetition Collateral granted to secure the Prepetition Loan Obligations shall not be subject to any other or further challenge by any party- in-interest (including the Committee), and every party-in-interest (including the Committee) shall be enjoined from seeking to exercise the rights of the Debtors' estates, including any successor thereto (including any estate representative or a chapter 7 or 11 trustee appointed or elected for any of the Debtors).

iv. In the event of a successful Challenge Proceeding, the Court may fashion any appropriate remedy in accordance with applicable law.

35. Indemnification. The Debtors shall indemnify and hold harmless the DIP Lender and its shareholders, directors, members, managers, principals, agents, advisors, officers, subsidiaries and affiliates in such capacity (each, an "Indemnified Person") from and against any and all damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of action, and reasonable costs and expenses incurred, suffered, sustained or required to be paid by an Indemnified Person by reason of or resulting from the DIP Facility, the transactions

contemplated thereby or hereby, or any claim, action, litigation, investigation or proceeding relating to any of the foregoing, whether or not any of such Indemnified Person is a party thereto and whether or not brought by the Borrowers or any other person or entity, except to the extent resulting from the fraud, gross negligence or willful misconduct of such Indemnified Person, as determined by a final non-appealable order of a court of competent jurisdiction.

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

37. Section 506(c) Claims. No costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases at any time shall be charged against the DIP Lender or any of its respective claims, the DIP Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, 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.

38. No Marshaling/Applications of Proceeds. The DIP Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, as the case may be, and proceeds shall be received and applied pursuant to this Final DIP Order notwithstanding any other agreement or provision to the contrary.

39. Section 552(b). The DIP Lender shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the DIP Lender with respect to proceeds, product, offspring or profits of any of the Prepetition Collateral.

40. Limits on Lender Liability. Nothing in this Final DIP Order or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon

the DIP Lender of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Chapter 11 Cases. The DIP Lender shall not, solely by reason of having made loans under the DIP Facility, 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, 42 U.S.C. §§ 9601, *et seq.*, as amended, or any similar federal or state statute). Nothing in this Final DIP Order, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors. The DIP Lender is not a control person or insider of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the DIP Facility.

41. Insurance Proceeds and Policies. Upon entry of this Final DIP Order and to the fullest extent provided by applicable law, the DIP Lender shall be, and shall be deemed to be, without any further action or notice, named as additional insured and lender loss payee on each insurance policy maintained by the Debtors that in any way relates to the DIP Collateral.

42. Joint and Several Liability. Nothing in this Final DIP Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations in accordance with the terms hereof and of the DIP Facility.

43. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Final DIP Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Lender's right to seek any other or supplemental relief in respect of the Debtors; (b) any

of the rights of any of the DIP Lender under the Bankruptcy Code or under non-bankruptcy law, including the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under Chapter 7, or appointment of a Chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Chapter 11 plan or plans; (c) any other rights, claims or privileges (whether legal, equitable or otherwise) of the DIP Lender or (d) the right of KeyBank to seek additional adequate protection. Notwithstanding anything herein to the contrary, the entry of this Final DIP Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', the Committee's, or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Final DIP Order.

44. No Waiver by Failure to Seek Relief. The failure of the DIP Lender to seek relief or otherwise exercise its rights and remedies under this Final DIP Order or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Lender, the Committee, or any party in interest.

45. Notwithstanding anything to the contrary in this Final DIP Order, nothing in this Final DIP Order shall relieve the Debtors of any obligations under federal, state or local police or regulatory laws or under 28 U.S.C. § 959(b), provided that nothing herein shall limit or impair the Debtors' rights to assert defenses under applicable law and nothing herein shall create new defenses to obligations under police or regulatory laws or 28 U.S.C. § 959(b) .

46. Notwithstanding anything to the contrary in this Final DIP Order, nothing in this Final DIP Order shall impair or adversely affect any right under applicable law of any

governmental unit with respect to any financial assurance, letter of credit, trust, or bond or limit any governmental unit in the exercise of its police powers in accordance with 11 U.S.C. § 362(b)(4).

47. Binding Effect of Final DIP Order. Immediately upon entry by this Court, the terms and provisions of this Final DIP Order shall become valid and binding upon and inure to the benefit of the Debtors, the DIP Lender, all other creditors of any of the Debtors, the Committee appointed in the Chapter 11 Cases, and all other parties-in-interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Chapter 11 Cases of the Debtors, any Successor Cases of the Debtors, or upon dismissal of any Case or Successor Case.

