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

In re:	Chapter 11
ALEA HOLDINGS US COMPANY, *et al.*,[1]	Case No. 26-90714 (CML)
Debtors.	(Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE; (II) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING PURSUANT TO SECTION 364 OF THE BANKRUPTCY CODE; (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION FACILITY SECURED PARTIES; (IV) MODIFYING THE AUTOMATIC STAY; (V) SCHEDULING A FINAL HEARING; AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") for entry of interim and final orders, pursuant to sections 105, 361, 362, 363, 364, 503, and 507 of title 11 of the United States Code (the "**Bankruptcy Code**"), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rules 4001-1 and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the "**Local Rules**") and the Procedures for Complex Cases in the Southern District of Texas: (a) authorizing the Debtors, pursuant to section 363 of the Bankruptcy Code, to use Cash Collateral (as defined herein) on an interim and final basis; (b) authorizing the Debtors, pursuant to section 364 of the Bankruptcy Code, to obtain postpetition credit and financial accommodations from the Postpetition Facility

[1] The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification numbers, are: Alea Holdings US Company (6256); Alea Group Holdings (Bermuda) Ltd. (N/A); and FIN Alea LLC (7772). The Debtors' service address is 211 E. 7th Street, Suite 620, Austin, TX 78701.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Secured Facility Agreement (as defined below). In the event of any conflict between a definition in this Interim Order, and a definition in the Motion or the Secured Facility Agreement, the definition in this Interim Order shall control.

Lender (as defined herein) on a final basis pursuant to the Revolving Facility Agreement attached hereto as Exhibit 2 (the "**Secured Facility Agreement**"[3]); (c) granting adequate protection to the Prepetition Facility Secured Parties (as defined herein) for any Diminution in Value (as defined herein) of their interests in the Prepetition Collateral (as defined herein), including Cash Collateral on an interim and final basis; (d) modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent set forth herein; and (e) granting related relief, including scheduling a final hearing (the "**Final Hearing**") to consider the relief requested in the Motion on a final basis; and the Court having reviewed the Motion, the *Declaration of Peter Kravitz in Support of the Debtors' Chapter 11 Petition and First Day Pleadings* (the "**First Day Declaration**"), and the evidence submitted or proffered at the interim hearing on the Motion (the "**Interim Hearing**"); and the Court having found that:

(i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, General Order 2012-6 (S.D. Tex. May 24, 2012);

(ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2);

(iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409;

(iv) notice of the Motion and the Interim Hearing was sufficient and appropriate under the circumstances and in compliance with Bankruptcy Rules 4001(b) and (c) and the Bankruptcy Local Rules, and no other notice need be provided; and

(v) the Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted

[3] As used in this Interim Order, the "Prepetition Facility Agreement" and "Postpetition Facility Agreement" are, collectively, the "**Secured Facility Agreement**." This Interim Order is a "Financing Order" as defined in the Secured Facility Agreement.

herein and that the entry of this Interim Order is in the best interests of the Debtors' estates, their creditors, and all parties in interest; and after due deliberation and good and sufficient cause appearing therefor:

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

A. **Petition Date; Debtors in Possession**. On July 19, 2026 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Court**"), commencing the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of unsecured creditors has been appointed in the Chapter 11 Cases.

B. **Debtors' Business; RSA and Plan**. The Debtors are holding companies whose purpose is to hold and manage insurance subsidiaries. The Debtors oversee their subsidiaries' performance of a variety of activities, including establishing reserves, negotiating settlements, and paying outstanding insurance claims. Prior to the Petition Date, the Debtors entered into a Restructuring Support Agreement (the "**RSA**") with the Consenting Capital Securities Holders[5] and Catalina Finance LLP, in its capacity as Prepetition Facility Agent and Prepetition Facility Lender (each as defined below) as plan sponsor, which contemplates the

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[4] 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 that any of the following conclusions of law constitute findings of fact, they are adopted as such.

[5] The "**Consenting Capital Securities Holders**" are Hildene TruPS Securitization 4, Ltd. (by and through its authorized agent Hildene Structured Advisors, LLC), HITR Quattro, Ltd. (by and through its authorized agent Hildene Structured Advisors, LLC), Alesco Preferred Funding VI, Ltd. (by and through its authorized agent HCMC III, LLC), and Alesco Preferred Funding VIII, Ltd. (by and through its authorized agent HCMC III).

consummation of the Restructuring Transactions (as defined in the RSA), including, among other things, the consummation of the Permitted Sales. The Debtors require the immediate use of Cash Collateral and access to postpetition credit (on a final basis) to pay operational and administrative expenses, including professional fees, which are essential to achieve the value-maximizing consensual transactions contemplated by the RSA and the Plan, including the consummation of the Permitted Sales and making distributions under the Plan. Absent authority to use Cash Collateral and to obtain postpetition financing, the Debtors could be forced to undertake drastic measures, such as dismissing these Chapter 11 Cases or converting them to chapter 7, which would prevent the Debtors from implementing the Restructuring Transactions, including providing recovery to the TruPS Holders,[6] and would cause irreparable harm to the Debtors' estates, creditors, and other stakeholders.

C. **Jurisdiction and Venue.** This Court has jurisdiction over the Chapter 11 Cases and the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

D. **Debtors' Stipulations**. Subject only to the limitations contained in paragraph 16 hereof, and after consultation with their attorneys and financial advisors, and in exchange for and as a material inducement to the Prepetition Facility Secured Parties to consent to the Debtors' use of the Cash Collateral, and subordination of the Prepetition Liens (as defined below) to the Carve-Out (as defined below) and (on a final basis) the Postpetition Liens (as defined below), the Debtors admit, stipulate and agree that:

a. **Prepetition Facility**. Prior to the Petition Date, Alea Holdings US Company (as "**Borrower**"), FIN Alea LLC (as "**Parent**", and together with the Borrower,

[6] "**TruPS Holders**" means the holders of the Trust Preferred Securities issued by AHUSCO Trust I, AHUSCO Trust II, and AHUSCO Trust III.

the “**Prepetition Obligors**”), Catalina Finance LLP, as Original Lender, and Catalina Finance LLP, as Agent and as Security Trustee, entered into a revolving facility agreement originally dated July 25, 2023 (the “**Original Facility Agreement**”), as amended and restated pursuant to an amendment and restatement agreement dated June 20, 2024 (the “**2024 Effective Date**”), as further amended by the consent letter dated June 8, 2026 (the “**Tender Offer Consent Letter**”), as further amended pursuant to an amendment letter dated June 30, 2026 (the “**2026 Amendment Letter Effective Date**”), as further amended by the consent letter dated July 10, 2026 (the “**Permitted Transactions Consent Letter**”), and as further amended and restated pursuant to the Amendment and Restatement Agreement (the “**Chapter 11 Amendment**”) dated July 16, 2026 (the “**2026 Effective Date**”) (and so amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “**Prepetition Facility Agreement**,” and together with all other documents, instruments, and agreements executed in connection therewith, the “**Prepetition Facility Documents**” governing the “**Prepetition Facility**”). Catalina Finance LLP serves as administrative agent and security trustee (the “**Prepetition Facility Agent**”) and Catalina Finance LLP is the sole lender under the Prepetition Facility Agreement as of the Petition Date (in such capacity, the “**Prepetition Facility Lender**”, and together with the Prepetition Facility Agent, the “**Prepetition Facility Secured Parties**”). The Total Commitments under the Prepetition Facility were $100,000,000 at the original date of the Prepetition Facility, increased to $150,000,000 at the 2024 Effective Date, then to $160,000,000 at the 2026 Amendment Letter Effective Date, and then to $195,000,000 at the 2026 Effective Date (reflecting the Postpetition

Commitment (as defined below) of $35,000,000). As of the Petition Date, the aggregate outstanding principal amount drawn under the Prepetition Facility is approximately $160,000,000, with a Termination Date falling 48 months after the First Utilisation Date (which the Debtors represent occurred on July 25, 2023, resulting in a Termination Date of July 25, 2027), plus all accrued and unpaid interest (including all Notes previously issued in satisfaction of accrued interest pursuant to the payment-in-kind mechanics of the Prepetition Facility Agreement, together with all interest accrued on such Notes[7]), fees, costs, charges, expenses, and other obligations due and owing under the Prepetition Facility Documents (collectively, the "**Prepetition Obligations**").