48. No Modification of Final DIP Order. Until and unless the DIP Obligations have been indefeasibly paid in full in cash, and all commitments to extend credit under the DIP Facility have been terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (a) without the prior written consent of the DIP Lender, (i) any modification, stay, vacatur or amendment to this Final DIP Order; or (ii) a priority claim for any administrative expense or unsecured claim against the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including any administrative expense of the kind specified in sections 503(b), 506(c), 507(a) or 507(b) of the Bankruptcy Code) in any of the Chapter 11 Cases of the Debtors or Successor Cases of the Debtors, equal or superior to the DIP Superpriority Claims, other than the Carve-Out; (b) without the prior written consent of the DIP Lender for any order allowing use of Cash Collateral (other than as permitted during the Remedies Notice Period) resulting from DIP Collateral; (c) without the prior written consent of the DIP Lender, any lien on any of the DIP Collateral with priority equal or superior to the DIP Liens; or (d) without the prior

written consent of the DIP Lender, any lien on any of the DIP Collateral with priority equal or superior to the DIP Liens). The Debtors irrevocably waive any right to seek any amendment, modification or extension of this Final DIP Order without the prior written consent, as provided in the foregoing, of the DIP Lender, and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Lender, provided, however, that nothing herein shall bar the Debtors from seeking such modification in an exercise of their reasoned business judgment and pursuant to their fiduciary duties.

49. Discharge. The DIP Obligations shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted), on or before the effective date of such confirmed plan of reorganization, unless each of the DIP Lender has otherwise agreed in writing.

50. Survival. The provisions of this Final DIP Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Chapter 11 Cases of the Debtors; (b) converting any of the Chapter 11 Cases of the Debtors to a case under Chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Cases of the Debtors or any Successor Cases of the Debtors; or (d) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases of the Debtors or Successor Cases of the Debtors. The terms and provisions of this Final DIP Order, including the claims, liens, security interests, and other protections granted to the DIP Lender granted pursuant to this Final DIP Order, notwithstanding the entry of any such orders described in (a)-(d), above, shall continue in the Chapter 11 Cases of the Debtors, in any Successor Cases of the Debtors, or following

dismissal of the Chapter 11 Cases of the Debtors or any Successor Cases of the Debtors, and shall maintain their priority as provided by this Final DIP Order until, in respect of the DIP Facility, all the DIP Obligations, pursuant to this Final DIP Order, have been indefeasibly paid in full in cash, and all commitments to extend credit under the DIP Facility are terminated.

51. Retroactive Effect of this Final DIP Order. This Final DIP Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable retroactive to the Petition Date immediately upon execution thereof.

52. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce the terms of, any and all matters arising from or related to the DIP Facility, and/or this Final DIP Order.

BY THE COURT:

Date: January 28, 2025
Pittsburgh, PA

jsf

Jeffery A. Deller
United States Bankruptcy Court

EXHIBIT A

DIP Budget

Corsa Final DIP Budget dated, January 24, 2025

$ Amounts in USD '000s (unless stated otherwise)