b. **Prepetition Security Documents; Transaction Security**. As security for the Prepetition Obligations, (i) the Parent entered into that certain New York law Parent Pledge Agreement, dated as of July 25, 2023, with the Prepetition Facility Agent (as amended, restated, or otherwise modified from time to time, the "**Pledge Agreement**"), granting the Prepetition Facility Secured Parties a lien over all of the Parent's shares in the Borrower and intra-group receivables owing to it from the Borrower and Group members; and (ii) the Borrower entered into that certain New York law Collateral Agreement, dated as of July

[7] Loan interest under the Secured Facility Agreement accrues at the rates set forth in the Secured Facility Documents, including at the Margin plus the applicable Compounded Reference Rate for each day of the relevant Interest Period, as more fully described in the Secured Facility Agreement. Except when the Loans (as defined therein) and all Notes (as defined therein) are repaid or redeemed in full, accrued interest is not paid in cash; instead, the Borrower issues "**Notes**" to the Lenders in an amount equal to the accrued interest, and such Notes accrue interest and are repaid or redeemed on the Termination Date. Each Note so issued shall thereafter accrue interest at the same rate and on the same Interest Period basis as the underlying Loan to which it relates, with such interest itself being settled through the issuance of further Notes (and so on, on a self-compounding basis), and any and all such Notes shall be repaid or redeemed in full on the Termination Date. A commitment fee is payable at the rate set forth in the Secured Facility Agreement on each Lender's Available Commitment during the Availability Period, and, like interest, is not paid in cash but is settled through the issuance of Notes that then accrue interest in a principal amount equal to the amount of such commitment fee. Each Note so issued in respect of a commitment fee shall thereafter accrue interest at the same rate of interest and on the same Interest Period basis as any Loan selected by the Borrower that is then outstanding, with such interest itself being settled through the issuance of further Notes.

25, 2023, with the Prepetition Facility Agent (as amended, restated, or otherwise modified from time to time, the "**Collateral Agreement**"),[8] granting the Prepetition Facility Secured Parties a lien over substantially all of the Borrower's assets, including its bank accounts and shares in its subsidiaries (other than the issuers of the Trust Preferred Securities).[9]

c. **Reaffirmation of Transaction Security**. The Prepetition Obligors entered into that certain Security Reaffirmation Agreement, dated as of July 16, 2026 with the Security Trustee confirming that, subject to applicable Legal Reservations and Perfection Requirements, the Prepetition Security Documents and Transaction Security remain in full force and effect, "continuous," "unimpaired," "uninterrupted," and "undischarged," and that the obligations under the amended and restated Prepetition Facility Documents are included in the secured obligations and liabilities under the Prepetition Security Documents.

d. **Prepetition Obligations**. The Prepetition Obligors are justly and lawfully indebted and liable to the Prepetition Facility Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, in the aggregate amount as of the Petition Date of not less than $231 million.

e. **Validity, Perfection, and Priority of Prepetition Liens**. The Debtors acknowledge and agree that, as of the Petition Date, (a) the Prepetition Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Facility Secured Parties for fair consideration and reasonably equivalent value;

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[8] The Collateral Agreement, the Pledge Agreement, and all other documents creating security over assets to secure obligations under the Prepetition Facility Documents are referred to herein collectively as the "**Prepetition Security Documents**," and the liens created thereunder are referred to as the "**Prepetition Liens**."

[9] "**Prepetition Collateral**" means all property of the Prepetition Obligors' estates in and upon which the Prepetition Facility Secured Parties hold Prepetition Liens as of the Petition Date.

(b) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to the Permitted Security; (c) the Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Obligors enforceable in accordance with the terms of the applicable Prepetition Facility Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Facility Secured Parties or their respective Representatives (as defined below) arising out of, based upon or related to the Prepetition Facility Documents; and (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations, the priority of the Prepetition Obligors' obligations thereunder, and the validity, extent, and priority of the Prepetition Liens securing the Prepetition Obligations.

f. **Release**. Effective as of the date of entry of this Interim Order, each of the Debtors and (subject to paragraph 16 hereof) the Debtors' estates, on its and their own behalf, on behalf of its and their respective past, present and future predecessors, heirs, successors, subsidiaries, and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits the

Finance Parties and each of their respective Representatives, in their capacity as Prepetition Facility Secured Parties, Postpetition Facility Secured Parties, and Representatives of the same (collectively, the "Released Parties"), from any and all (a) obligations and liabilities to the Debtors (and their successors and assigns) and (b) claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action, in each case, arising prior to the date of this Interim Order of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal law or otherwise, in each case arising out of or related to (as applicable) the Prepetition Facility Documents, the Postpetition Facility Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Interim Order; *provided* that the releases set forth in this section shall not release any claims against a Released Party or liabilities that a court of competent jurisdiction determines by a final, non-appealable order to result from the bad faith, fraud, gross negligence or willful misconduct of such Released Party. For the avoidance of doubt, nothing in this release shall relieve the Finance Parties or the Debtors of their obligations under the Secured Facility Documents (as defined below) from and after the date of this Interim Order.

E. **Cash Collateral**. All cash, deposit accounts, securities, negotiable instruments, documents of title, chattel paper, and other cash equivalents, wherever located, whether as original collateral or as proceeds of other Prepetition Collateral (as defined herein), of the Prepetition Obligors that constitute "cash collateral" as that term is defined in section 363(a) of the Bankruptcy Code (collectively, "**Cash Collateral"**), are subject to the Prepetition Liens and constitute property of the Prepetition Obligors' estates. As of the Petition Date, the Prepetition Obligors estimate that they have approximately $3.1 million in cash on hand, all of which constitutes Cash Collateral subject to the Prepetition Liens. The Debtors require access to and use of Cash Collateral to maintain operations and administer the Chapter 11 Cases, and the Prepetition Facility Secured Parties have consented to such use subject to the terms and conditions of this Interim Order.

F. **Postpetition Financing**.

a. The Debtors require postpetition credit and financial accommodations in addition to the use of Cash Collateral in order to administer and preserve the value of the estates during the pendency of the Chapter 11 Cases, including to fund the costs and expenses necessary to pursue the value-maximizing transactions contemplated in the RSA and the Plan, such as the consummation of the Permitted Sales and making distributions under the Plan.

b. As an accommodation to the Debtors, the Prepetition Facility Lender has permitted the Prepetition Obligors to draw on a $35,000,000 incremental commitment (the "**Postpetition Commitment**") under the Secured Facility Agreement following the Petition Date (such facility, the "**Postpetition Facility**"; the Secured Facility Agreement with respect to the Postpetition

Facility, the "**Postpetition Facility Agreement**"; the Prepetition Obligors with respect to the Postpetition Facility, the "**Postpetition Obligors**"; the Prepetition Facility Lender and Prepetition Facility Agent with respect to the Postpetition Facility, the "**Postpetition Facility Lender**" and "**Postpetition Facility Agent**", respectively, and together, the "**Postpetition Facility Secured Parties**"[10]), subject to certain conditions, including entry of this Interim Order and the Final Order, with all obligations of the Postpetition Obligors arising under or in connection with the Postpetition Facility Documents[11] (including this Interim Order), including all principal, interest (including payment-in-kind interest through issuance of Notes), fees, costs, expenses, indemnities, and other amounts due or to become due thereunder (the "**Postpetition Obligations**") secured by substantially all prepetition and postpetition property of the Postpetition Obligors' estates (the "**Postpetition Collateral**" as further defined and described in paragraph 4 hereof).

c. The terms and conditions of the Postpetition Facility are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their

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[10] As used in this Interim Order:

(i) 'Prepetition Obligors' and 'Postpetition Obligors' (*i.e.*, FIN and AHUSCO) corresponds to "Obligors" as defined in the Secured Facility Agreement;

(ii) 'Prepetition Facility Lender' and 'Postpetition Facility Lender' corresponds to "Lender" as defined in the Secured Facility Agreement;

(iii) 'Prepetition Facility Secured Parties' (*i.e.*, Catalina Finance LLP in the capacity as prepetition agent, security trustee and lender) and 'Postpetition Facility Secured Parties' (*i.e.*, Catalina Finance LLP as agent, security trustee and lender with respect to the Postpetition Commitment available only upon entry of a final order) corresponds to "Finance Parties" as defined in the Secured Facility Agreement;

(iv) 'Prepetition Security Documents' and 'Postpetition Facility Documents' corresponds to "Security Documents" as defined in the Secured Facility Agreement; and

(v) 'Prepetition Liens' and 'Postpetition Liens' corresponds to "Transaction Security" as defined in the Secured Facility Agreement.

[11] "**Postpetition Facility Documents**" means the Secured Facility Agreement (as applicable to postpetition borrowings), this Interim Order, any Final Order, and all other agreements, instruments, documents, and certificates executed or delivered by the Debtors in connection with the Postpetition Facility, each as amended, restated, or otherwise modified from time to time with the consent of the Postpetition Facility Agent and the Debtors.

"**Secured Facility Documents**" means the Prepetition Facility Documents and Postpetition Facility Documents.

fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The Debtors are unable to obtain credit (x) having priority over administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code on an unsecured basis under section 364(b) of the Bankruptcy Code; (y) as an administrative expense under section 364(c)(1), secured by a lien on unencumbered property under section 364(c)(2), or secured solely by a junior lien on property of the estates that is not otherwise subject to a lien under section 364(c)(3) of the Bankruptcy Code; or (z) on terms otherwise more favorable than those offered by the Postpetition Facility Lender.

G. **Good Faith; No Fraudulent Transfer**. The Finance Parties have acted in good faith in connection with the negotiation, execution, and delivery of the Secured Facility Documents and this Interim Order, and their reliance upon this Interim Order is in good faith. The terms and conditions of the use of Cash Collateral and the Postpetition Facility have been negotiated in good faith and at arm's length among the Obligors and the Finance Parties. The use of Cash Collateral and the credit extended under the Postpetition Facility do not constitute a fraudulent conveyance or fraudulent transfer.

H. **Adequate Protection**. The Prepetition Facility Secured Parties are entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for the Prepetition Obligors' use of Cash Collateral and the potential Diminution in Value[12] of the Prepetition Facility Secured Parties' interests in the Prepetition Collateral resulting from such use, the imposition of the automatic stay, the priming of the Prepetition Liens by the Postpetition Liens, and any other act or omission in connection with the Chapter 11 Cases. The

[12] "**Diminution in Value**" means any actual diminution in the value of the Prepetition Facility Secured Parties' interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, resulting from or arising out of (among other things) (i) the Debtors' use, sale, or lease of the Prepetition Collateral, including Cash Collateral; (ii) the imposition of the automatic stay under section 362(a) of the Bankruptcy Code; (iii) the priming of the Prepetition Liens by the Postpetition Liens; (iv) the subordination of the Prepetition Liens to the Carve-Out; or (v) any other act, omission, event or circumstance.

interests of the Prepetition Facility Secured Parties in the Prepetition Collateral are adequately protected within the meaning of sections 361 and 364(d)(1) of the Bankruptcy Code for purposes of the imposition of the Carve-Out and (on a final basis) grant of the Postpetition Liens, subject to provision of the Adequate Protection Obligations under this Interim Order.

I. **Necessity of Relief; Irreparable Harm**. The Debtors have demonstrated that without immediate access to Cash Collateral, they would lack the liquidity necessary to pay operating and administrative costs, to manage their subsidiaries and maximize the value of their assets through pursuit of the Plan and consummation of the Permitted Sales, potentially forcing the cessation of operations and the dismissal or conversion of the Chapter 11 Cases to the detriment of the Debtors' estates, creditors, and other stakeholders. The failure to obtain the relief granted herein on an emergency interim basis would cause immediate and irreparable harm to the Debtors, their estates and their stakeholders. Good cause has been shown for the immediate entry of this Interim Order.

J. **Notice**. Notice of the Motion and the Interim Hearing was provided to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) Catalina Finance LLP and its counsel; (c) counsel to the Consenting Capital Securities Holders; (d) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (e) the United States Attorney's Office for the Southern District of Texas; (f) the state attorneys general for states in which the Debtors conduct business; (g) the Internal Revenue Service; and (h) all other parties entitled to notice under Bankruptcy Rules 2002 and 4001 and Bankruptcy Local Rules 4001-1 and 9013-1. Such notice constitutes good, sufficient, and appropriate notice under the circumstances, and no other notice is required for entry of this Interim Order.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. **Motion Granted.** The Motion is granted on an interim basis as set forth herein. The use of Cash Collateral is approved on an interim basis upon the terms and conditions set forth in this Interim Order and, subject to entry of the Final Order, the Postpetition Facility is approved. All objections to the Motion that have not been withdrawn, waived, settled, or resolved are hereby overruled on the merits with prejudice to the extent not inconsistent with the terms of this Interim Order.

2. Authorization To Use Cash Collateral.

(a) **Authorization.** Subject to the terms, conditions, and limitations set forth in this Interim Order—including the requirement of compliance with the then-current Approved Budget (as defined below) (subject to the Permitted Variance) and the Carve-Out—and pursuant to sections 361, 362, and 363 of the Bankruptcy Code, the Debtors are hereby authorized to use Cash Collateral during the Interim Period on a consensual basis with the consent of the Prepetition Facility Secured Parties. Such authorization shall expire upon the earliest to occur of the events described in paragraph 9(b) of this Interim Order. The Prepetition Facility Secured Parties' liens on, and security interests in, Cash Collateral shall attach to all proceeds, products, offspring, and profits of Cash Collateral notwithstanding any commingling of Cash Collateral with other funds of the Debtors, and the Debtors are authorized to commingle Cash Collateral with postpetition operating funds in their ordinary course operating accounts; *provided* that such commingling shall not impair the Prepetition Facility Secured Parties' liens on and security interests in Cash Collateral and the proceeds thereof.

(b) **Approved Budget; Permitted Variance.** The Debtors' use of Cash Collateral shall be governed by the then-current Approved Budget, which reflects the Debtors' anticipated cash receipts and disbursements for the applicable Budget Period (as defined below). Actual net cash disbursements in any category, other than with respect to fees and expenses incurred by Debtor Professionals (as defined below), may not exceed the amounts set forth in the Approved Budget by more than fifteen percent (15%) in the aggregate on a cumulative basis for any rolling four-week period (the "**Permitted Variance**"), without the prior written consent of the Prepetition Facility Agent. The Debtors shall not use Cash Collateral for any purpose not reflected in the Approved Budget, except (i) with the prior written consent of the Prepetition Facility Agent, or (ii) to fund obligations within the Carve-Out.

(c) **Permitted Uses.** The Debtors may use Cash Collateral for the following purposes, in each case to the extent reflected in the then-current Approved Budget: (A) paying Adequate Protection Obligations (as defined herein); (B) paying costs of administration of the Chapter 11 Cases, including funding obligations within the Carve-Out, professional fees and expenses of counsel and other advisors retained by the Debtors and any Committee (as defined below); (C) funding the management of the Debtors' insurance subsidiaries' businesses and paying intercompany obligations as and when due; (D) pursuing the transactions contemplated by the RSA and the Plan, including the consummation of the Permitted Sales and making distributions under the Plan; and (E) working capital and general corporate needs of the Debtors.

(d) ***Budget Definitions***. As used herein:

i. "**Approved Budget"** means the budget attached hereto as <u>Exhibit 1</u> for the thirteen (13) weeks following the Petition Date which sets forth, on a line-item basis, the Debtors' anticipated cash receipts and disbursements, as such budget may be modified or extended from time to time with the prior written consent of the Prepetition Facility Agent and Postpetition Facility Agent. For the avoidance of doubt, "**Approved**

Budget" as used herein corresponds to the "Initial Budget" as defined in the Secured Facility Agreement, and any reference to the "**Approved Budget**" in this Interim Order shall be read as a reference to the then-current approved budget (initially the Approved Budget).

ii. "**Budget Period**" means (i) under this Interim Order, the period from the Petition Date through the date that is four (4) weeks following the Petition Date; and (ii) under the Final Order, the four-week trailing period specified in the then-current Approved Budget, as may be extended by agreement among the Debtors and the Prepetition Facility Agent and Postpetition Facility Agent.

3. **Authorization To Obtain Postpetition Financing Under Section 364.**

(a) **Authorization.** Subject to entry of the Final Order, the Debtors are hereby authorized, pursuant to sections 364(c) and 364(d) of the Bankruptcy Code, to:

i. execute, deliver, and perform all of their obligations under the Postpetition Facility Documents;

ii. borrow from the Postpetition Facility Lender, from time to time, up to an aggregate outstanding principal amount not to exceed $35,000,000, representing the Postpetition Commitment under the Postpetition Facility Agreement, subject to the terms and conditions of the Postpetition Facility Documents and the then-current Approved Budget;

iii. perform all acts, make, execute, and deliver all instruments and documents, and pay all fees and expenses as may be reasonably required or necessary for the Debtors' performance of their obligations under the Postpetition Facility Documents; and

iv. use the proceeds of postpetition borrowings under the Postpetition Facility solely for the Permitted Uses.