	Actual/Forecast	Actual	Actual	F'cast	F'cast	F'cast	F'cast	F'cast	F'cast	F'cast	F'cast	F'cast	F'cast	
	Week Number	1	2	3	4	5	6	7	8	9	10	11	12	Post-Petition
	Week Ending (Friday)	01/10/25	01/17/25	01/24/25	01/31/25	02/07/25	02/14/25	02/21/25	02/28/25	03/07/25	03/14/25	03/21/25	03/28/25	Total
	RECEIPTS													
1.	Operating Receipts	$ 3,291.7	$ 1,721.7	$ 1,852.1	$ 2,201.5	$ 2,354.7	$ 4,400.7	$ 3,483.0	$ 4,355.9	$ 5,213.0	$ 2,972.2	$-	$-	$ 31,846.7
	Total Operating Receipts	**3,291.7**	**1,721.7**	**1,852.1**	**2,201.5**	**2,354.7**	**4,400.7**	**3,483.0**	**4,355.9**	**5,213.0**	**2,972.2**	**-**	**-**	**31,846.7**
	OPERATING DISBURSEMENTS													
2.	Payroll & Related Expense	(1,616.3)	(441.4)	(1,893.8)	(210.0)	(1,776.2)	(1,152.0)	(1,728.3)	(100.7)	(1,773.7)	(100.7)	(135.7)	(100.7)	(11,029.5)
3.	Trade Payables	(47.6)	(96.6)	(1,250.0)	(1,250.0)	(1,250.0)	(1,250.0)	(1,250.0)	(1,250.0)	(1,202.4)	(1,153.4)	-	-	(10,000.0)
4.	Transportation	-	-	-	(192.2)	-	(1,095.9)	-	(1,628.9)	-	(1,432.4)	-	(853.3)	(5,202.7)
5.	Critical Vendor	-	(2,877.7)	(2,502.5)	-	(619.8)	-	-	-	-	-	-	-	(6,000.0)
6.	Equipment Leases & Related Debt	(32.7)	(197.5)	(18.0)	(122.0)	(33.0)	(100.0)	-	(181.0)	(7.0)	(100.0)	-	-	(791.2)
7.	Fuel	(4.8)	(60.6)	(72.0)	(72.0)	(72.0)	(72.0)	(72.0)	(72.0)	(72.0)	(6.6)	-	-	(576.0)
8.	Insurance & Workers Comp.	(346.6)	(263.8)	-	(207.0)	(180.0)	-	(300.0)	-	-	-	(300.0)	-	(1,597.4)
9.	Ordinary Course Professionals	-	(50.0)	(5.0)	(5.0)	(50.0)	(5.0)	(5.0)	(55.0)	(5.0)	-	-	-	(180.0)
10.	Projects/Cap Ex	-	-	-	(238.0)	(175.0)	-	-	-	-	-	-	-	(413.0)
11.	Regulatory/Bonding	-	-	-	(487.0)	-	-	-	(411.0)	-	-	-	-	(898.0)
12.	Royalties	-	-	-	-	-	-	-	(693.0)	-	-	-	(644.0)	(1,337.0)
13.	Sales & Marketing	-	-	(12.0)	(12.0)	(12.0)	(12.0)	(12.0)	(12.0)	(12.0)	(12.0)	-	-	(96.0)
14.	Taxes	-	(50.1)	(3.0)	(54.0)	-	(51.0)	(8.0)	(35.0)	-	(36.0)	(8.0)	(23.0)	(268.1)
15.	Utilities	-	-	(89.0)	(89.0)	(89.0)	(89.0)	(89.0)	(89.0)	(89.0)	(89.0)	(44.5)	-	(756.5)
	Total Operating Disbursements	**(2,047.9)**	**(4,037.7)**	**(5,845.3)**	**(2,938.2)**	**(4,257.0)**	**(3,827.0)**	**(3,464.3)**	**(4,527.6)**	**(3,161.1)**	**(2,930.1)**	**(488.2)**	**(1,621.0)**	**(39,145.3)**
	Operating Cash Flow	**1,243.8**	**(2,316.0)**	**(3,993.2)**	**(736.7)**	**(1,902.2)**	**573.8**	**18.7**	**(171.7)**	**2,051.9**	**42.1**	**(488.2)**	**(1,621.0)**	**(7,298.6)**

DIP Budget
Corsa Final DIP Budget dated, January 24, 2025
$ Amounts in USD '000s (unless stated otherwise)