(b) **Postpetition Borrowing Terms.** All postpetition borrowings shall be governed by the terms and conditions of the Postpetition Facility Documents, including without limitation the interest rate (which shall be paid-in-kind except when the Loans and all Notes are repaid or redeemed in full), the commitment fee, the agency and trustee fees, and the borrower mechanics. The Postpetition Obligors shall comply with the applicable conditions to Utilisation under the Postpetition Facility Documents when drawing on the Postpetition Facility. The Postpetition Commitment shall be subject to cancellation and shall not be available for Utilisation by the Borrower upon the occurrence of the events specified with respect thereto under the Postpetition Facility Documents, subject to the terms of the Postpetition Facility Documents.

4. Postpetition Liens.

(a) **Grant of Postpetition Liens**. Subject to entry of the Final Order, effective as of the Petition Date and without the necessity of the execution, recordation, or filing of mortgages, security agreements, pledge agreements, financing statements, or other documents that may otherwise be required under applicable non-bankruptcy law, the Postpetition Facility Agent (for the benefit of itself and the Postpetition Facility Lender) is hereby granted, pursuant to sections 364(c)(2), 364(c)(3), and 364(d)(1) of the Bankruptcy Code, valid, binding, continuing, enforceable, non-avoidable and automatically perfected security interests in and liens upon all of the Postpetition Collateral (collectively, the "**Postpetition Liens**"), including without limitation:

i. all tangible and intangible personal property of the Postpetition Obligors;

ii. all real property and leaseholds of the Postpetition Obligors;

iii. all cash, cash equivalents, and deposit accounts of the Postpetition Obligors;

iv. all accounts, receivables, and other rights to payment of the Postpetition Obligors;

v. all investment property and securities of the Postpetition Obligors;

vi. all intellectual property of the Postpetition Obligors;

vii. all documents and instruments of the Postpetition Obligors;

viii. all general intangibles of the Postpetition Obligors;

ix. all equity interests in the Postpetition Obligors' subsidiaries (to the extent not constituting Excluded Assets, as defined below);

x. causes of action and commercial tort claims; *provided*, however, that (A) all claims and causes of action arising under chapter 5 of the Bankruptcy Code (including sections 544, 545, 547, 548, 549, 550, 551, and 553) ("**Avoidance Actions**") shall constitute an Excluded Asset, and (B) the proceeds of Avoidance Actions shall constitute Postpetition Collateral only upon entry of the Final Order (if provided therein); and

xi. all products, rents, profits, and proceeds of any and all of the foregoing.

(b) "**Excluded Assets**" means (i) any Avoidance Actions (but not, subject to entry of the Final Order, the proceeds thereof) and (ii) any assets or equity interests the encumbrance of which would require the prior consent or approval of any applicable governmental authority and in respect of which such consent or approval has not been obtained as of the date of this Interim Order; *provided* that the Debtors shall use commercially reasonable efforts to obtain any such consent or approval as promptly as practicable, and upon receipt of any such consent or approval, the applicable assets or equity interests shall automatically constitute "Postpetition Collateral" for all purposes without further order of this Court.

(c) **Priority of Postpetition Liens.** The Postpetition Liens shall be:

i. pursuant to section 364(d)(1) of the Bankruptcy Code, first-priority, senior and priming liens on all Postpetition Collateral that is subject to the Prepetition Liens, senior to and priming the Prepetition Liens, subject only to the Carve-Out;

ii. pursuant to section 364(c)(2) of the Bankruptcy Code, first-priority liens on all Postpetition Collateral that is not otherwise subject to a valid, perfected, and non-avoidable lien as of the Petition Date; and

iii. pursuant to section 364(c)(3) of the Bankruptcy Code, junior liens on all Postpetition Collateral that is subject to a valid, perfected, and non-avoidable lien as of the Petition Date other than the Prepetition Liens (to the extent any such liens exist).

For the avoidance of doubt, the Postpetition Liens granted pursuant to clauses (i), (ii), and (iii) above are intended to be mutually exclusive and collectively exhaustive with respect to all Postpetition Collateral, such that all Postpetition Collateral is subject to a Postpetition Lien in the priority described above.

(d) **Postpetition Superpriority Claim**. As further security for all Postpetition Obligations, the Postpetition Facility Secured Parties are hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed superpriority administrative expense claim (the "**Postpetition Superpriority Claim**") in each of the Chapter 11 Cases and any successor or converted cases of the Postpetition Obligors, with priority over all administrative expense claims and all other claims against the Postpetition Obligors, now existing or hereafter arising, of any kind or nature whatsoever, including claims under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, and 1114 of the Bankruptcy Code, subject only to the Carve-Out.

(e) **Credit Bid**. Subject to the terms of the Secured Facility Documents, the Postpetition Facility Agent (on behalf of the Postpetition Facility Lender) shall have the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code) all or any portion of the Postpetition Obligations and/or the Prepetition Obligations in connection with any sale of all or any portion of the Postpetition Collateral and/or Prepetition Collateral under section 363 of the Bankruptcy Code, a chapter 11 plan, or otherwise, without the need for further order of this Court; *provided* that any credit bid in connection with a Permitted Sale shall be subject to the terms and conditions of any sale and purchase agreement approved by the Finance Parties in writing pursuant to the Secured Facility Documents.

5. Adequate Protection. As consideration for the Debtors' use of Cash Collateral and the priming of the Prepetition Liens by the Carve-Out and, upon entry of a Final Order, the Postpetition Liens, and as adequate protection for the Prepetition Facility Secured Parties against any Diminution in Value, the Prepetition Facility Secured Parties are hereby granted the following (collectively, the "**Adequate Protection Obligations**"):

(a) **Adequate Protection Replacement Liens**. The Prepetition Facility Agent (for the benefit of itself and the Prepetition Facility Lender) is hereby granted, effective as of the Petition Date, valid, binding, enforceable, non-avoidable, and automatically perfected replacement and additional security interests in and liens upon all Postpetition Collateral (excluding the Excluded Assets) (the "**Adequate Protection Replacement Liens**"), to the extent of any Diminution in Value. The Adequate Protection Replacement Liens shall have the following priority:

i. on all Postpetition Collateral in which the Prepetition Facility Secured Parties held Prepetition Liens as of the Petition Date, the Adequate Protection Replacement Liens shall be senior to all other claims and encumbrances thereon, subject only to the Postpetition Liens (upon entry of the Final Order) and the Carve-Out; and

ii. on all other Postpetition Collateral, the Adequate Protection Replacement Liens shall constitute second-priority liens, junior only to the Postpetition Liens (upon entry of the Final Order) and the Carve-Out.

(b) **Adequate Protection Superpriority Claim**. The Prepetition Facility Agent (for the benefit of itself and the Prepetition Facility Lender) is hereby granted, pursuant to section 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim (the "**Adequate Protection Superpriority Claim**") in each of the Chapter 11 Cases and any successor or converted cases of the Prepetition Obligors, to the extent of any Diminution in Value, with priority over all other administrative expense claims (other than the Carve-Out, to which it shall be subordinated, and (upon entry of the Final Order) the Postpetition Superpriority Claim, which shall be senior thereto) and all other claims against the Prepetition Obligors, now existing or hereafter arising.

(c) **Adequate Protection Payments**. As additional adequate protection, the Debtors shall pay to the Prepetition Facility Secured Parties:

i. all accrued and unpaid interest at the rate and in the manner set forth in the Prepetition Facility Documents, but solely through the payment-in-kind mechanics (through issuance of Notes) as provided in the Prepetition Facility Documents;

ii. all fees, costs, charges, and expenses as and when due and payable under the Prepetition Facility Documents; and

iii. all reasonable and documented costs and expenses (including legal fees, subject to any agreed caps) incurred by the Prepetition Facility Secured Parties in connection with the negotiation and execution of the Prepetition Facility Documents and in connection with the Chapter 11 Cases and any related proceedings (including adequate protection and cash collateral proceedings) and enforcement actions.

All such payments shall be made within five (5) business days of submission of invoices or statements therefor (with reasonable supporting detail, which shall be subject to a five (5)-day review period), without further application to or approval by this Court, but subject to the terms of the Approved Budget. The Debtors' obligation to pay such amount shall be unconditional, and no right of offset, defense, counterclaim or recoupment may be asserted against such payment obligations.

(d) **Reporting and Information Rights**. As additional adequate protection, the Debtors shall provide to the Prepetition Facility Secured Parties:

i. *Weekly Variance Reports*. No later than each second Wednesday for the preceding two weeks ending Sunday, a written variance report comparing actual cash receipts and disbursements to the Approved Budget for such prior week and for the cumulative period since the Petition Date;

ii. *Concurrent Delivery*. Copies of all financial statements, reports, and other information provided to any Committee, concurrently with delivery thereof to such Committee;

iii. *Event Notices*. Prompt written notice (and in any event no later than two (2) business days after the Debtors obtain actual knowledge thereof) of (A) any material adverse change in the operations or financial condition of the Debtors, (B) any event or circumstance that constitutes or could reasonably be expected to constitute a Termination Event hereunder, or (C) any challenge or threatened challenge to the validity, perfection, priority, enforceability, or non-avoidability of the Prepetition Liens or the Prepetition Obligations, including any notification within two business days of any such challenges or threats; and

iv. *Additional Information*. Such other information as may be reasonably requested by the Prepetition Facility Secured Parties from time to time.

(e) **Preservation of Prepetition Collateral**. As additional adequate protection, the Debtors shall: (x) maintain in full force and effect all insurance policies required under the Secured Facility Documents; (y) pay all taxes, assessments, and other charges with respect to the Prepetition Collateral as they come due, to the extent reflected in the Approved Budget (unless contested in good faith by appropriate proceedings); and (z) permit the Prepetition Facility Agent and its representatives reasonable access to the Debtors' books and records and the Prepetition Collateral upon reasonable prior notice and during normal business hours.

(f) **Defense of Financing Order**. The Debtors shall take all steps reasonably necessary to defend this Interim Order and any Final Order, shall give prompt notice within two (2) business days upon becoming aware of any challenges or threats thereto, and shall not consent to any adverse modification of this Interim Order or any Final Order without the prior written consent of the Prepetition Facility Agent and Postpetition Facility Agent; *provided* that nothing in this paragraph shall require the Debtors or their respective boards of directors or managers to take or refrain from taking any action inconsistent with their fiduciary duties under applicable law.

(g) **Adequate Protection Reservation**. The Debtors' provision of adequate protection pursuant to this Interim Order and the Prepetition Facility Secured Parties' acceptance thereof do not constitute, and shall not be construed as, an admission or acknowledgment by the Prepetition Facility Secured Parties that their interests in the Prepetition Collateral are adequately protected within the meaning of section 361 of the Bankruptcy Code. The Prepetition Facility Secured Parties reserve all rights to seek additional or different forms of adequate protection and to assert a claim under section 507(b) of the Bankruptcy Code for any deficiency in the adequate protection provided hereunder.

6. Carve-Out.

(a) Notwithstanding anything to the contrary herein, the Debtors' obligations to the Finance Parties, and the liens, security interests and superpriority claims granted by this Interim Order or the Final Order or under the Secured Facility Documents, and the payment of all such obligations, shall be subject and subordinate in all respects to payment of the following fees and expenses: (a) the payment of unpaid fees required to be paid to the Clerk of the Court and to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a); (b) reasonable and documented fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (c) Allowed Professional Fees (as defined below) of the Estate Professionals (as defined below) prior to the delivery by the Postpetition Facility Agent of a Carve-Out Trigger Notice (defined below) (the amounts set forth in this clause (c) being the "**Pre Carve-Out Trigger Notice Cap**"); and (d) the Allowed Professional Fees of (i) Debtor Professionals in an aggregate amount not to exceed $2,000,000, and (ii) Committee

Professionals in an aggregate amount not to exceed $50,000, in each case incurred on or after the later of (i) the first business day following delivery by the Postpetition Facility Agent of the Carve-Out Trigger Notice or (ii) determination of the Court that a Termination Event has occurred, after a hearing thereon (the amounts set forth in this clause (d) being the "**Post Carve-Out Trigger Notice Cap**" and together with the Pre Carve-Out Trigger Notice Cap and the amounts set forth in clauses (a) and (b), the "**Carve-Out Cap**"); (the foregoing clauses (a) through (d), collectively, the "**Carve-Out**").

i. As used in this paragraph, persons or firms retained by (x) the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code are referred to as "**Debtor Professionals**", and (y) any official committee appointed in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a "**Committee**") are referred to as "**Committee Professionals**" and, together with the Debtor Professionals, the "**Estate Professionals**".

ii. The term "**Allowed Professional Fees**" means fees and expenses incurred prior to the applicable event set forth in this paragraph, to the extent allowed at any time, whether by interim order, procedural order, or otherwise, but subject to final allowance by the Court, without regard to whether such fees and expenses are provided for in any Approved Budget or were invoiced after the Carve-Out Trigger Notice Date. To the extent that professional fees and expenses of the Estate Professionals have been incurred by the Debtors or the Creditors' Committee at any time before or on the first business day after delivery by the Postpetition Facility Agent of a Carve-Out Trigger Notice but have not yet been allowed by the Court, such professional fees and expenses of the Estate

Professionals shall constitute Allowed Professional Fees benefiting from the Carve-Out upon their allowance by the Court, whether by interim or final compensation order, and the Carve-Out Account shall be funded to include such professional fees and expenses as set forth herein.

iii. "**Carve-Out Trigger Notice**" means a written notice stating that the Post-Carve-Out Trigger Notice Cap has been invoked, delivered by hard copy or email by the Postpetition Facility Agent to lead bankruptcy counsel for the Debtors, the U.S. Trustee, and counsel to any Committee, which notice may be delivered following the occurrence and during the continued existence of a Termination Event under the terms of this Interim Order.

iv. "**Carve-Out Trigger Notice Date**" means the day on which a Carve-Out Trigger Notice is received by the Debtors.

v. "**Carve-Out Account**" means a separate segregated account not subject to the control of the Finance Parties.

(b) Within five (5) business days of entry of this Interim Order, the Debtors shall fund into a Carve-Out Account an amount equal to the total budgeted Debtor Professionals' and Committee Professionals' fees (if any) for the first two (2) weeks set forth in the Approved Budget and, thereafter, the Debtors are authorized to transfer into the Carve-Out Account on a weekly basis cash in an amount equal to the estimated Debtor Professionals' and Committee Professionals' fees (if any), respectively, (excluding any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors) for the next unfunded week set forth in the Approved Budget, which shall be determined by the applicable Estate Professional in its reasonable discretion. Thereafter, the Debtors shall use such funds held in the Carve-Out Account to pay Estate Professional fees as they become allowed and payable pursuant to interim or final orders of the Court; provided, that the Debtors' obligations to pay the Allowed Professional Fees of the Estate Professionals shall not be limited or deemed limited to funds held in the Carve-Out Account.

(c) On the Carve-Out Trigger Notice Date, the Carve-Out Trigger Notice shall constitute a demand to the Debtors to fund the Carve-Out Account in cash in an amount equal to the Carve-Out Cap, and immediately following receipt of a Carve-Out Trigger Notice, and prior to the payment of any Secured Obligations, the Debtors shall be required to deposit into the Carve-Out Account cash in an amount equal to the difference between the applicable Carve-Out Cap (which shall be determined by the applicable Estate Professionals in their reasonable discretion based on the amount of then-unpaid Allowed Professional Fees, and may include a reasonable estimate of the applicable Estate Professionals' then-incurred fees and expenses not yet allowed) and the balance held in the applicable Carve-Out Account as of the Carve-Out Trigger Notice Date. Notwithstanding anything to the contrary herein or in the Postpetition Facility Documents, following delivery of a Carve-Out Trigger Notice, the Postpetition Facility Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve-Out Account has been fully funded as required herein in an amount equal to all obligations benefitting from the Carve-Out. Any payment or reimbursement made to any Estate Professional in respect of any Allowed Professional Fees prior to the delivery of the Carve-Out Trigger Notice shall not reduce the Carve-Out.