	Actual/Forecast	Actual	Actual	F'cast	F'cast	F'cast	F'cast	F'cast	F'cast	F'cast	F'cast	F'cast	F'cast	
	Week Number	1	2	3	4	5	6	7	8	9	10	11	12	Post-Petition
	Week Ending (Friday)	01/10/25	01/17/25	01/24/25	01/31/25	02/07/25	02/14/25	02/21/25	02/28/25	03/07/25	03/14/25	03/21/25	03/28/25	Total
	RESTRUCTURING FEES													
16.	Debtor - US Counsel	-	-	(210.0)	(165.0)	(170.0)	(80.0)	(95.0)	(95.0)	(95.0)	(95.0)	(95.0)	-	(1,100.0)
17.	Debtor - CA Counsel	-	-	(60.0)	(15.0)	(15.0)	(15.0)	(15.0)	(15.0)	(15.0)	(15.0)	(15.0)	-	(180.0)
18.	Debtor - FA	-	-	(110.0)	(75.0)	(75.0)	(50.0)	(50.0)	(50.0)	(50.0)	(50.0)	(50.0)	-	(560.0)
19.	Claims Agent	-	-	(10.0)	(5.0)	(5.0)	(10.0)	(10.0)	(15.0)	(15.0)	(15.0)	(15.0)	-	(100.0)
20.	UCC (F.A. and Counsel)	-	-	-	(69.0)	(69.0)	(69.0)	(69.0)	(69.0)	(69.0)	(69.0)	(69.0)	-	(552.0)
21.	DIP Lender Professionals	-	-	(75.0)	(125.0)	(40.0)	(40.0)	(40.0)	(70.0)	(40.0)	-	-	-	(430.0)
22.	CCAA Information Officer	-	-	(35.0)	(17.5)	(17.5)	(17.5)	(17.5)	(17.5)	(17.5)	(17.5)	(17.5)	-	(175.0)
23.	Key Bank Adequate Protection	-	(98.9)	-	-	-	(109.0)	-	-	-	(109.0)	-	-	(316.9)
24.	Utility Deposit	-	(98.2)	(7.3)	-	-	-	-	-	-	-	-	-	(105.6)
25.	503(b)(9) Claims	-	-	-	-	-	-	-	-	-	-	-	-	-
26.	KEIP	-	-	-	-	-	-	-	(100.0)	-	(100.0)	-	-	(200.0)
27.	DIP Interest & Fees	(750.0)	-	-	-	-	-	-	-	-	-	-	-	(750.0)
28.	US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	(411.2)	(411.2)
	Total Restructuring Fees	**(750.0)**	**(197.1)**	**(507.3)**	**(471.5)**	**(391.5)**	**(390.5)**	**(296.5)**	**(431.5)**	**(301.5)**	**(470.5)**	**(261.5)**	**(411.2)**	**(4,880.6)**
	Net Cash Flow Before DIP Financing	**$ 493.8**	**$ (2,513.1)**	**$ (4,500.5)**	**$ (1,208.2)**	**$ (2,293.7)**	**$ 183.3**	**$ (277.8)**	**$ (603.2)**	**$ 1,750.4**	**$ (428.4)**	**$ (749.7)**	**$ (2,032.2)**	**$ (12,179.3)**
	CASH ROLL-FORWARD													
	Beginning Bank Cash	$ 1,026.8	$ 12,020.6	$ 9,507.5	$ 5,007.0	$ 3,798.8	$ 6,005.0	$ 6,188.3	$ 5,910.5	$ 5,307.4	$ 7,057.8	$ 6,629.4	$ 5,879.7	$ 1,026.8
	(+) Net CF Before DIP Financing	493.8	(2,513.1)	(4,500.5)	(1,208.2)	(2,293.7)	183.3	(277.8)	(603.2)	1,750.4	(428.4)	(749.7)	(2,032.2)	(12,179.3)
	(+) DIP Borrowing	10,500.0	-	-	-	4,500.0	-	-	-	-	-	-	-	15,000.0
	Ending Bank Cash Balance	**$ 12,020.6**	**$ 9,507.5**	**$ 5,007.0**	**$ 3,798.8**	**$ 6,005.0**	**$ 6,188.3**	**$ 5,910.5**	**$ 5,307.4**	**$ 7,057.8**	**$ 6,629.4**	**$ 5,879.7**	**$ 3,847.5**	**$ 3,847.5**
	DIP FACILITY BALANCE													
	Beginning Balance	$-	$ 10,500.0	$ 10,500.0	$ 10,500.0	$ 10,500.0	$ 15,000.0	$ 15,000.0	$ 15,000.0	$ 15,000.0	$ 15,000.0	$ 15,000.0	$ 15,000.0	$-
	(+) Drawdowns	10,500.0	-	-	-	4,500.0	-	-	-	-	-	-	-	15,000.0
	Ending Balance	**$ 10,500.0**	**$ 10,500.0**	**$ 10,500.0**	**$ 10,500.0**	**$ 15,000.0**	**$ 15,000.0**	**$ 15,000.0**	**$ 15,000.0**	**$ 15,000.0**	**$ 15,000.0**	**$ 15,000.0**	**$ 15,000.0**	**$ 15,000.0**
	DIP Availability	*$ 4,500.0*	*$ 4,500.0*	*$ 4,500.0*	*$ 4,500.0*	*$-*	*$-*	*$-*	*$-*	*$-*	*$-*	*$-*	*$-*	*$-*

Notice Recipients

District/Off: 0315−7	User: auto	Date Created: 1/28/2025
Case: 25−70001−JAD	Form ID: pdf900	Total: 3

Recipients of Notice of Electronic Filing:

ust	Office of the United States Trustee	ustpregion03.pi.ecf@usdoj.gov
aty	Daniel R. Schimizzi	dschimizzi@raineslaw.com
aty	Michael J. Roeschenthaler	mroeschenthaler@raineslaw.com

TOTAL: 3