(d) The amounts in the Carve-Out Account shall be available only to satisfy Allowed Professional Fees and other amounts included in the Carve-Out until such amounts are paid in full. Notwithstanding anything to the contrary herein, (i) the failure of the Carve-Out Account to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out and (ii) in no way shall the Carve-Out, the Carve-Out Account, or any Approved Budget be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise). All funds in the Carve-Out Account shall be used first to pay all obligations benefitting from the Pre Carve-Out Trigger Notice Cap, until paid in full, and then the obligations benefitting from the Post Carve-Out Trigger Notice Cap; *provided* that the amount in the Carve-Out Account shall be reduced on a dollar-for-dollar basis for Allowed Professional Fees that are paid after the delivery of the Carve-Out Trigger Notice, and the Carve-Out Account shall not be replenished for such amounts so paid.

(e) Payments from the Carve-Out shall be subject to any terms and conditions of the engagement agreements and appurtenant orders for the employment of each Estate Professional. The Debtors shall be permitted to pay compensation and reimbursement of expenses incurred prior to the occurrence of a Termination Event to the extent allowed and payable under sections 330 and 331 of the Bankruptcy Code.

(f) Notwithstanding anything to the contrary herein or elsewhere, the Carve-Out shall be senior to all claims and liens, including the Postpetition Liens as well as any Adequate Protection Obligations, and the Postpetition Collateral shall exclude the Carve-Out Account; *provided* that if, after paying all amounts set forth in the definition of Carve-Out, the Carve-Out Account(s) have not been reduced to zero, all remaining funds shall be distributed first, to Postpetition Facility Agent on account of the Postpetition Obligations, unless the Postpetition Obligations have been indefeasibly paid in full in cash, second to the Prepetition Facility Agent on account of the Prepetition Obligations, and third to the Debtors. The Carve-Out Account shall not be subject to the control of the Finance Parties and the funds transferred to the Carve-Out Account shall not be subject to the Postpetition Liens, constitute Postpetition Collateral, nor be available to pay the Postpetition Obligations or Adequate Protection Obligations, until all amounts set forth in this paragraph 6 are paid in full.

(g) For the avoidance of doubt, the Finance Parties shall not be responsible for the direct payment or reimbursement of any fees or expenses of any Estate Professionals incurred in connection with the Chapter 11 Cases or any Successor Case under any chapter of the Bankruptcy Code, regardless of whether payment of such fees or disbursement has been allowed by the Court. Nothing in this Interim Order or otherwise shall be construed to obligate any of the Finance Parties in any way to pay compensation to or reimburse expenses of any Estate Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or expense reimbursement.

7. Perfection Of Postpetition Liens And Adequate Protection Replacement Liens.

(a) This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Postpetition Liens and the Adequate Protection Replacement Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document that may otherwise be required under the law of any jurisdiction, or the taking of any other action to validate or perfect such liens and security interests.

(b) Notwithstanding the foregoing, the Postpetition Facility Agent and the Prepetition Facility Agent are each authorized, but not required, in their sole discretion, to file, in any jurisdiction, such financing statements, mortgages, notices of liens, and other similar documents as they may deem necessary or advisable to perfect and enforce the Postpetition Liens or the Adequate Protection Replacement Liens, as applicable, and all such filings shall be deemed to have been made on the Petition Date. The Debtors are authorized and directed to execute and deliver to the Postpetition Facility Agent and the Prepetition Facility Agent, as applicable, all such agreements, instruments, and other documents as they may reasonably request to evidence, confirm, or perfect the Postpetition Liens and the Adequate Protection Replacement Liens.

(c) A certified copy of this Interim Order may be filed with any recording office in lieu of any financing statement, mortgage, or other instrument, and shall constitute a valid and sufficient financing statement or other perfection document for all purposes under applicable non-bankruptcy law.

8. Modifications Of The Automatic Stay.

The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified solely to the extent necessary to permit:

(a) the Debtors to grant the Postpetition Liens and the Adequate Protection Replacement Liens and to make all payments and take all other actions required or authorized hereunder;

(b) the Postpetition Facility Secured Parties to exercise all rights and remedies under this Interim Order and the Postpetition Facility Documents following a Termination Event and expiration of the Remedies Notice Period;

(c) the Prepetition Facility Secured Parties to exercise all rights and remedies under this Interim Order and the Prepetition Facility Documents following a Termination Event and expiration of the Remedies Notice Period; and

(d) the Postpetition Facility Agent and the Prepetition Facility Agent to take all actions to file, record, and perfect the Postpetition Liens and the Adequate Protection Replacement Liens as provided herein.

9. Termination Events And Remedies.

(a) **Termination Events.** The occurrence and continuance of any of the following events or conditions shall constitute a "**Termination Event**" hereunder:

i. the failure of the Debtors to comply with, observe, or perform any provision, term, condition, covenant, or obligation under this Interim Order, including compliance with the Approved Budget (subject to the Permitted Variance), if such failure is not cured within three (3) business days after written notice thereof;

ii. the reversal, modification, amendment, vacation, or stay of this Interim Order or any Final Order, or any order of the Court relating to the use of Cash Collateral or the Postpetition Facility, without the prior written consent of the Postpetition Facility Agent and the Prepetition Facility Agent;

iii. if (x) the Interim Order is not entered within 3 Business Days of the Petition Date or (y) the Final Order is not entered within 30 calendar days of the Petition Date;

iv. the appointment of a trustee in bankruptcy or examiner with enlarged or expanded powers in any of the Chapter 11 Cases;

v. the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

vi. the dismissal of any of the Chapter 11 Cases, or the filing by any Debtor of a motion seeking such dismissal;

vii. the Debtors, or any Debtor, commencing any action or proceeding challenging, or supporting any third party in challenging, the validity, enforceability, priority, perfection, or non-avoidability of the Prepetition

Liens, the Prepetition Obligations, the Postpetition Liens, or the Postpetition Obligations;

viii. the entry of any order of the Court granting any lien on or security interest in any of the Debtors' assets that is senior to, or pari passu with, the Prepetition Liens or Postpetition Liens, or granting any superpriority or administrative expense claim that is senior to or pari passu with the Adequate Protection Superpriority Claim or Postpetition Superpriority Claim, in each case without the prior written consent of the Prepetition Facility Agent or Postpetition Facility Agent (as applicable);

ix. the entry of any order granting relief from the automatic stay with respect to the Prepetition Collateral or the Postpetition Collateral, without the prior written consent of the Prepetition Facility Agent or Postpetition Facility Agent (as applicable);

x. the entry of any order approving, or the filing of any motion by any Debtor seeking, a section 363 sale of any assets outside the ordinary course of business; *provided* that none of the following shall constitute a Termination Event under this clause (x): (A) the filing of any motion or the entry of any order in connection with any Permitted Sale; (B) the filing of any motion or the entry of any order approving any other sale of assets with respect to which the Postpetition Facility Agent has provided prior written consent; or (C) in the case where the Debtors do not have a confirmable chapter 11 plan, the filing of any motion or the entry of any order approving the alternative sale of the Debtors' assets, in each case solely to the extent such sale is on terms that have been expressly agreed to in writing by the Finance Parties;

xi. the termination or modification of the Debtors' exclusive periods to file or solicit acceptances of a plan of reorganization, without the prior written consent of the Prepetition Facility Agent and Postpetition Facility Agent;

xii. the occurrence of any event of default under the Secured Facility Documents (after giving effect to any applicable notice and cure periods set forth therein);

xiii. any Debtor takes any action that would impair or subordinate the Prepetition Facility Secured Parties' or Postpetition Facility Secured Parties' liens, claims, or protections under this Interim Order or the Prepetition Facility Documents or Postpetition Facility Documents without the prior written consent of the Prepetition Facility Agent or Postpetition Facility Agent (as applicable) if such event is not cured within three (3) business days after written notice thereof; and

xiv. the Debtors do not comply with the Milestones (as defined in the RSA), unless such Milestone is waived or extended by the Prepetition Facility Agent and Postpetition Facility Agent.

(b) **Interim Period; Automatic Expiration.** The Debtors' authorization to use Cash Collateral pursuant to this Interim Order shall expire upon the earliest to occur of: (i) thirty-five (35) days after the Petition Date (or such later date as the Postpetition Facility Agent may agree in writing); (ii) entry of the Final Order; (iii) the occurrence of a Termination Event (subject to the Remedies Notice Period as set forth in paragraph 9(c)); and (iv) the effective date of any confirmed plan of reorganization in the Chapter 11 Cases (collectively, the "**Termination Date**," and the period from the Petition Date through the Termination Date, the "**Interim Period**").

(c) **Remedies Notice Period; Stay Relief Motion.** Subject to the terms of the Secured Facility Documents and without the need for filing any motion for relief from the automatic stay or any other pleading, the Prepetition Facility Agent and/or Postpetition Facility Agent (as applicable) may deliver a written notice (with a copy filed with this Court) (a "**Default Notice**," and the date of delivery of such Default Notice, the "**Default Notice Date**") to: (i) the Debtors; (ii) counsel to the Debtors; (iii) the United States Trustee; and (iv) counsel to any Committee (the "**Remedies Notice Parties**") of the occurrence of a Termination Event.

i. During the five (5) business days' period following the delivery of a Default Notice (the "**Remedies Notice Period**"), the Debtors or any other party in interest may seek an emergency hearing before the Court to be held during the Remedies Notice Period (and must provide prompt notice of such hearing to the Remedies Notice Parties) to contest whether a Termination Event has occurred and is continuing or to obtain authority for the non-consensual use of Cash Collateral. If a request for such hearing is made prior to the end of the Remedies Notice Period, then the Remedies Notice Period shall be continued until the Court hears and rules with respect thereto.

ii. Upon expiration of the Remedies Notice Period, the automatic stay shall terminate solely to the extent necessary for one or more (without limitation) of the following to occur to the extent elected by the Prepetition Facility Agent and/or Postpetition Facility Agent (as applicable): (i) the Debtors' authority to use Cash Collateral of the Prepetition Facility Secured Parties may be terminated, reduced or restricted (subject only to the Carve-Out and except as set forth in this paragraph 9); (ii) the Postpetition Obligations shall (subject only to the Carve-Out) be immediately accelerated and due and payable for all purposes, rights, and remedies, without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Debtors; (iii) the termination, reduction, or restriction of any further Postpetition Commitments under the Postpetition Facility to the extent any such Postpetition Commitments remain outstanding; (iv) subject to the funding of the Carve-Out in accordance with the terms of this Interim Order, the Postpetition Facility shall be terminated with respect to any future liability or obligation of the Prepetition Facility Secured Parties or the Postpetition Facility Secured Parties, but, for the avoidance of doubt, without affecting any of the applicable Postpetition Liens or Postpetition Obligations; or (v) the delivery of a Carve-Out Trigger Notice.

iii. The Prepetition Facility Agent and/or Postpetition Facility Agent (as applicable) shall be required to file an emergency motion with the Court (the "**Stay Relief Motion**") on at least five (5) business days' notice prior to exercising any other right or remedy with respect to the Postpetition Collateral or the Postpetition Liens permitted under the Postpetition Facility Documents or applicable law or the Prepetition Collateral or the Prepetition Liens permitted under the Prepetition Facility Documents or applicable law. Upon the Court's granting of the Stay Relief Motion, the Prepetition Facility Secured Parties and/or Postpetition Facility Secured Parties (as applicable) may exercise all rights and remedies available to them under this Interim Order, the

Prepetition Facility Documents, the Postpetition Facility Documents, and applicable law.

iv. Notwithstanding anything herein to the contrary, no Stay Relief Motion or Remedies Notice Period shall be required with respect to any Termination Event arising from conversion of, or appointment of a trustee or examiner with expanded powers in, any of the Chapter 11 Cases, or any circumstance involving imminent dissipation, transfer, encumbrance, or impairment of the Prepetition Collateral or Postpetition Collateral.

(d) **Emergency Use.** Notwithstanding the foregoing, during the Remedies Notice Period the Debtors shall be authorized to continue using Cash Collateral to fund the Carve-Out and other essential operating expenses set forth in the Approved Budget as necessary to preserve the value of the estates and the Prepetition Collateral and Postpetition Collateral. Further, notwithstanding the foregoing, in the event of an emergency circumstance involving the imminent dissipation, transfer, encumbrance, or impairment of any such collateral, the Prepetition Facility Agent or Postpetition Facility Agent (as applicable) may apply to this Court on an emergency basis for relief from the automatic stay without being required to observe the full Remedies Notice Period.

10. Restrictions On Use Of Cash Collateral and Postpetition Proceeds. No proceeds of Prepetition Collateral, Postpetition Collateral, or amounts within the Carve-Out shall be used, directly or indirectly, to: (i) investigate, initiate, prosecute, litigate, finance, or support any claim, action, suit, adversary proceeding, contested matter, or other proceeding (A) challenging the validity, perfection, priority, enforceability, or non-avoidability of any Postpetition Lien, Adequate Protection Replacement Lien, Prepetition Lien, or any claim of any Finance Party; (B) against any Finance Party in connection with any Secured Facility

Document or any transactions related thereto; or (C) seeking to avoid, modify, subordinate, or recharacterize any Finance Party's lien or claim; (ii) seek to obtain postpetition financing from any party other than the Postpetition Facility Lender that would grant priming or *pari passu* liens on Postpetition Collateral without payment in full in cash of all Postpetition Obligations; or (iii) assert any defense, counterclaim, or offset against any Finance Party's enforcement rights or claims under this Interim Order or any Secured Facility Document. Notwithstanding the foregoing, the proceeds of the Postpetition Facility and Cash Collateral may be used by any Committee to investigate (but not to prosecute or initiate the prosecution of, including the preparation of any complaint or motion on account of) (A) the claims and liens of the Prepetition Facility Secured Parties and (B) potential claims, counterclaims, causes of action or defenses against the Prepetition Facility Secured Parties up to an aggregate cap of no more than $25,000.

11. Section 506(c) And Section 552(b). Subject to entry of a Final Order, (a) the Debtors shall be deemed to have waived, for the benefit of the Prepetition Facility Secured Parties and the Postpetition Facility Secured Parties, any right to surcharge the Prepetition Collateral or the Postpetition Collateral pursuant to section 506(c) of the Bankruptcy Code or any other applicable law, and (b) the Prepetition Facility Secured Parties and the Postpetition Facility Secured Parties shall not be subject to the "equities of the case" exception under section 552(b) of the Bankruptcy Code with respect to the proceeds, products, offspring, or profits of any Prepetition Collateral or Postpetition Collateral (as applicable). For the avoidance of doubt, this paragraph shall have no force or effect on an interim basis, and no such waiver or exception shall be operative under this Interim Order.

12. Marshaling Waiver. Subject to entry of a Final Order, in no event shall any Prepetition Facility Secured Party or Postpetition Facility Secured Party be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Prepetition Collateral or Postpetition Collateral.

13. Proofs Of Claim.

(a) None of the Prepetition Facility Secured Parties or the Postpetition Facility Secured Parties shall be required to file proofs of claim in any of the Chapter 11 Cases or in any case under chapter 7 of the Bankruptcy Code to which any Chapter 11 Case may be converted (each, a "**Successor Case**"). The Debtors' Stipulations set forth in this Interim Order, together with the findings of this Interim Order regarding the Postpetition Obligations, the Postpetition Liens, the Postpetition Superpriority Claim, the Adequate Protection Replacement Liens, and the Adequate Protection Superpriority Claim, shall be deemed to constitute timely filed proofs of claim against each of the applicable Debtors in these Chapter 11 Cases and any Successor Cases in respect of all such obligations and claims.

(b) Any order entered by this Court in relation to the establishment of a bar date for any claim (including, without limitation, administrative expense claims) in any of the Chapter 11 Cases or any Successor Case shall not apply to the Prepetition Facility Secured Parties or the Postpetition Facility Secured Parties with respect to any and all claims, rights, and interests, including, without limitation, all claims arising under or related to the Prepetition Facility Documents, the Postpetition Facility Documents, this Interim Order, or any Final Order. The provisions of this Interim Order (and, upon entry thereof, any Final Order) relating to the amount and priority of the Prepetition Obligations, the Postpetition Obligations, the Prepetition Liens, the Postpetition Liens, the Adequate Protection Replacement Liens, the Postpetition Superpriority Claim, the Adequate Protection Superpriority Claim, and any adequate protection payments made pursuant to this Interim Order or any Final Order shall constitute sufficient and timely filed proofs of claim and, where applicable, administrative expense requests in respect of all such obligations and claims and such secured status.

14. Controlling Effect; Conflict With Other Documents. To the extent of any conflict or inconsistency between the terms of this Interim Order and the terms of any Secured Facility Document, the terms of this Interim Order shall control and govern. The terms of any Final Order shall control over the terms of this Interim Order to the extent of any conflict.

15. Binding Effect; Successors and Assigns. The provisions of this Interim Order shall be binding upon all parties in interest in the Chapter 11 Cases, including the Prepetition Facility Secured Parties, the Postpetition Facility Secured Parties, the Debtors, any Committee, and each of their respective successors and assigns, and shall inure to the benefit of the Prepetition Facility Secured Parties, the Postpetition Facility Secured Parties, the Debtors, and their respective successors and assigns. In the event any or all of the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code or dismissed, or a trustee is appointed in any of the Chapter 11 Cases, the Postpetition Liens, the Adequate Protection Replacement Liens, the Postpetition Superpriority Claim, and the Adequate Protection Superpriority Claim shall each continue in full force and effect and shall maintain their respective priorities as provided herein.

16. Binding Effect of Debtors' Stipulations; Challenge Period.

(a) The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances and for all purposes upon entry of this Interim Order.

(b) The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless (a) such committee or any other party in interest with requisite standing (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the expiration of the Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, inter alia, in this paragraph) by no later than (i)(x) as to any Committee only, 60 calendar days from the formation of the Committee, (y) if the Chapter 11 Cases are converted to chapter 7 and a chapter 7 trustee or a chapter 11 trustee is appointed or elected prior to the end of the Challenge Period (as defined below), then the Challenge Period for any such chapter 7 trustee or chapter 11 trustee shall be extended (solely as to such chapter 7 trustee and chapter 11 trustee) to the date that is the later of (1) 60 calendar days after entry of this Interim Order, or (2) the date that is 30 calendar days after the appointment of such chapter 7 or chapter 11 trustee, and (z) as for all other parties in interest, 45 calendar days after entry of this Interim Order; (ii) any such later date as has been agreed to in writing by the Debtors, the Postpetition Facility Agent, and the Prepetition Facility Agent; or (iii) any such later date as has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (i)-(iii), the "**Challenge Period**"), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Obligations or the Prepetition Liens, or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "**Challenges**") against the Prepetition Facility Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "**Representative**" and, collectively, the "**Representatives**") in connection with matters related to the Prepetition Facility Documents, the Prepetition Obligations, the Prepetition Liens and the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, however, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim, and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred, including any amended or additional claims that may or could have been asserted thereafter through an amended complaint under Fed. R. Civ. P. 15 or otherwise. No Challenge may be amended, supplemented, or otherwise modified after expiration of the Challenge Period to assert any additional claim, cause of action, theory, factual basis, remedy, or party, whether under Fed. R. Civ. P. 15 or otherwise.

(c) If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (1) the Debtors' stipulations, admissions, agreements and releases contained in this Interim Order shall be binding on all parties in interest; (2) the obligations of the Debtors under the Prepetition Facility Documents, including the Prepetition

Obligations, shall constitute allowed claims not subject to defense, avoidance, reduction, setoff, claim, counterclaim, cross-claim, recharacterization, subordination (whether equitable, contractual or otherwise), disallowance, impairment, recoupment, offset, avoidance, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s); (3) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to defense, avoidance, reduction, setoff, claim, counterclaim, cross-claim, recharacterization, subordination (whether equitable, contractual or otherwise), disallowance, impairment, recoupment, offset, avoidance, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity; and (4) the Prepetition Obligations and the Prepetition Liens on the Prepetition Collateral shall not be subject to any other or further claim or challenge by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defenses, claims, causes of action, counterclaims and offsets by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against the Prepetition Facility Secured Parties and their Representatives arising out of or relating to any of the Prepetition Facility Documents, the Prepetition Obligations, the

Prepetition Liens and the Prepetition Collateral shall be deemed forever waived, released and barred. Any proceeding purporting to assert a Challenge that is filed after the expiration of the applicable Challenge Period shall be deemed void ab initio. If any such Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any statutory or nonstatutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Facility Documents, the Prepetition Obligations or the Prepetition Liens, and any ruling on standing, if appealed, shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization. Neither the filing, prosecution, appeal, or pendency of any Challenge, nor any request for standing or derivative authority to pursue any Challenge, shall stay, extend, delay, or otherwise impair the Debtors' obligations to comply with the Milestones, pursue confirmation of the Plan, consummate any Permitted Sale, or otherwise perform under the RSA, the Secured Facility Documents, this Interim Order, or any Final Order, absent the prior written consent of the Prepetition Facility Agent and Postpetition Facility Agent.

17. **No Waiver.** The failure or delay on the part of any Prepetition Facility Secured Party or Postpetition Facility Secured Party to seek relief or otherwise exercise their rights and remedies under this Interim Order or the applicable Secured Facility Documents shall not constitute a waiver of any of their respective rights, remedies, powers, or privileges.

18. **Indemnification.** The Finance Parties have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the Postpetition Facility and the use of Cash Collateral, including in respect of the granting of the Postpetition Liens and the Adequate Protection Liens, any challenges or objections to the Postpetition Facility or the use of Cash Collateral, the Secured Facility Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, the Finance Parties shall be and hereby are indemnified (as applicable) as provided in the Secured Facility Documents, as applicable, including, without limitation, Clause 16 of the Secured Facility Agreement. The Debtors agree that no exception or defense in contract, law, or equity exists as of the date of this Interim Order to any obligation set forth, as the case may be, in this paragraph 18 or in the Secured Facility Documents to indemnify and/or hold harmless the Finance Parties, and any such defenses that may be in existence as of the date of this Interim Order are hereby waived.

19. **Survival.** The rights and remedies of the Finance Parties specified herein are cumulative and not exclusive of any rights or remedies that any such party may have under the Secured Facility Documents, applicable law, or otherwise. The Debtors' obligations under this Interim Order shall survive entry of any order (i) converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, (ii) dismissing any Chapter 11 Case, or (iii) confirming a chapter 11 plan in any Chapter 11 Case, and any such order shall not affect the validity, enforceability, or priority of the Postpetition Liens, the Adequate Protection Replacement Liens, the Postpetition Superpriority Claim, or the Adequate Protection Superpriority Claim.

20. Final Hearing.

(a) The Final Hearing on the Motion shall be held before the Honorable Christopher M. Lopez of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, at 8/17 at 2:00 pm (prevailing Central Time).

(b) Any party in interest objecting to the relief sought on a final basis shall file and serve a written objection no later than seven (7) days prior to the Final Hearing (the "**Objection Deadline**"), which objection shall be served upon: (i) counsel to the Debtors, Sidley Austin LLP, 1000 Louisiana Street, Suite 5900, Houston, TX 77002, Attn: Duston K. McFaul (dmcfaul@sidley.com) and 787 Seventh Avenue, New York, NY 10019, Attn: Stephen E. Hessler, Ameneh Bordi, and Jonathan E. Mitnick (shessler@sidley.com, abordi@sidley.com, and jemitnick@sidley.com); (ii) counsel to the Prepetition Facility Agent and Postpetition Facility Agent, White & Case LLP, Southeast Financial Center, 200 South Biscayne Boulevard, Suite 4900, Miami, FL 33131, Attn: Richard S. Kebrdle (rkebrdle@whitecase.com) and 1221 Avenue of the Americas, New York, NY 10020, Attn: Charu Chitwan (charu.chitwan@whitecase.com); (iii) the Office of the United States Trustee for the Southern District of Texas, Attn: Ha Nguyen (Ha.Nguyen@usdoj.gov); and (iv) counsel to any Committee.

(c) The Debtors shall serve a copy of this Interim Order and notice of the Final Hearing via overnight mail, facsimile, and/or electronic transmission no later than two (2) business days after entry of this Interim Order upon all parties entitled to notice under Bankruptcy Rules 2002 and 4001 and the Local Rules, and all parties who have filed a notice of appearance in the Chapter 11 Cases.

21. Immediate Effectiveness. Notwithstanding Bankruptcy Rules 4001(a)(3), 4001(c)(2), and 6004(h) or any other Bankruptcy Rule or Local Rule imposing a stay of the effectiveness of an order of this Court, this Interim Order shall be valid, binding, effective, and enforceable immediately upon entry by the Bankruptcy Court, and the 14-day stay otherwise applicable to this Interim Order pursuant to any such rule is hereby expressly waived for cause shown. Any party seeking a stay pending appeal of this Interim Order shall be required to seek such relief from the Court in the first instance.

22. Retention Of Jurisdiction. This Court retains exclusive jurisdiction to enforce this Interim Order and to adjudicate any and all disputes relating to the Postpetition Facility, the Cash Collateral authorization, the Postpetition Liens, the Adequate Protection Replacement Liens, the Carve-Out, or any other rights or obligations arising under this Interim Order.

Signed: July 20, 2026

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge