UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

DEBTOR'S EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS PURSUANT TO SECTIONS 105, 361, 362, 363, 364, AND 507 OF THE BANKRUPTCY CODE (I) AUTHORIZING THE DEBTOR TO (A) OBTAIN POSTPETITION SECURED FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION, (IV) MODIFYING THE AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 8:00 a.m. (prevailing Central Time) on May 22, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on May 22, 2026, at 8:00 a.m. (prevailing Central Time) in Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002.

Participation at the hearing will only be permitted by an audio and video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number.

Judge Pérez's conference room number is 282694. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Pérez's homepage. The meeting code is "Judge Pérez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Pérez's homepage. Select the case name, complete the required fields and click "Submit" to complete your appearance.

Warrior Technologies, LLC (the "**Debtor**"), the debtor and debtor-in-possession in the above-captioned chapter 11 case (the "**Chapter 11 Case**"),[1] respectfully states the following in support of this motion (this "**Motion**"):

INTRODUCTION

1. The Debtor urgently needs access to postpetition financing to operate its business. The DIP Facility (defined below) will provide the Debtor with a lifeline to pay its more than 250 employees, to maintain continued service to its clients in upstream, midstream, and downstream oil and gas operations, as well as renewable energy, construction, food processing, and public-sector clients, and to propose and confirm its reorganization plan.

2. To that end, by the Motion, the Debtor seeks entry of an interim order (the "**Interim Order**") and a final order (the "**Final Order**" and together with the Interim Order, the "**DIP Orders**") under sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d), 364(e), and 507 of the Bankruptcy Code, and Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "**Bankruptcy Rules**"), and the Local Bankruptcy Rules for the Southern District of Texas (the "**Local Rules**"), inter alia (a) authorizing the Debtor to enter into a $5.7 million senior, secured superpriority debtor-in-possession financing facility (the "**Term DIP Facility**"), (b) approving a roll-up of the Debtor's existing approximately $14.2 million revolving loan facility (the "**Revolving DIP Facility**", and together with the Term DIP Facility, the "**DIP Facility**") and additional borrowing under the Revolving Facility up to a maximum of

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[1] A detailed description of the Debtor and its business, and the facts and circumstances supporting the Debtor's Chapter 11 Case, which was filed under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") on May 21, 2026 (the "**Petition Date**"), are set forth in greater detail in the Declaration of H.H. Wommack, III in Support of Chapter 11 Petition and First Day Motions (the "**First Day Declaration**"). Capitalized terms used, but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

$18 million (inclusive of prepetition amounts), (c) granting to Commercial Funding, Inc. ("**CFI**") and Commercial Credit Group Inc. ("**CCG**", and together with CFI, the "**Lenders**") security interests in and liens on the collateral and a superpriority administrative expense claim to secure the obligations of the Debtor under the DIP Facility plus priming liens to secure the Term DIP Facility; (d) the consensual use of cash collateral, (e) scheduling a final hearing (the "**Final Hearing**") to consider entry of the Final Order, and (f) granting related relief. A proposed form of Interim Order is attached hereto as Exhibit A. The salient terms of the DIP Facility are set forth on the DIP Financing Terms and Conditions attached hereto as Exhibit B (as amended from time to time, the "**DIP Terms**"), the related loan documents, including the "**DIP Term Note**", attached hereto as Exhibit C, and the "**A&R Revolving Facility Agreement**", attached hereto as Exhibit D (collectively, the "**Loan Documents**"), and the Budget (as defined below) (together, the "**DIP Documents**").

3. The Debtor seeks emergency approval of the Interim Order to authorize it to make certain urgent payments that the Debtor will not be able to pay without the benefit of the DIP Facility. For example, the Debtor urgently needs to pay its insurance premium financing costs or will risk imminent cancellation of its insurance policies. The Debtor also needs funds to pay for the fuel that operates that Debtor's trucks and equipment. The Debtor also needs to make payroll by May 29, 2026, which would need to be drawn by May 27, 2026. Certain other expected ordinary course expenses are required to be paid through approximately the interim period. Based on the foregoing, the Debtor seeks emergency interim authority to borrow up to a maximum outstanding amount of $2.7 million as itemized on the budget (the "**Budget**") attached as Exhibit E hereto. The Debtor further requests that the Court set a final hearing within thirty (30) days of entry of the Interim Order to consider entry of the Final Order.

4. Without access to the DIP Facility or the use of cash collateral, the Debtor will not have adequate liquidity to maintain uninterrupted operations. Any failure to meet its obligations in the ordinary course of business would harm the Debtor's employees, vendors, creditors and clients. Obtaining the necessary DIP Facility on the terms proposed in this Motion is well within the sound discretion and good business judgment of the Debtor and will permit the Debtor to preserve the value of its business to the benefit of all involved.

JURISDICTION AND VENUE

5. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The statutory bases for the relief requested herein are §§ 105(a), 361, 362, 363, 364 and 507 of the Bankruptcy Code, and Rules 2002, 4001, and 9014 of the Bankruptcy Rules.

THE DEBTOR'S BUSINESS

7. The Debtor is an independent environmental and industrial services company headquartered in Midland, Texas and founded in 2017. The Debtor's core business services clients in upstream, midstream, and downstream oil and gas operations, as well as renewable energy, construction, food processing, and public-sector clients. The Debtor's core business activities include: (a) environmental and industrial cleaning, (b) mechanical services, (c) hydroexcavation and line finding, (d) trucking and transportation, (e) demolition, abandonment, and abatement, and (f) gas mitigation and scrubbing.

8. As described in greater detail in the First Day Declaration, the Debtor's main assets include trucks and other machinery necessary to perform its core business activities, as well as

certain intellectual property for in-house developed cleaning tools and above ground tank cleaning processes and accounts receivables.

9. A more detailed description of the Debtor and its business, and the facts and circumstances supporting the Debtor's Chapter 11 Case, are set forth in greater detail in the First Day Declaration, filed contemporaneously with the Debtor's voluntary petition for relief filed on the Petition Date and incorporated herein by reference.

10. The Lenders are affiliated independent financial services companies—both subsidiaries of Commercial Credit, Inc.—specializing in financing for small to mid-sized businesses in North America.

THE DEBTOR'S BANKRUPTCY CASE

11. On the Petition Date, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its businesses as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Cases. No committee has been appointed in this case.

THE DIP FACILITY

12. In order to keep the Debtor operating to the date of plan confirmation and beyond, the Debtor seeks to (1) rollup and continue borrowing under the Revolving Facility, as amended pursuant to the terms of the DIP Documents, and (2) borrow up to an incremental amount of $5.7 million of financing through the DIP Term Facility, described herein. The complete terms of the DIP Facility are set forth in detail on the attached DIP Terms and in the DIP Documents. Without limiting those terms, the salient provisions of the DIP Facility are summarized below. The below summary is for informational purposes, and the Debtor urges all parties in interest to review the

DIP Documents in their entirety. Nothing herein is intended to modify the DIP Documents. In the event of any conflict between the summary below and the DIP Documents, the DIP Terms will control.

Provision	Summary of Material Terms	Section
Borrower:	The Debtor	Introduction to DIP Terms; Introduction to Term DIP Facility Agreement; Introduction to A&R Revolving Facility Agreement
Guaranty:	Personal guaranty from Debtor's CEO	Section 3(l) of DIP Terms
Lenders:	<u>Term DIP Facility</u>: Commercial Credit Group Inc. <u>Revolving Facility</u>: Commercial Funding Inc.	Introduction to DIP Terms; DIP Term Note; Introduction to A&R Revolving Facility Agreement
Term DIP Facility:	Term Loan in the amount of $5.7 million; provided that the Term DIP Facility is to be used to fund shortfalls between the approved Budget (defined below) and amounts available under the Revolving Facility. Amounts repaid may not be reborrowed.	Section 2 of DIP Terms; Section 1 of DIP Term Note
Revolving Facility:	Revolving credit facility in the maximum amount of $18 million. The Revolving Facility will roll-up approximately $14.2 million of pre-Petition Date debt as the Debtor collects outstanding accounts receivable. On a weekly basis, the Debtor may draw up to 100% of its sales for the week. Importantly, more than $6 million of debt under the pre-Petition Date revolving facility is incurring penalties and interest because the Debtor is over advanced under that facility. The Debtor believes these terms are justified given its ability to re-	Section 1 of DIP Terms; Recitals, Section 1, and Section 2.2 of A&R Revolving Facility Agreement;

	draw amounts under the Revolving Facility on a post-Petition Date basis and because the roll-up will reduce the penalties and interest that the Debtor might otherwise owe to CFI.	
Maximum Advances:	Maximum Advances under the revolving DIP Facility shall be capped at $18 million for the Revolving Facility, inclusive of the approximately $14.2 million owed by the Debtor to CFI under the Revolving Facility as of the Petition Date, and $5.7 million under the Term DIP Facility.	Sections 1-2 of DIP Terms; Section 1 of DIP Term Note; Recitals and Section 1 to A&R Revolving Facility Agreement
Use of DIP Proceeds and Cash Collateral:	The proceeds of the DIP Facility and cash collateral will be used (i) to pay fees and expenses relating to the DIP Facility, (ii) to provide working capital for the Debtor and (iii) to fund other expenditures approved by the Lenders relating to the Debtor as set forth in the Budget.	Section 3(f) of DIP Terms; Paragraph 3 of Proposed Interim DIP Order; Section 2 of DIP Term Note; Section 4.1 of A&R Revolving Facility Agreement
Budget:	An initial Budget is attached hereto as <u>Exhibit E</u>. Additional 13-week cash flow projections will be provided as set forth in the DIP Terms.	Section 3(e) of DIP Terms; Section 2 of DIP Term Note; Section 4.1 of A&R Revolving Facility Agreement
Maturity:	Six (6) months from the Petition Date.	Sections 1-2 of DIP Terms; Section 1 of DIP Term Note; Section 1 of A&R Revolving Facility Agreement
Interest rate and fees:	<u>Term DIP Facility</u>: 10% interest per annum with monthly interest-only payments, payable in arrears. <u>Revolving Facility</u>: • Prime Rate as stated in the Wall Street Journal + 0.625%, subject to a floor of 9.13%.	Sections 1-2 of DIP Terms; Section 1 of DIP Term Note; Sections 2.3 and 2.7 of A&R Revolving Facility Agreement

	• <u>Fees</u>: In addition to other customary fees, the Revolving Facility shall be subject to: ○ <u>Administration Fee</u>: 0.25% of the average daily Revolving Facility balance, which fee shall be payable monthly in arrears on the last day of each month and on the Termination Date. ○ <u>Unused Line Fee</u>: of 0.15% per month of the unused portion of the Maximum Revolving Credit Amount, calculated on the daily unused portion of the Maximum Revolving Credit Amount, which fee shall be payable monthly in arrears on the last day of each month and on the Termination Date. ○ <u>Annual Fee</u>: 1% of the Maximum Revolving Credit Amount due on initial funding and each anniversary of the Effective Date, which annual fee shall be fully earned upon initial funding and each anniversary of the Effective Date. ○ <u>Termination Fee</u>: 0.167% multiplied by the number of months, or fraction thereof remaining until the Maturity Date multiplied by the Maximum Revolving Credit Amount but in no event less than 0.5% of the Maximum Revolving Credit Amount.	

Adequate Protection:	Debtor shall make adequate protection payments to CFI on the Revolving Facility balance and adequate protection payments to CCG on account of the prepetition indebtedness owing to CCG, in an amount not less than the greater of a) the monthly interest accruing thereon and b) the product of the replacement value of CCG's equipment collateral and the highest depreciation rate to which the Debtor has stipulated or been ordered to pay any other secured creditor as adequate protection in this Chapter 11 Case.	Section 3(e) of DIP Terms; Paragraph 4 of Proposed Interim DIP Order; Section 2.2 of A&R Revolving Facility Agreement
Superpriority Claim:	The DIP Facility will be entitled to joint and several superpriority administrative claim status in the Chapter 11 Case, subject to the Carve-out. The DIP Facility superpriority claim will not be paid from the proceeds of any avoidance actions.	Sections 1-2 and Section 3(j) of DIP Terms; Paragraph 2(ii) of Proposed Interim DIP Order; Section 2 of DIP Term Note; Section 1 of A&R Revolving Facility Agreement
Collateral:	DIP Facility shall be cross-collateralized and cross-defaulted to any other obligations the Debtor may have now or in the future with the Lenders, or any of its subsidiaries or affiliates. <u>Term DIP Facility</u>: Priming, first-priority lien on all assets of the Debtor, subject only to the Carve-Out. <u>Revolving Facility</u>: Subject to the Carve-Out: (i) a first position lien and security interest in all pre-petition and post-petition cash collateral (as defined in Bankruptcy Code § 363(a)) and all other assets of Debtor to the same extent that Lender has a such priority as of the bankruptcy Petition Date,	Sections 1-2 of DIP Terms; Section 8-11 of DIP Term Note; Section 2.8 of A&R Revolving Facility Agreement

	(ii) a first position lien on all unencumbered assets of the Debtor, excluding Chapter 5 avoidance claims, and, for avoidance of doubt, on all assets of the Debtor to which any of the Lenders have priority as of the Petition Date, and (iii) a junior security interest in all other previously encumbered assets of the Debtor (all of which may be collectively referred to herein as "**Collateral**" or the "**DIP Collateral**" in the DIP Order). The foregoing liens will be subject to automatic perfection under the DIP Order, though the Lender may choose to file financing statements or a copy of the DIP Order as evidence of perfection.	
Carve-Out:	The liens securing the DIP Facility and the superpriority claims described above shall be subject to a carve-out for the following: • Fees payable pursuant to 28 U.S.C. §156(c) and § 1930(a). • All of Debtor's professional fees approved by the Bankruptcy Court in the Chapter 11 Case, subject to the Budget; provided, however: (a) that funds provided pursuant to the Budget and/or the Carve-Out shall not be used by the Debtor or official committee of unsecured creditors ("**Committee**") for any actions adverse in any manner to CFI or CCG; and (b) the Carve-Out for professional fees of any Committee shall be capped at $20,000, with no more than $10,000 used for any investigation of CFI or CCG.	Section 3(i) of DIP Terms; Paragraph 7 of Proposed Interim DIP Order

Voluntary payments:	The Term DIP Facility is subject to a prepayment premium equal to the sum of .00167 of the principal amount then being prepaid multiplied by the number of whole or partial calendar months between the date of the prepayment and the scheduled final maturity date of the indebtedness being prepaid but not more than the maximum amount permitted by law. No reborrowing is permitted under the Term DIP Facility. The Debtor may repay and reborrow under the Revolving Facility under the terms and conditions of the A&R Revolving Facility Agreement. If the Debtor terminates the A&R Revolving DIP Facility prior to the Maturity Date, Debtor must pay the Termination Fee	Section 2 of DIP Terms; Section 7 of DIP Term Note; Sections 2.1, 2.7.5 and 2.13 of A&R Revolving Facility Agreement
Lockbox:	All collections by the Debtor shall be directed to CFI's lockbox and shall be applied to the Revolving Facility balance, subject to a roll-up of the prepetition indebtedness. If the Debtor receives any payment directly, it shall immediately forward the same to CFI's lockbox. All Advances, net of adequate protection payments to the Lenders under each DIP facility, which shall be directed to the Lenders, shall be directed to and deposited in appropriate debtor-in-possession bank accounts, unless and to the extent otherwise permitted by the Bankruptcy Court.	Section 1 of DIP Terms; Section 2.5 of A&R Revolving Facility Agreement
Representation and Warranties:	Representations and warranties set forth on the DIP Terms, DIP Term Note and A&R Revolving Facility Agreement.	Section 4 of DIP Term Note; Section 3 of A&R Revolving Facility Agreement
Covenants/Conditions to Funding:	<u>Budgeting and Reporting</u>: Debtor shall provide: (i) 13-week operating budgets on a weekly rolling basis, which	Section 3(e), (j) of DIP Terms; Section 2 of DIP Term Note; Sections 4.1, 4.5, and

	shall include adequate protection payments, with the initial Budget attached to the DIP Terms; (ii) weekly budget-to-actual variance reports; (iii) customary borrowing base reporting on a weekly basis; and (iv) a report indicating each unit of equipment owned or leased by the Debtor, its orderly liquidation value and replacement value, and the balance of debt secured thereby that is senior to CFI's and CCG's prepetition indebtedness. Debtor shall be authorized to use the loan proceeds to pay the expenses set forth in the Budget attached as <u>Exhibit E</u> hereto, with authority to deviate from the expense line items contained in the Budget by no more than 10% on an aggregate, rolling basis. The parties may agree to modify the Budget by written agreement and without further Order of the Court or a hearing. Lenders must approve all future budgets in their sole discretion. Debtor to deliver weekly variance reports and borrowing base certificate to the Lenders. Debtor will cooperate with Lenders in providing information and other assistance towards collecting accounts, both pre- and post-petition. <u>Conditions to Lending</u>: • Applicable DIP Order has been entered, is in effect and has not been stayed or modified; • Sufficient availability exists under the DIP Facility;	5 of A&R Revolving Facility Agreement

	• The Debtor has paid all fees owed to Lender (or will pay such fees from the proceeds of the contemplated loan); • The Debtor shall be in material compliance with the Loan Documents, and no defaults or Events of Default shall exist under the Loan Documents; • No trustee or examiner with expanded powers shall have been appointed with respect to the Debtors or the Debtor Facilities; • No material adverse change in the operations, assets, revenues, financial condition, profits or prospects of the Debtor (other than by virtue of the commencement of the Chapter 11 Case); • The Lender shall have received the applicable Budget in form and substance satisfactory to the Lender; and • All of the Debtor's representations and warranties in the DIP Terms shall be true and correct in all meaningful respects.	
Events of Default:	Among others: (i) collection by the Debtors of any accounts which are not within 48 hours wholly redirected in good funds or original form of payment from the payor to CFI's lockbox; (ii) weekly sales shortfalls of greater than 10% from the Budget (measured in the same manner as sales are calculated for the Budget), beginning in the second week of the Budget on a rolling basis, measured weekly, such that sales that exceed Budget in one week can be applied towards sales shortfalls in a following;	Section 3(k) of DIP Terms; Paragraph 15 of DIP Order; Section 15 of DIP Term Note; Section 5 of A&R Revolving Facility Agreement

	(iii) expenditures exceed the Budget amount by more than 10% on a cumulative basis, measured weekly, such that expenses that are below Budget in one week can be applied towards expenses that exceed Budget in a following week; (iv) failure to meet milestones; (v) budget variance breaches,; (vi) failure to propose future rolling budgets acceptable to Lenders; (vii) breach of covenants or representations; (viii) any sale of assets or plan proposed by the Debtor fails to pay all amounts owed to the Lenders in full, in cash, on the effective date of such sale or plan; and/or (ix) dismissal/conversion of case or appointment of a trustee or examiner. DIP Facility shall be cross-collateralized and cross-defaulted to any other obligations the Debtor may have now or in the future with the Lenders or its subsidiaries or affiliates.	
Remedies:	Additional defaults and remedies to be detailed in the DIP Facility documents and DIP Order.	Paragraph 16 of Interim DIP Order; Section 16 of DIP Term Note; Section 6 of A&R Revolving Facility Agreement
Governing Law:	North Carolina	Section 3(m) of DIP Terms; Section 21 an 23 of DIP Term Note; Section 7 of A&R Revolving Facility Agreement

13. The Debtor believes that the proposed DIP financing and consensual use of cash collateral will be sufficient to enable the Debtor to pay all administrative expenses arising in this Chapter 11 Case, as more fully set forth in the Budget attached as Exhibit E. As set forth in the Declaration of H.H. Wommack III filed contemporaneously herewith (the "**DIP Financing Declaration**"), the Debtor cannot obtain financing on an unsecured basis or on terms as favorable as those set forth in the DIP Terms. Without the DIP Facility, the Debtor may be unable to satisfy administrative expenses and other necessary expenses of its business, which would jeopardize the Debtor's reorganization prospects.

BASIS FOR RELIEF REQUESTED

14. The Debtor believes that the DIP Facility is the best financing available to it under the circumstances. Despite efforts to do so, the Debtor has been unable to obtain financing (a) in the form of unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code, or (b) solely as an administrative expense under section 364(a)-(b) of the Bankruptcy Code. Therefore, for the reasons stated herein, the Debtor submits that it has satisfied the requirements to access postpetition financing on a superpriority, senior secured basis pursuant to section 364 of the Bankruptcy Code.

15. The DIP Facility will be granted superpriority administrative expense status and will be secured by first priority liens on the Debtors' unencumbered assets and by junior liens on the Debtors' encumbered assets, except that the liens to be granted to the Lender under the DIP Facility will not include liens on any avoidance actions or the proceeds thereof, nor will the administrative expense claims granted to the DIP Lender be satisfied from such avoidance action proceeds. The Term DIP Facility liens will be senior, secured liens that prime the Debtor's other lenders.

A. The Debtor should be authorized to obtain the DIP Facility under Bankruptcy Code Section 364(c) and the Term DIP Facility under Bankruptcy Code Section 364(d).

16. Section 364(c) of the Bankruptcy Code provides that if a debtor is unable to obtain unsecured credit allowable as an administrative expense, the court may authorize the debtor to obtain credit or incur debt: (a) on a superpriority administrative basis; (b) secured by a lien on Debtor's unencumbered assets; and (c) secured by a junior lien on the debtor's already encumbered assets. *See* 11 U.S.C. § 364(c); *see In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 37-40 (Bankr. S.D.N.Y. 1990) (debtor must show that it has made a reasonable effort to seek other sources of financing under sections 364(a) and (b) of the Bankruptcy Code). Section 364(d)(1) of the Bankruptcy Code permits the Debtor to obtain financing secured by a senior lien on property of the estate if (1) the Debtor is unable to obtain such credit otherwise; and (2) the prepetition secured creditors either consent or are adequately protected. *See* 11 U.S.C. § 364(d).

17. Courts apply a three-part test to determine whether a debtor is entitled to financing under sections 364(c) and (d) of the Bankruptcy Code. Specifically, courts review whether: (a) the debtor is unable to obtain unsecured credit under section 364(b) by allowing a lender only an administrative claim; (b) the credit transaction is necessary to preserve the assets of the estate; and (c) the terms of the transaction are fair, reasonable, and adequate, given the circumstances of debtor-borrower and the proposed lender. *See In re Ames Dep't Stores*, 115 B.R. at 37-39. The Debtor here satisfies each part of this test.

18. *First*, to show that the credit required is not obtainable on an unsecured basis, a debtor need only demonstrate "by a good faith effort that credit was not available without" the protections of section 364(d) of the Bankruptcy Code. *Bray v. Shenandoah Fed. Sav. and Loan Ass'n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986). Thus, "[t]he statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable."

Id.; *see also In re Ames Dep't Stores*, 115 B.R. at 40 (finding debtor made reasonable effort to secure financing where it approached four lending institutions, was rejected by two, and selected the least onerous financing option from the remaining two lenders). As set forth above and in the DIP Financing Declaration, the Debtor and its professionals canvassed several alternative lenders to find financing terms more favorable than the DIP Facility, and no such terms were available. Not only were no other lenders willing to lend on an unsecured basis, but no other lender approached was willing to offer terms as favorable or as certain as the terms offered by the Lenders.

19. *Second*, as demonstrated by the Budget, the Debtor requires the financing that will be provided by both the Revolving Facility and the Term DIP Facility to fund the administrative expenses of this Chapter 11 Case and to pay for certain other go-forward expenses.

20. *Third*, the terms of the transaction between the Debtor and Lenders are fair, reasonable, and adequate, given the circumstances of this Chapter 11 Case. The Debtor is seeking financing from its primary secured pre-Petition Date lender, allowing it to avoid objections from the Lenders and potential derailment of this Chapter 11 Case. Moreover, the Lenders are willing to advance proceeds under the Revolving Facility up to 100% of the Debtor's sales per week and to fund any shortfalls from the Term DIP Facility, allowing the Debtor to meet all of its obligations as set forth in the Budget.

21. The Debtor's proposal to provide senior liens on its assets to secure the Term DIP Facility should also be permitted because the pre-Petition Date secured lenders, including the Lenders, either consent or will be provided adequate protection. The Lenders' consent and adequate protection requirements are set forth in the DIP Terms. The Debtor also believes that it has equity in a substantial portion of its machinery and equipment. The Debtor is also prepared to

make adequate protection interest payments to its secured lenders, which are reflected in the Budget.

22. The Debtor has satisfied the requirements of both section 364(c) and (d) and the Court should approve the DIP Facility on the terms set forth in the DIP Terms.

B. Entry into the DIP Facility is necessary to preserve the assets of the Debtor's estate and is in the best interests of creditors.

23. A debtor's decision to enter into a postpetition lending facility under section 364 of the Bankruptcy Code is governed by the business judgment standard. *See In re Barbara K Enters., Inc.*, No. 08-11474, 2008 Bankr. LEXIS 1917, at *39-40 (Bankr. S.D.N.Y. June 16, 2008) (courts defer to debtor's business judgment); *In re Ames Dept. Stores*, 115 B.R. at 38 (noting that financing decisions under § 364 of the Bankruptcy Code must reflect debtor's business judgment). Courts grant a debtor considerable deference in acting in accordance with its sound business judgment. *See*, *e.g.*, *Barbara K Enters.*, 2008 Bankr. LEXIS 1917, at *39-40 (courts defer to debtor's business judgment "so long as a request for financing does not 'leverage the bankruptcy process' and unfairly cede control of the reorganization to any party in interest"). To determine whether the business judgment standard is met, a court is "required to examine whether a reasonable business person would make a similar decision under similar circumstances." *In re Dura Auto. Sys., Inc.*, No. 06-11202 (KJC), 2007 Bankr. LEXIS 2764, at *272 (Bankr. D. Del. Aug. 15, 2007) (quotations omitted). The Debtor's entry into the DIP Facility is sound business judgment that warrants approval by the Court.

24. The Debtor has analyzed, reviewed, and conducted a detailed investigation as to its projected financing needs during the pendency of the Chapter 11 Case, and determined that it would require postpetition financing to support its operational and restructuring activities. The Debtor further determined that the DIP Facility is the best option available to it, and that entry of

the Interim Order and Final Order is in the best interests of Debtor, its employees, its creditors and its other stakeholders. Absent the DIP Facility, the Debtor will lack the liquidity necessary to continue operating and could be forced to liquidate, jeopardizing the recoveries to the Debtor's creditors and the jobs of the Debtor's more than 250 employees.

25. Approval of the DIP Facility will extend to the Debtor a business lifeline. The DIP Facility will provide the Debtor with access of up to $5.7 million of incremental financing through the Term DIP Facility as well as the ability to borrow and amount equal to 100% of its sales in a given week under the Revolving Facility immediately after entry of the Final Order, which the Debtor has determined should be sufficient to support Debtor's ongoing operations during the Chapter 11 Case. The Debtor seeks authority to roll up a maximum amount of $3.5 million on account of the Revolving Facility and $2.7 million on account of the Term DIP Facility on an emergency interim basis.

26. The Debtor's management has reviewed their restructuring alternatives in detail and have explored various alternative sources of capital and financing as part of this process, including the DIP Facility. Debtor's management took steps they deemed necessary and exercised their best business judgment in negotiating the DIP Facility. Debtor's management is not affiliated with the Lender and ultimately concluded that the DIP Facility will provide immediate access to capital to pay vendors and employees, support the Debtor's businesses, to establish the prudent cash balances required, and to stabilize operations, all on more favorable terms than any other reasonable alternative.

27. Accordingly, the Debtor's decision to enter into the proposed DIP Facility is an exercise of its sound business judgment that warrants approval by the Court.

C. The scope of the Carve-Out is appropriate.

28. The proposed DIP Facility subjects the security interests and administrative expense claims of the Lenders to the Carve-Out. Such carve-outs for professional fees and other mandated restructuring costs have been found to be reasonable and necessary to ensure that a debtor's estate can retain assistance from counsel and comply with its obligations under the Bankruptcy Code. *See In re Ames Dep't Stores*, 115 B.R. at 40. The Carve-Out ensures that proceeds of the DIP Facility may be used for the payment of U.S. Trustee fees and professional fees of the Debtor, notwithstanding the grant of superpriority claims and liens under the DIP Facility.

D. The Lenders should be deemed a good faith lender under Section 364(e).

29. Section 364(e) of the Bankruptcy Code protects a good faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) of the Bankruptcy Code provides that:

> The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

11 U.S.C. § 364(e).

30. As explained in detail herein and in the accompanying declarations, the DIP Facility is the result of the Debtor's reasonable and informed determination that the Lenders offered the most favorable terms on which to obtain needed postpetition financing. The terms and conditions of the DIP Terms are fair and reasonable, and the proceeds of the DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code. Further, no consideration is being

provided to any party to the DIP Documents other than as described herein. Accordingly, the Court should find that the DIP Lender is a "good faith" lender within the meaning of section 364(e) of the Bankruptcy Code, and is entitled to all of the protections afforded by that section.

G. Debtor Should Be Authorized to Use Cash Collateral

31. For the reasons set forth herein, the Debtor requires use of Cash Collateral (as well as the DIP Facility) for the continued operation of the Debtor's businesses and smooth entry into this chapter 11 case. Section 363(c) of the Bankruptcy Code governs a debtor's use of a secured creditor's cash collateral. Section 363(c) provides, in pertinent part, that:

> The trustee may not use, sell, or lease cash collateral . . . unless—
>
> (A) each entity that has an interest in such cash collateral consents; or
>
> (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section 363.

11 U.S.C. § 363(c)(2). Furthermore, section 363(e) provides that "on request of an entity that has an interest in property . . . proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest." 11 U.S.C. § 363(e).

32. The Debtor has satisfied the requirements of sections 363(c)(2) and (e), and should be authorized to use Cash Collateral because CFI, the lender under the Revolving Facility has consented to such use and are adequately protected. Accordingly, the Court should grant the Debtors the authority to use Cash Collateral under section 363(c) of the Bankruptcy Code.

E. The Debtor requires interim and immediate access to the DIP Facility, without which the Debtor would suffer irreparable harm.

33. Bankruptcy Rule 4001 provides that a final hearing on a motion to obtain postpetition financing and use of cash collateral may not be commenced earlier than fourteen (14) days after the service of such motion. Here, the Debtor requires access to the DIP Facility sooner

than 14 days from the date of this Motion. More specifically, the Debtor requires access to the DIP Facility in the next fourteen days to cover costs of insurance premium financing obligations, payroll and other obligations that must be met in the near term, which will likely require capital from the DIP Facility, all as set forth above.

F. Waiver of Bankruptcy Rules 6004(a) and (b).

34. To implement the foregoing successfully, the Debtor respectfully requests a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

35. Pursuant to Bankruptcy Rule 6004(h), [a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." As set forth above, the DIP Facility is essential to prevent irreparable damage to Debtor's operations, value, and ability to reorganize. Accordingly, the Debtor submits that ample cause exists to justify a waiver of the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), to the extent that it applies.

G. Request for a Final Hearing.

36. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtor requests that the Court set a date within thirty (30) days of entry of the Interim Order to hold a hearing to consider entry of the Final Order and the permanent approval of the relief requested in this Motion. The Debtor also requests authority to serve a copy of the signed Interim Order, which fixes the time and date for the filing of objections, if any, to entry of the Final Order, by first class mail upon the notice parties listed below, and further requests that the Court deem service thereof sufficient notice of the hearing on the Final Order under Bankruptcy Rule 4001(c)(2).

H. Notice.

37. Notice of this Motion shall be provided to: (1) Debtor, (2) Debtor's counsel, (3) counsel for the unsecured creditors' committee (if any), (4) the United States Trustee, (5) all secured creditors, (6) the Debtor's list of 20 largest unsecured creditors, (7) any relevant governmental authority, and (8) any party who has filed a notice of appearance.

CONCLUSION

WHEREFORE, it is respectfully requested that the Court (1) enter an Interim Order in the form attached hereto as Exhibit A approving the DIP Facility on an interim basis, (2) enter a Final Order in a form to be submitted to the Court no later than one week prior to the Final Hearing, and (3) granting such other and further relief as may be appropriate.

Respectfully submitted,

Dated: May 21, 2026
Los Angeles, California

LOEB & LOEB LLP

/s/ Bernard R. Given II
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-and-

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Proposed Counsel to the Debtor
and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that on May 21, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

Dated: Los Angeles, California
May 21, 2026

/s/ *Bernard R. Given, II*
BERNARD R. GIVEN, II

Exhibit A

Proposed Interim DIP Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

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

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

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

[1] Capitalized terms not defined herein shall have the meanings ascribed to such terms in the DIP Agreement.

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

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

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

(d) [Reserved];

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

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

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

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

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

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

(j) schedule a final hearing (the "Final Hearing") to consider entry of an order (the "Final Order") granting the relief requested in the DIP Motion on a final basis and approving the form of notice with respect to the Final Hearing.

A hearing on the DIP Motion was held before the Court on May 22, 2026 (the "Interim Hearing"). Appearances were made as reflected in the Court's record. As adduced at the Interim Hearing and from the DIP Motion and related pleadings and papers and the entire record in this

Chapter 11 Case, the Debtor did not, and does not, have sufficient available sources of working capital and financing to carry on the operation of its business without the DIP Financing. Based upon the Debtor's business judgment and evidence presented to the Court, there are no other financing alternatives available to the Debtor on more favorable terms. The ability of the Debtor to pay its employees, maintain business relationships with vendors and suppliers, purchase and maintain necessary supplies and equipment, and otherwise operate its business is essential to its continued viability. In addition, the Debtor's need for financing is critical and immediate. Without the DIP Financing, the continued operation of the Debtor's businesses would not be possible and immediate and irreparable harm to the Debtor and its estate would occur.

The Court, having considered the DIP Motion, the Declarations of H.H. Wommack III, the DIP Agreement, the offers of proof and evidence submitted or adduced and the arguments of counsel made at the hearing; and due and proper notice of the DIP Motion and hearing having been provided in accordance with Bankruptcy Rules 2002, 4001(b) and (d), and 9014 and Local Rule 4001-1(b), and no other or further notice being required under the circumstances; the Interim Hearing on the DIP Motion having been held and concluded; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtor pending the Final Hearing and is otherwise fair and reasonable and in the best interests of the Debtor, its estate and its creditors, and is essential for the preservation of the value of the Debtor's assets; and all objections, if any, to the entry of this Interim Order having been withdrawn, resolved or overruled by the Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

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

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

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

C. **Committee Formation**. A statutory committee of unsecured creditors (the "Committee") has not yet been appointed.

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

E. **Stipulations as to the Prepetition CFI Facility**. Without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 6), the

Debtor admits, stipulates, acknowledges and agrees that (collectively, paragraphs E(i) through E(v) hereof shall be referred to herein as the "Debtor's CFI Stipulations"):

(i) **CFI Facility**. Pursuant to that certain Loan and Security Agreement dated September 26, 2024, as amended by that certain First Amendment to Loan and Security Agreement dated November 22, 2024, that certain Second Amendment to Loan and Security Agreement dated May 30, 2025, that certain Third Amendment to Loan and Security Agreement dated August 18, 2025, that certain First Addendum to Loan and Security Agreement dated May 30, 2025 and that certain Second Addendum to Loan and Security Agreement dated November 26, 2025 (as amended, supplemented and modified from time to time, the "Prepetition LSA", and together with all other loan and security documents executed in connection with the CFI Facility, the "CFI Loan Documents"), by and among CFI and the Debtor, CFI made available to the Debtor a $14,000,000 senior secured revolving credit facility (the "CFI Facility").

(ii) **Roll-Up Obligations**. As of May 19, 2026, the Debtor is indebted and liable to CFI, without objection, defense, counterclaim or offset of any kind, under the CFI Loan Documents in the principal amount of no less than $14,117,872.51 in fully-secured revolving loan principal obligations, plus interest accrued and accruing, fees, costs and expenses due and owing thereunder, whether charged to the CFI Facility prior to or after the Petition Date (collectively, the "Prepetition CFI Obligations" or the "Roll Up Obligations").

(iii) **CFI Lien Collateral**. Pursuant to the CFI Loan Documents, in order to secure the Debtor's Prepetition CFI Obligations, Debtor granted CFI first priority liens on and security interests (the "CFI Liens") in the "Collateral" (as defined in the

Prepetition LSA) including, without limitation, all Debtor's owned and after acquired assets and personal property, wherever located or existing or after acquired or created, all additions and Accessions thereto, all replacements, insurance or condemnation Proceeds thereof, all documents covering any Collateral, all leases of any Collateral, all rents, revenues, issues, profits and Proceeds from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any Collateral or any interest therein, all amendments, modifications, renewals, extensions, and replacements thereof, and all products and proceeds thereof: (a) all Inventory; (b) all Accounts; (c) all Equipment, Goods, and motor vehicles; (d) all General Intangibles, including all patents, trademarks (registered or unregistered), copyrights and copyrightable material, trade secrets, domain names and addresses, intellectual property licenses and other Intellectual Property Rights, and Software; (e) all Commercial Tort Claims; (f) all Promissory Notes and Instruments payable to or owing to Debtor or held by Debtor; all leases under which all leases under which Debtor is the lessor; all Chattel Paper in favor of, owing to, or held by Debtor including all conditional sale contracts or other sale agreements whether Debtor is the original party or assignee; all Security Agreements and title to motor vehicles which secure any of the foregoing obligations; all Deposit Accounts including all interest, dividends, or distributions accrued or to accrue thereon, whether or not due; all Investment Property including all interest, dividends, or distributions accrued or to accrue thereon, whether or not due; all Documents; all Letter-of-Credit Rights; and all Supporting Obligations; (g) all monies now or at any time or times hereafter in the possession or under the control of Lender and all balances, debts, or any other amounts or obligations of Lender owing to Debtor, whether or not due, and (h) all other property of whatever nature and kind, wherever located, in which Debtor now or hereafter has any right or interest (collectively, as further defined in the Prepetition LSA, the "CFI Collateral"). The CFI Liens are first priority security interests and liens with respect to the CFI Collateral, other than equipment financed by valid and properly perfected purchase money security interests ("PMSI Liens").

(iv) **Enforceability of Prepetition Credit Obligations**. The Prepetition CFI Obligations are (i) legal, valid, binding and enforceable against the Debtor and (ii) not subject to any contest, attack, objection, recoupment, defense, counterclaim, offset, subordination, re-characterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. The Debtor does not have, hereby forever releases, and is forever barred from bringing or asserting any claims, counterclaims, causes of action, defense or setoff rights relating to the Prepetition CFI Obligations, whether arising under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise against CFI and its officers, directors, agents, employees, attorneys, successors and assigns.

(v) **Enforceability of CFI Liens**. The first priority CFI Liens on the CFI Collateral are legal, valid, enforceable, non-avoidable, and duly perfected as of the Petition Date, and remain so and are not subject to avoidance, attack, offset, re-characterization or subordination under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise and, as of the Petition Date, and without giving effect to this Interim Order, the Debtor is not aware of any liens or security interests having priority over the CFI Liens on the CFI Collateral, other than any valid and perfected PMSI Liens on CFI

Collateral. The CFI Liens on the CFI Collateral were granted for fair consideration and reasonably equivalent value.

F. **Stipulations as to the Prepetition CCG Facility**. Without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 6), the Debtor admits, stipulates, acknowledges and agrees that (collectively, paragraphs F(i) through F(v) hereof shall be referred to herein as the "Debtor's CCG Stipulations", and together with the Debtor's CFI Stipulations, the "Debtor's Stipulations"):

(i) **CCG Facility**. Prior to the Petition Date, CCG lent money to or for the benefit of the Debtor, including pursuant to the terms and conditions of the following secured financing agreements, each by and between the as Maker/Debtor and CCG as Holder/Secured party (collectively, the "CCG Facility"):

(A) Negotiable Promissory Note and Security Agreement dated November 23, 2022 ("Security Agreement 1") with installment payments originally totaling $1,356,540.00, (ending 92202), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 1") and a lien on all of Debtor's other personal property;[2]

(B) Negotiable Promissory Note and Security Agreement dated October 15, 2024 ("Security Agreement 2") with installment payments originally totaling $1,683,360.00, (ending 62401X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 2");

(C) Negotiable Promissory Note and Security Agreement dated October 15, 2024 ("Security Agreement 3) with installment payments originally totaling $1,679,808.00 (ending 62402X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 3);

(D) Negotiable Promissory Note and Security Agreement dated October 15, 2024 ("Security Agreement 4) with installment payments originally

[2] In addition to the identified PMSI Collateral, the Debtor also granted CCG a blanket lien on all assets under each subsequent loan.

totaling $1,686,384.00 (ending 62403X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 4);

(E) Negotiable Promissory Note and Security Agreement dated October 15, 2024 ("Security Agreement 5) with installment payments originally totaling $1,689,936.00 (ending 62404X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 5);

(F) Negotiable Promissory Note and Security Agreement dated December 31, 2024 ("Security Agreement 6) with installment payments originally totaling $1,602,288.00 (ending 32501X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 6);

(G) Negotiable Promissory Note and Security Agreement dated December 31, 2024 ("Security Agreement 7) with installment payments originally totaling $1,602,288.00 (ending 32502X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 7);

(H) Negotiable Promissory Note and Security Agreement dated June 30, 2025 ("Security Agreement 8) with installment payments originally totaling $967,680.00 (ending 22501X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 8);

(I) Negotiable Promissory Note and Security Agreement dated September 24, 2025 ("Security Agreement 9") with installment payments originally totaling $1,924,608.00 (ending 92505X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 9");

(J) Negotiable Promissory Note and Security Agreement dated September 24, 2025 ("Security Agreement 10") with installment payments originally totaling $1,924,608.00 (ending 92507X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 10");

(K) Negotiable Promissory Note and Security Agreement dated September 26, 2025 ("Security Agreement 11") with installment payments originally totaling $1,648,176.00 (ending 92506X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 11");

(L) Negotiable Promissory Note and Security Agreement dated September 26, 2025 ("Security Agreement 12") with installment payments originally totaling $1,539,936 (ending 92508X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 12"); and

(M) Negotiable Promissory Note and Security Agreement dated March 23, 2026 ("Security Agreement 13", and together with Security Agreements 1-12, and all other loan and security documents executed in connection with the CCG Facility, the "CCG Loan Documents") with installment payments originally totaling $1,199,376.00 (ending 42601X), as amended, pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the "PMSI Collateral 13"). References herein to the "CCG Collateral" mean PMSI Collateral 1-13 plus all of Debtor's other personal property.

(ii) **CCG Obligations**. As of May 15, 2026, the Debtor is indebted and liable to CCG, without objection, defense, counterclaim or offset of any kind, under the CCG Loan Documents in the principal amount of no less than $12,508,803.74 in fully-secured loan principal obligations, plus interest accrued and accruing, fees, costs and expenses due and owing thereunder (collectively, the "Prepetition CCG Obligations", and together with the Prepetition CFI Obligations, the "Prepetition Obligations").

(iii) **CCG Lien Collateral**. Pursuant to the CCG Loan Documents, in order to secure the Debtor's Prepetition CCG Obligations, the Debtor granted CCG a first priority lien and security interest in and on the CCG Collateral (the "CCG Liens").

(iv) **Enforceability of Prepetition Credit Obligations**. The Prepetition CCG Obligations are (a) legal, valid, binding and enforceable against Debtor and (b) not subject to any contest, attack, objection, recoupment, defense, counterclaim, offset, subordination, re-characterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. The Debtor does not have, hereby forever releases, and is forever barred from bringing or asserting any claims, counterclaims, causes of action, defense or setoff rights relating to the Prepetition CCG Obligations, whether arising under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise against CCG and its officers, directors, agents, employees, attorneys, successors and assigns.

(v) **Enforceability of Prepetition Liens**. The first priority CCG Liens on the CCG Collateral are legal, valid, enforceable, non-avoidable, and duly perfected as of the Petition Date, and remain so and are not subject to avoidance, attack, offset, re-characterization or subordination under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise and, as of the Petition Date, and without giving effect to this Interim Order, the Debtor is not aware of any liens or security interests having priority over the CCG Liens on the CCG Collateral, other than valid and perfected PMSI Liens on CCG Collateral. The CCG Liens on the CCG Collateral were granted for fair consideration and reasonably equivalent value.

G. **Findings Regarding the Postpetition Financing**.

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

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

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

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

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

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

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

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

(iv) The DIP Lender is acting in good faith with respect to the DIP Facility and the terms and conditions of the DIP Financing Documents, and the DIP Lender's claims, superpriority claims, security interests and liens and other protections granted pursuant to this

Interim Order and the DIP Financing Documents will not be affected or avoided by any subsequent reversal or modification of this Interim Order or the Final Order, as provided in section 364(e) of the Bankruptcy Code.

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

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

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Motion Granted**. The DIP Motion is granted in accordance with the terms and conditions set forth in this Interim Order, the DIP Agreement, the DIP Term Note and the other DIP Financing Documents. Any objections to the DIP Motion with respect to entry of this Interim

Order to the extent not withdrawn, waived or otherwise resolved, and all reservations of rights included therein, are hereby denied and overruled.

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

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

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

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

(d) **DIP Collateral**. The term "DIP Collateral"[3] means, collectively, all rights, properties and assets of the Debtor, including all personal property, real property, and Fixtures, whether now owned or existing or hereafter acquired, created or arising, whether arising before or after the Petition Date, and wherever located, including, without limitation, the following: all pre-petition and post-petition Cash Collateral (as defined in Bankruptcy Code § 363(a)), all CCG Collateral under the prepetition CCG Facility, all CFI Collateral under the prepetition CFI Facility, all General Intangibles (including all patents, trademarks (registered or unregistered), copyrights and copyrightable material, trade secrets, domain names and addresses, intellectual property licenses and other Intellectual Property Rights, and Software), Payment Intangibles, Instruments, Accounts, Documents, Documents of Title, Goods, Inventory, Equipment, Fixtures, Chattel Paper, Electronic Chattel Paper, Letter of Credit Rights (whether or not the letter of credit is evidenced by a writing), post petition Money, Deposit Accounts, post petition cash, certificates of deposit, Investment Property, Securities, Securities Accounts, Securities Entitlements, Commodities Accounts, Supporting Obligations, Financial Assets) and all monies therein, and any cash held therein, and any and all claims, rights and interests in, to or under any of the above, and all substitutions for, additions, attachments, accessories, Accessions and improvements to and

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

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

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

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

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

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

(iv) Priming Lien on Any Encumbered DIP Collateral. Pursuant to section 364(d)(1) of the Bankruptcy Code, in connection with the CCG DIP Facility, CCG shall have a valid, perfected, binding, continuing, enforceable and non-avoidable first-priority, senior priming lien on all DIP Collateral that is subject to a lien as of the Petition

Date, which shall be junior and subordinated only to the Carve-Out (the "CCG Priming Lien").

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

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

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

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

3. **Authorization to Use Cash Collateral and Proceeds of DIP Facility**. Pursuant to the terms and conditions of this Interim Order, the DIP Agreement, the DIP Term Note and the other DIP Financing Documents, and in accordance with the Budget and the permitted variances thereto set forth in the DIP Agreement and the DIP Term Note, (a) the Debtor is authorized to use the advances under the DIP Facility during the period commencing immediately after the entry of

this Interim Order and terminating upon the occurrence of an Event of Default (as defined herein) and the termination of the DIP Agreement and/or DIP Term Note in accordance with their respective terms and subject to the provisions hereof, and (b) the Debtor is authorized to use all Cash Collateral of the DIP Lender.

4. **Adequate Protection for CFI, CCG and Other Secured Creditors**. The Debtor is authorized and directed to provide adequate protection payments to CFI in the form of monthly payments in an amount equal to the interest accruing under the CFI Loan Documents. Secured creditors other than CCG will receive replacement liens to the same extent and priority of their valid and perfected prepetition liens. With respect to CCG, the CCG Loan Documents shall remain in full force and effect (except for any defaults that exist on the Petition Date). As adequate protection for the interests of CCG in the CCG Collateral on account of the granting of the DIP Liens, subordination to the Carve-Out, and any other Diminution in Value, CCG shall receive adequate protection as follows:

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

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

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

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

(ii) **Adequate Protection Superpriority Claims**. To the extent of the Diminution in Value of the interests of CCG in the CCG Collateral, CCG is hereby granted allowed superpriority administrative expense claims, to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, in the Chapter 11 Case and any Successor Case (the "Adequate Protection Superpriority Claims"). Except as otherwise provided in this Interim Order, the Adequate Protection Superpriority Claims shall have priority over all administrative expense claims and unsecured claims against the Debtor or its estate, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 1113 and 1114 of the Bankruptcy Code.

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

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

6. **Reservation of Certain Third-Party Rights and Bar of Challenges and Claims**. Nothing in this Interim Order, the DIP Term Note or the DIP Agreement shall prejudice the rights of any Committee or any other party in interest to the extent it has requisite standing (other than the Debtor and non-Debtor affiliates and subsidiaries, if any) to object to or challenge the findings herein and the Debtor's Stipulations regarding (a) the validity, perfection or priority of the CFI Liens in and on the CFI Collateral, (b) the validity, perfection or priority or the CCG Liens on the CCG Collateral, or (c) the validity, allowability, priority, status or amount of the Prepetition

Obligations (a "Challenge"); *provided, however*, in order to prosecute a Challenge, the Committee or such other party in interest must file an adversary proceeding asserting the Challenge, including without limitation, asserting any claim in the nature of a setoff, counterclaim or defense to the Prepetition Credit Obligations (including, but not limited to, those under sections 506, 544, 547, 548, 549, 550, 552 of the Bankruptcy Code) (also, a "Challenge") on or before the date that is the later of sixty (60) days from the first business day following the appointment of the Committee by the U.S. Trustee or the date of entry of this Interim Order (the "Challenge Period"). The date that is the next calendar day after the termination of the Challenge Period, in the event that no Challenge is raised during the Challenge Period, shall be referred to as the "Challenge Period Termination Date." From and after the Challenge Period Termination Date, any and all challenges, claims, causes of action and objections by any party (including, without limitation, the U.S. Trustee, the Committee, any Chapter 11 or Chapter 7 trustee appointed herein or in any Successor Case, and any other party in interest) shall be deemed to be forever waived and barred, and the Prepetition Obligations shall be deemed to be allowed in full and shall be deemed to be allowed as secured claims within the meaning of section 506 of the Bankruptcy Code for all purposes in connection with the Chapter 11 Case or any Successor Case, and the Debtor's Stipulations shall be binding on all creditors, interest holders and parties in interest (including, without limitation, the U.S. Trustee, the Committee, any Chapter 11 or Chapter 7 trustee appointed herein or in any Successor Case, and any other party in interest)..

7. **Carve-Out**. For purposes hereof, the "Carve-Out" means (a) all fees required to be paid to the Clerk of the Bankruptcy Court or to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) (the "U.S. Trustee Fees"), together with interest payable thereon pursuant to applicable law and any fees payable to the Clerk of the Bankruptcy Court; plus (b) the aggregate

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

8. **Carve Out Notice**. Upon the issuance of a Carve-Out Notice, the Debtor shall provide immediate notice by facsimile and email to all retained professionals informing them of the Carve-Out Notice and that the Debtor's ability to pay professionals is subject to the Carve-Out; *provided*, and notwithstanding anything set forth herein, the Carve-Out shall not be available to pay and shall exclude any fees and expenses incurred in connection with initiating or prosecuting any claims, causes of action, adversary proceedings, Challenge or other litigation against any of CFI or CCG (each as DIP Lender and prepetition lender), including, without limitation, the assertion or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defenses or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief (a) invalidating, setting aside, disallowing, avoiding, challenging or subordinating, in whole or in part, the DIP Obligations, the Prepetition Obligations, the CFI Liens,

the CCG Liens or the DIP Liens, or (b) preventing, hindering or delaying, whether directly or indirectly, the assertion or enforcement by CFI, CCG or the DIP Lender of their liens or security interests or realization upon any DIP Collateral, CFI Collateral or CCG Collateral, or (c) prosecuting any adversary or avoidance actions against either CFI or CCG (each as DIP Lender and prepetition lender), or (d) challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to, the Prepetition Obligations or the adequate protection granted herein; *provided further*, *however*, (i) the Carve-Out shall be available to pay fees and expenses incurred in connection with a dispute over whether an Event of Default has occurred or is continuing, and (ii) the Carve-Out for professional fees of any Committee shall be capped at $20,000, with no more than $10,000 used by the Committee in connection with the review and/or investigation of any Challenge.

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

on hand to pay any professional fees. Prior to the issuance of any Carve-Out Notice, the Debtor is authorized to transfer the amounts in the Budget (subject to any permitted variances) for professional fees into the professional fee escrow account ("Escrow") with Debtor's counsel, Loeb & Loeb LLP, acting as the escrow agent ("Escrow Agent"), with Escrow and funds to be governed by the Carve-Out Escrow Agreement entered into between the Escrow Agent and the Debtor and approved by DIP Lender in its reasonable discretion (the "Escrow Agreement"). Following issuance of any Carve-Out Notice, the Debtor is authorized to transfer into the Escrow such remaining amounts as may be necessary to satisfy the Carve-Out, if any, to be governed by the Escrow Agreement.

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

foregoing, (b) the enforcement of DIP Lender's rights hereunder, or the collection of any payments owing from the Debtor or the protection, preservation or defense of the rights of the DIP Lender hereunder and under the DIP Financing Documents, (c) any lien, litigation and other search costs, and charges of any expert, appraiser, auditor or other consultant to DIP Lender, and (d) from and after the occurrence and during the continuation of any Event of Default, any reasonable, documented fees and costs due to the DIP Lender, including the reasonable charges of internal and external legal counsel, in accordance with the DIP Financing Documents.

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

12. **Collateral Rights**. Unless the DIP Lender has provided its prior written consent or all DIP Obligations and all Prepetition Obligations have been paid in full in cash (or will be paid in full in cash upon entry of an order approving indebtedness described in subparagraph (a) below), and all commitments by the DIP Lender to lend have terminated: (a) the Debtor shall not seek or support the entry, in this Chapter 11 Case, or in any Successor Case, of any order which authorizes the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral, the CFI

Collateral or the CCG Collateral and/or entitled to priority administrative status which is senior or *pari passu* to the liens granted to the DIP Lender pursuant to this Interim Order, or is senior or *pari passu* to the Replacement Liens granted to CCG pursuant to this Interim Order or otherwise; (b) the Debtor shall not consent to relief from the automatic stay by any person other than the DIP Lender , CFI or CCG with respect to all or any portion of the DIP Collateral without the express written consent of the DIP Lender; and (c) in the event the Debtor seek or supports the entry of an order in violation of subsections (a) or (b) hereof, the DIP Lender, CFI and CCG shall be granted relief from the automatic stay with respect to the DIP Collateral and CCG Collateral pursuant to the procedures set forth in Paragraph 16 of this Interim Order.

13. **Commitment Termination Date**. All DIP Obligations of the Debtor to the DIP Lender shall be immediately due and payable, and the Debtor's authority to use the proceeds of the DIP Facility and to use Cash Collateral shall automatically cease, both on the date that is the earliest to occur of: (a) the Maturity Date under the DIP Agreement; (b) the occurrence of an Event of Default that is not cured in accordance with any cure provision applicable to such default under the DIP Agreement; (c) the date on which the maturity of the DIP Obligations is accelerated and the commitments under the DIP Facility are irrevocably terminated in accordance with the DIP Agreement, or (d) the date that is thirty-one (31) days after the entry of this Interim Order if the Debtor has not obtained entry of a Final Order on or before such date (the "Commitment Termination Date").

14. **Disposition of Collateral**. The Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral outside of the ordinary course of business without the prior written consent of the DIP Lender (and no such consent shall be implied from any other action, inaction or acquiescence by the DIP Lender or an order of this Court), except as

provided in the DIP Financing Documents and this Interim Order and approved by the Bankruptcy Court to the extent required under applicable bankruptcy law. Nothing herein shall prevent the Debtor from operating in the ordinary course of business to the extent consistent with the Budget.

15. **Events of Default**. The occurrence of an "Event of Default" under the Prepetition CCG Documents (except for any defaults that existed on the Petition Date) and/or pursuant to Section 5 the DIP Agreement and/or Section 15 of the DIP Term Note shall constitute an event of default under this Interim Order, unless expressly waived in writing in accordance with the consents required in the DIP Financing Documents (collectively, the "Events of Default"). Further, the following events, among other things, shall each constitute an Event of Default thereunder and under this Interim Order and shall be enforceable against the Debtor by the DIP Lender, CFI and/or CCG: (a) the Debtor's failure to have its Budget approved by the DIP Lender, no less than five business days prior to the termination of the then-current Budget period, *provided* that the Debtor shall have three (3) business days after notice from the DIP Lender of non-approval to submit a revised Budget for approval before such non-approval constitutes an Event of Default, (b) the filing of a Challenge by the Debtor, (c) conversion of the Chapter 11 Case to a case under chapter 7, dismissal of the Chapter 11 Case, or the appointment of a trustee in the Chapter 11 Case, (d) the filing of a plan of reorganization or liquidation that fails to pay all of the DIP Obligations in full, in cash, on the effective date of such plan, and (e) failure of the Debtor to obtain entry of the Final Order within thirty (30) days of the entry of this Interim Order.

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

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

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

(c) At the hearing on the Default Motion, the Debtor or other parties in interest will have the sole and limited right to challenge the occurrence of the Event of Default. No other arguments or issues relating to the DIP Lender's enforcement of its rights or remedies may be presented for adjudication by the Court and no other claim or relief against the DIP Lender may be presented. If, at the conclusion of the hearing on the Default Motion, the Court determines an Event of Default has occurred, the automatic stay will be terminated and the DIP Lender shall be authorized to exercise any remedies available to it under the DIP Financing Documents, this Interim Order or applicable law.

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

17. **Application of Proceeds**. As provided in the DIP Financing Documents and this Interim Order, the DIP Lender is authorized to apply, on a daily basis, all funds transferred into the lockbox account to the Roll-Up Obligations until all of the Roll-Up Obligations have been "rolled up" and converted into DIP Obligations; *provided, however*; in the event the Final Order is not entered, any amounts applied to the Prepetition CFI Obligations in connection with the roll-up shall be recharacterized as adequate protection payments on account of the Prepetition CFI Obligations.

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

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

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

21. **Other Rights and Obligations**.

(a) Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order. The DIP Lender has acted in good faith in connection with negotiating the DIP Financing Documents, extending credit under the DIP Facility and allowing the use of Cash Collateral, and its reliance on this Interim Order is in good faith. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter reversed, modified, amended or vacated by a subsequent order of this or any other Court, the DIP Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such reversal, modification, amendment or vacatur shall not affect the validity and enforceability of any advances made pursuant to this Interim Order or the DIP

Financing Documents, nor shall it affect the validity, priority, enforceability, or perfection of the DIP Liens. Any claims and DIP Protections granted to the DIP Lender hereunder arising prior to the effective date of such reversal, modification, amendment or vacatur shall be governed in all respects by the original provisions of this Interim Order, and the DIP Lender shall be entitled to all of the rights, remedies, privileges and benefits, including the DIP Protections granted herein, with respect to any such claim. Since the loans made pursuant to the DIP Agreement and DIP Term Note are made in reliance on this Interim Order, the obligations owed to the DIP Lender prior to the effective date of any reversal or modification of this Interim Order cannot, as a result of any subsequent order in the Chapter 11 Case or in any Successor Case, be subordinated, lose their lien priority or superpriority administrative expense claim status, or be deprived of the benefit of the status of the liens and claims granted to the DIP Lender under this Interim Order and/or the DIP Financing Documents.

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

(c) No Waiver. The failure of the DIP Lender to seek relief or otherwise exercise its rights and remedies under the DIP Financing Documents, the DIP Facility, this Interim Order or otherwise, as applicable, shall not constitute a waiver of any of CFI's, CCG's or the DIP Lender's rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair CCG, CFI or the DIP Lender under the Bankruptcy Code or under non-bankruptcy law, including without limitation, the rights of CCG, CFI and the DIP Lender to (i) request conversion of the Chapter 11 Case to a case under chapter 7, dismissal of the Chapter 11 Case, or the appointment of a trustee in the Chapter 11 Case, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a plan of reorganization, or (iii) exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) the DIP Lender, CFI or CCG may have pursuant to this Interim Order, the DIP Financing Documents, the CFI Loan Documents, the CCG Loan Documents, or applicable law. Nothing in this Interim Order shall interfere with the rights of any party with respect to any non-Debtor.

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

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

(f) No Lender Liability. In determining to make any loan (whether under the DIP Financing Documents or otherwise) or to permit the use of Cash Collateral, the DIP Lender shall not owe any fiduciary duty to the Debtor or its creditors, stakeholders, or estate, and the DIP

Lender shall not be deemed to be in control of the operations of the Debtor or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtor by virtue of making the DIP Financing or allowing use of their Cash Collateral. Furthermore, nothing in this Interim Order shall impose or allow the imposition upon the DIP Lender of any liability for any claims arising from the prepetition or postpetition activities of the Debtor. The DIP Lender shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in value thereof, or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person and all risk of loss, damage, or destruction of the DIP Collateral shall be borne by the Debtor.

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

22. **Survival of Interim Order and Other Matters**. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered

(i) confirming any a plan of reorganization or a plan of liquidation in the Chapter 11 Case, (ii) converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code or any Successor Case, (iii) to the extent authorized by applicable law, dismissing the Chapter 11 Case, (iv) withdrawing of the reference of the Chapter 11 Case from this Court, or (v) providing for abstention from handling or retaining of jurisdiction of the Chapter 11 Case in this Court. The terms and provisions of this Interim Order including the DIP Protections granted pursuant to this Interim Order and the DIP Financing Documents and any protections granted to the DIP Lender, CFI and CCG, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections and protections for the DIP Lender, CFI and CCG shall maintain their priority as provided by this Interim Order until all the obligations of the Debtor to the DIP Lender pursuant to the DIP Financing Documents and to CFI and CCG have been indefeasibly paid in full and in cash and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Financing Documents which survive such discharge by their terms). The DIP Obligations shall not be discharged by the entry of any order confirming a plan of reorganization, the Debtor having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code, with such confirmed hereby.

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

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

Bankruptcy Rule, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order. The rights of all parties in interest to object to the terms of the Final Order, the DIP Agreement and any other DIP Financing Documents at the Final Hearing are expressly reserved.

23. **Final Hearing**.

(a) The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for June __, 2026 at ______ Central time at the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or as remote attendance may otherwise be permitted by the Court. If no objections to the relief sought in the Final Hearing are filed and served in accordance with this Interim Order, no Final Hearing may be held, and a separate Final Order may be presented by the Debtor and entered by this Court.

(b) On or before May ___, 2026, the Debtor shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the "Final Hearing Notice"), on: (i) the U.S. Trustee; (ii) counsel to the Committee, if any; (iii) counsel to the DIP Lender and CCG; (iv) the Internal Revenue Service; (v) the parties included on the list of the Debtor's list of twenty largest unsecured creditors; (vi) any party who has requested notice pursuant to Bankruptcy Rule 2002; (vii) all parties entitled to notice under Bankruptcy Rule 2002(j); and (viii) all other known parties asserting a lien on the Debtor's assets.

(c) Objections to the Final Order shall be filed with the Clerk of the Bankruptcy Court on or before June ___, 2026 and served upon (i) bankruptcy counsel for the Debtor; and (ii) counsel for the DIP Lender, Vedder Price P.C., 222 North LaSalle Street, Suite 2400 Chicago, IL 60601, Attn: David L. Kane. Subject to the protections under section 364(e) of the Bankruptcy Code and the rights of the DIP Lender to terminate the DIP Agreement if such Final Order is not acceptable to it, in the event this Court modifies any of the provisions of this Interim Order or the DIP Financing Documents following such further hearing, such modifications shall not affect the rights and priorities of DIP Lender pursuant to this Interim Order with respect to the DIP Collateral, and any portion of the DIP Obligations which arises or is incurred, advanced or paid prior to such modifications (or otherwise arising prior to such modifications), and this Interim Order shall remain in full force and effect except as specifically amended or modified at such Final Hearing.

Dated: May __, 2026. ENTERED:

____

HON. ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

BUDGET

Warrior Technologies, LLC (dba Lobo Trucking)

13-Week DIP Cash Flow Forecast — Prepared for CFI (DIP Lender)

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	13-Wk Total
Line Item	**5/18/2026**	**5/25/2026**	**6/1/2026**	**6/8/2026**	**6/15/2026**	**6/22/2026**	**6/29/2026**	**7/6/2026**	**7/13/2026**	**7/20/2026**	**7/27/2026**	**8/3/2026**	**8/10/2026**	**Total**
1. REVENUE PROJECTIONS/CASH INFLOWS														
1. Revenue (Sales) — With Projects	$ 950,000	$ 813,835	$ 943,000	$ 1,077,250	$ 1,107,500	$ 1,037,500	$ 1,130,750	$ 1,155,750	$ 1,187,500	$ 1,245,250	$ 1,268,250	$ 1,221,500	$ 1,239,750	$ 14,377,835
Total Cash Inflows	**$ 950,000**	**$ 813,835**	**$ 943,000**	**$ 1,077,250**	**$ 1,107,500**	**$ 1,037,500**	**$ 1,130,750**	**$ 1,155,750**	**$ 1,187,500**	**$ 1,245,250**	**$ 1,268,250**	**$ 1,221,500**	**$ 1,239,750**	**$ 14,377,835**
CASH OUTFLOWS														
2. RECURRING PAYMENTS														
Payroll	-	980,000	-	980,000	-	980,000	-	980,000	-	980,000	-	980,000	-	5,880,000
Benefits	-	-	-	245,341	-	-	-	245,341	-	-	-	-	245,341	736,024
Rents	-	-	121,292	-	-	-	121,292	-	-	-	121,292	-	-	363,875
Utilities	7,318	1,819	4,229	3,792	9,215	1,754	2,856	5,527	8,767	2,709	2,819	2,793	6,710	60,309
Fuel	100,000	85,667	99,263	113,395	116,579	109,211	119,026	121,658	125,000	131,079	133,500	128,579	130,500	1,513,456
Credit Cards	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	487,500
Insurance	-	-	-	357,664	-	-	-	1,318,500	-	-	-	-	452,504	2,128,668
Sales Tax	150,000	-	-	-	150,000	-	-	-	-	150,000	-	-	-	450,000
Professional Fees	-	20,000	-	-	-	20,000	-	-	-	20,000	-	-	-	60,000
Other Operating	-	-	18,608	13,402	13,236	-	18,608	13,402	13,236	-	-	18,608	26,638	135,739
Critical Vendor AP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	200,000	-	-	-	200,000	-	-	-	200,000	-	-	600,000
Total Recurring Payments	**294,818**	**1,124,986**	**480,892**	**1,751,095**	**326,530**	**1,148,465**	**499,282**	**2,721,928**	**184,503**	**1,321,288**	**495,111**	**1,167,480**	**899,194**	**12,415,571**
3. CRITICAL VENDOR A/P PAYDOWN														
Parts, Equipment & Materials	37,057	37,057	37,057	37,057	37,057	37,057	37,057	37,057	37,057	37,057	-	-	-	370,573
Truck Repairs	995	208,903	497	497	497	497	497	497	497	497	-	-	-	213,876
Uniforms	17,300	17,300	17,300	17,300	17,300	17,300	17,300	17,300	17,300	17,300	-	-	-	173,002
Safety, Compliance & Medical	17,559	17,559	17,559	17,559	17,559	17,559	17,559	17,559	17,559	17,559	-	-	-	175,590
Fuel & Utilities	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	-	-	-	38,468
Professional & Advisory	8,409	8,409	8,409	8,409	8,409	8,409	8,409	8,409	8,409	8,409	-	-	-	84,088
IT, Software & Telecom	7,784	7,784	7,784	7,784	7,784	7,784	7,784	7,784	7,784	7,784	-	-	-	77,842
Water Disposal & SWD	4,214	4,214	4,214	4,214	4,214	4,214	4,214	4,214	4,214	4,214	-	-	-	42,141
Land, Lease & Royalties	10,545	10,545	10,545	10,545	10,545	10,545	10,545	10,545	10,545	10,545	-	-	-	105,452
Other / Miscellaneous	939	939	939	939	939	939	939	939	939	939	-	-	-	9,387
Environmental & Waste	19,950	19,950	19,950	19,950	19,950	19,950	19,950	19,950	19,950	19,950	-	-	-	199,502
Insurance & Benefits	602,784													602,784
Total Past Due Vendor Payments	**731,383**	**336,507**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**-**	**-**	**-**	**2,092,705**
4. CURRENT VENDOR WEEKLY SPEND														
Freshwater/SWD/Disposal	62,000	53,113	61,543	70,305	72,279	67,711	73,796	75,428	77,500	81,269	82,770	79,719	80,910	**938,343**
Propane	3,000	2,570	2,978	3,402	3,497	3,276	3,571	3,650	3,750	3,932	4,005	3,857	3,915	**45,404**
Equipment Rental	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	**130,000**
Safety Expenses	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	**39,000**
Supplies	15,000	12,850	14,889	17,009	17,487	16,382	17,854	18,249	18,750	19,662	20,025	19,287	19,575	**227,018**
Vehicle Maintenance/Repairs	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	**260,000**
Uniforms	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	**182,000**
Tires	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	**162,500**
Advertising	500	500	500	500	500	500	500	500	500	500	500	500	500	**6,500**
IT Outsourcing	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	**52,000**
Contract labor	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	**91,000**
Total Weekly Vendor Spend	**151,000**	**139,533**	**150,411**	**161,716**	**164,263**	**158,368**	**166,221**	**168,326**	**171,000**	**175,863**	**177,800**	**173,863**	**175,400**	**2,133,765**
5. CHAPTER 11 / BANKRUPTCY EXPENSES														
Utility Deposit (50% of avg monthly)	9,500	-	-	-	-	-	-	-	-	-	-	-	-	9,500
Trustee Fees	-	-	-	-	-	-	-	-	-	77,000	-	-	-	77,000
Case Related Expenses (Professional Fees)	185,000	70,000	70,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	925,000
CFI DIP Facility Annual Fee	180,000	-	-	-	-	-	-	-	-	-	-	-	-	180,000
CFI DIP Facility Administration Fee	-	36,812	-	-	-	-	36,812	-	-	-	36,812	-	-	110,435
CFI DIP Interest Expense	-	$112,030	-	-	-	-	$112,030	-	-	-	$112,030	-	-	336,089
CFI Facility Unused Line Fee	-	$4,913	-	-	-	-	$4,913	-	-	-	$4,913	-	-	14,739
CCG DIP Interest Expense	-	5,431	-	-	-	-	21,485	-	-	-	36,897	-	-	63,813
Total Chapter 11 / Bankruptcy Expenses	**374,500**	**229,185**	**70,000**	**60,000**	**60,000**	**60,000**	**235,239**	**60,000**	**60,000**	**137,000**	**250,652**	**60,000**	**60,000**	**1,716,576**

6. CASH SUMMARY

Total Cash Outflows	**1,551,701**	**1,830,212**	**829,405**	**2,100,912**	**678,895**	**1,494,935**	**1,028,844**	**3,078,356**	**543,605**	**1,762,253**	**923,562**	**1,401,343**	**1,134,594**	**18,358,617**
Net Operating Cash Flow (pre-financing)	**(601,701)**	**(1,016,377)**	**113,595**	**(1,023,662)**	**428,605**	**(457,435)**	**101,906**	**(1,922,606)**	**643,895**	**(517,003)**	**344,688**	**(179,843)**	**105,156**	**(3,980,782)**
Beginning Cash Balance	50,000	100,000	100,000	213,595	100,000	528,605	100,000	201,906	100,000	743,895	226,893	571,580	391,738	
Cash Available Before DIP Draw	***(551,701)***	***(916,377)***	***213,595***	***(810,067)***	***528,605***	***71,169***	***201,906***	***(1,720,700)***	***743,895***	***226,893***	***571,580***	***391,738***	***496,894***	
Minimum Cash Required (covenant)	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Cash Shortfall vs. Minimum	651,701	1,016,377	-	910,067	-	28,831	-	1,820,700	-	-	-	-	-	
DIP Draw (capped at capacity)	651,701	1,016,377	-	910,067	-	28,831	-	1,820,700	-	-	-	-	-	4,427,676
Cumulative DIP Drawn	**651,701**	**1,668,078**	**1,668,078**	**2,578,145**	**2,578,145**	**2,606,976**	**2,606,976**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**
Remaining DIP Capacity	**4,948,299**	**3,931,922**	**3,931,922**	**3,021,855**	**3,021,855**	**2,993,024**	**2,993,024**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**
Ending Cash Balance	**100,000**	**100,000**	**213,595**	**100,000**	**528,605**	**100,000**	**201,906**	**100,000**	**743,895**	**226,893**	**571,580**	**391,738**	**496,894**	**496,894**

Exhibit B

DIP Terms

COMMERCIAL FUNDING INC.

5/19/2026

Warrior Technologies, LLC
400 W Illinois, Suite 1120
Midland, Texas 79701

Dear Tripp:

This Letter of Intent and informational LOI (the "LOI") is intended to provide you with an indication of Commercial Funding Inc. ("CFI") and Commercial Credit Group Inc.'s ("CCG," and collectively with CFI, "Lenders") interest in providing financing (the CFI DIP Facility and the CCG DIP Facility, collectively, the "DIP Facility") to Warrior Technologies, Inc. (the "Borrower") in connection with your debtor-in-possession case proceeding under Chapter 11 of the Bankruptcy Code. Please be advised that issuance of this Letter of Intent in accordance with the terms and conditions stated below should not be considered a commitment on CFI's or CCG's part to provide financing to Borrower. If the Terms are acceptable CFI and CCG are prepared to immediately work with your counsel to begin the process.

Lenders would provide Borrower with two facilities:

I. **CFI DIP Facility**. The terms of the current existing loan facility with CFI would remain intact and be incorporated into the CFI DIP Facility, as supplemented by the terms set forth herein.

Interest and Fees: Interest Rate: Prime Rate as stated in the Wall Street Journal + 0.625%, subject to a floor of 9.13%.

Fees: In addition to other customary fees, the DIP Facility shall be subject to:

a) Administration Fee: 0.25% of the average daily DIP Facility, which fee shall be payable monthly in arrears on the last day of each month and on the Termination Date.

b) Annual Fee: 1% of the Maximum Revolving Credit Amount due on initial funding and each anniversary of the Effective Date, which annual fee shall be fully earned upon initial funding and each anniversary of the Effective Date.

Security: Subject to the Carve-Out (as set forth in the DIP Order), (1) a first position lien and security interest in all pre-petition and post-petition cash collateral (as defined in Bankruptcy Code § 363(a)) and all other assets of Borrower to the same extent that Lender has a such priority as of the bankruptcy Petition Date, (2) a first position lien on all unencumbered assets of Borrower, excluding Chapter 5 avoidance claims, and, for avoidance of doubt, on all assets of Borrower to which CFI or CCG has priority as of the Petition Date, and (3) a junior security interest in all other previously encumbered assets of the Borrower (all of which may be collectively referred to herein as "Collateral" or the "DIP Collateral" in the DIP Orders). All liens granted under the DIP Orders shall be automatically perfected.

Funding: Subject to the Budget, up to 100% percent (100%) advance on new eligible post petition accounts/sales (net of adjustments and/or credits to accounts/sales) for goods provided and/or services rendered after the bankruptcy filing.

Maturity: Six (6) months from the petition date in Borrower's bankruptcy case.

DIP Accounts: All collections shall be directed to CFI's lockbox and shall be applied to the CFI DIP Facility balance, subject to a roll-up of the prepetition indebtedness. If Borrower receives any payment directly, it shall immediately forward the same to CFI's lockbox. All Advances, net of adequate protection payments to CCG and CFI, respectively, under each DIP facility which shall be directed to CCG and CFI, shall be directed to and deposited in appropriate debtor-in-possession bank accounts, unless and to the extent otherwise permitted by the Bankruptcy Court

II. **<u>CCG DIP Facility</u>.** CCG will provide a term loan in the amount of up to Five Million Seven Hundred Thousand Dollars ($5,700,000.00) to be used to fund shortfalls between the approved Budget (defined below) and amounts available under the CFI DIP facility.

Interest: 10% per annum

Payments: Monthly interest-only payments, payable in arrears

Professional Fees/Retainers:

CFI agrees to fund retainers / invoice balances to Borrower's professionals in the following amounts upon signing of this LOI: (1) Harney Partners: $50,000; (2) Omni: $15,000; and (3) Loeb & Loeb LLP: $50,000. Upon entry of the Interim DIP Order, $115,000 from the CCG DIP Facility shall be distributed to the Borrower and applied to the CFI roll-up pursuant to the Budget.

Funding Requests & Disbursements:

Funded up to twice per week, in amounts needed under the 13-week approved cash flow Budget (plus permitted variance) net of available advances under the CFI DIP Facility (which will include a process similar to the process under the existing CFI facility).

Re-borrowing: Not permitted; CCG DIP Facility is non-revolving

Security: Priming, first-priority lien on all assets of the Debtor, subject only to the Carve-Out.

Maturity: Six (6) months from the petition date in Borrower's bankruptcy case.

III. **<u>Other DIP Facility Conditions</u>:** Customary, including, but not limited to the following:

a) CFI DIP Facility shall be cross-collateralized and cross-defaulted to any other obligations Borrower may have now or in the future with CFI, its subsidiaries or affiliates including, CCG.

b) Support Documentation that services have been rendered or product has been delivered.

c) Maximum Advances under the revolving CFI DIP Facility shall be capped at $18,000,000, inclusive of the amounts owed by Borrower to CFI under the existing facility as of the date of the bankruptcy filing.

d) Borrower ratifies and confirms the validity and enforceability of all agreements related to the pre-petition agreements between Borrower and Lenders and that the indebtedness owing to Lenders is fully secured as of the petition date.

e) Budgeting and Reporting: Debtor shall provide (i) 13-week operating budgets on a weekly rolling basis, which shall include adequate protection payments to CFI on the CFI DIP Facility Balance and adequate protection payments to CCG on account of the prepetition indebtedness owing to CCG, in an amount not less than the greater of a) the monthly interest accruing thereon and b) the product of the replacement value of CCG's equipment collateral and the highest depreciation rate to which the Borrower has stipulated or been ordered to pay any other secured creditor as adequate protection in its bankruptcy case, with the initial Budget attached to the definitive DIP Facility loan documents and approved prior to the bankruptcy petition date, (ii) weekly budget-to-actual variance reports, (iii) customary borrowing base reporting on a weekly basis, and (iv) a weekly report indicating each unit of equipment owned or leased by Borrower, its orderly liquidation value and replacement value, and the balance of debt secured thereby that is senior to CFI's and CCG's prepetition indebtedness. Borrower shall be authorized to use the loan proceeds to pay the expenses set forth in the budget attached to this LOI (final version to be attached to the definitive documents) as Exhibit A (the "Budget"), with authority to deviate from the expense line items contained in the Budget by no more than 10% on an aggregate, rolling basis, measured weekly. The parties may agree to modify the Budget by written agreement and without further Order of the Court or a hearing. Lenders

170 S. Main Street
Suite 700
Salt Lake City, UT 84101

525 N. Tryon Street
Suite 1000
Charlotte, NC 28202

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Web: commercialfund.com

must approve all future budgets in their sole discretion. Borrower to deliver weekly variance reports and borrowing base certificate to the Lenders. Borrower will cooperate with Lenders in providing information and other assistance towards collecting accounts, both pre- and post-petition.

f) Borrower will obtain an order authorizing use of cash collateral and obtaining of credit under the DIP loan consistent with this LOI and the definitive DIP Facility agreements.

g) In addition to other defaults specified herein and the loan documents to be ratified and executed, collection by Borrower of any accounts which are not within 48 hours wholly redirected in good funds or original form of payment from the payor to CFI's lockbox shall constitute an event of default.

h) All proceeds of asset sales outside of the ordinary course of business shall be held in escrow subject to further order of the Bankruptcy Court. To the extent that there are asset sales in the ordinary course of business, the proceeds shall be directed to Lenders and applied to the balance of Lenders' prepetition indebtedness, without prejudice to subsequent enforcement of the Carve-Out against such proceeds and subject to further order of the Bankruptcy Court.

i) Carve-Out: "Carve-Out" means an amount equal to the sum of (i) all unpaid fees required to be paid to the clerk of the Bankruptcy Court under 28 U.S.C. § 156(c) and to the Office of the United States Trustee under 28 U.S.C. § 1930(a) plus interest at the statutory rate; and (ii) all of Borrower's professional fees approved by the Bankruptcy Court in the Bankruptcy Case; provided, however: (a) that funds provided pursuant to the Budget and/or the Carve-Out shall not be used by the Borrower or official committee of unsecured creditors ("Committee") for any actions adverse in any manner to CFI or CCG; and (b) the Carve-Out for professional fees of any Committee shall be capped at $20,000, with no more than $10,000 used for any investigation of CFI or CCG. Funds sufficient to cover the Carve-Out shall be drawn by the Borrower consistent with the Budget and placed in a professional fee escrow to be maintained in Borrower's counsel's trust account, with payments out of the professional fee escrow subject to approval by the Bankruptcy Court.

j) Conditions Precedent: Usual and customary for DIP facilities, including entry of interim and final DIP orders. Borrower shall have complied in full with the notice and other requirements of the Bankruptcy Code in a manner acceptable to Lenders and their counsel, and interim financing orders (in form and substance reasonably satisfactory to CFI and its counsel) shall have been entered by the Bankruptcy Court, the provisions of which shall include, inter alia, (a) authorizing the secured financing under the DIP Facility on the terms and conditions contemplated by this LOI; (b) modifying the automatic stay, as needed; (c) authorizing and granting the security interests and liens described above, (d) granting a super-priority administrative expense claim to CFI with respect to all obligations to CFI and CCG, subject to no priority claim or administrative expenses of the Chapter 11 cases of Borrower or any other entity, that any future proceeding which may develop out of any such cases, including liquidating in bankruptcy, (e) a "good faith finding under Section 364(e) of the Bankruptcy Code, and (f) such other terms and provisions as CFI and its counsel shall require. The interim DIP financing order shall authorize sales and/or financing under the DIP Facility for the Borrower for a period not to exceed thirty (30) days in an amount acceptable to Lenders in their sole discretion and shall contain such other terms and conditions as Lenders and their counsel shall require.

k) Events of Default: Standard and customary for DIP financings, including, without limitation, (i) weekly sales shortfalls of greater than 10% from the Budget (measured in the same manner as sales are calculated for the Budget), beginning in the second week of the Budget and calculated on a rolling basis, measured weekly, such that sales that exceed Budget in one week can be applied towards sales shortfalls in a following week; (ii) expenditures exceed the Budget amount by more than 10% on a cumulative basis, measured weekly, such that expenses that are below Budget in one week can be applied towards expenses that exceed Budget in a following week; (iii) failure to meet milestones; (iv) budget variance breaches, (v) failure to propose future rolling budgets acceptable to Lenders, (vi) breach of covenants or representations; (vii) any sale of assets or plan proposed by the Borrower fails to pay all amounts owed to CFI and CCG in full, in cash, on the effective date of such sale or plan; and/or (viii) dismissal/conversion of case or appointment of a trustee or examiner. Additional defaults and remedies to be detailed in the DIP Facility documents and DIP Order.

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l) Guaranties: Personal guaranty from Herman Hubert Wommack III.

m) Governing Law: North Carolina

Borrower warrants that all information which has been, and will be, submitted by Borrower is true and correct as of the stated date and shall immediately notify Lenders of any material change in any facts represented to Lenders. As a condition to Lenders entering into any loan, there shall not have been any material adverse change in the business, financial condition, prospects of the Borrower and any guarantors from the date of the financial information submitted to Lenders. By executing this Letter of Intent of proposed terms, Borrower authorizes all companies with whom it conducts business, all consumer reporting agencies or other persons or organizations and all banks or other financial institutions to release to Lenders any and all credit and financial information relating to Borrower that Lenders deem necessary, and Borrower authorizes Lenders to file UCC-1 financing statements on the collateral in order to expedite the process. Consummation of a transaction consistent with this Letter of Intent is subject to: (i) final approval by Lenders' credit committees in their sole discretion, (ii) Lenders' standard documentation properly executed by officers of the Borrower, subject to approval of Lenders and their counsel in form and substance, (iii) first priority security interest (perfected first liens) in the Collateral prior to funding.

The foregoing is intended to summarize certain basic terms of the DIP Facility and is not intended to be a definitive list of all the requirements of Lenders in connection with the DIP Facility. Funding is subject to the completion, to our satisfaction, of our due diligence. Should this Letter of Intent of proposed terms be terminated for any reason, CFI will not be held liable.

This proposal will remain open until May 19, 2026. Upon execution of this LOI we are prepared to immediately work with your counsel to begin preparation of the appropriate applications to the court. Thank you for giving us the opportunity to submit this proposal to you.

Commercial Funding Inc.

By: Angelo Garubo

Name: Angelo Garubo
Title: Senior Vice President

Commercial Credit Group Inc.

By: Angelo Garubo

Name: Angelo Garubo
Title: Senior Vice President

BORROWER:
Warrior Technologies, LLC

By: Tripp Womack

Name: Herman Hubert Wommack III
Title: Manager

CFI.LOI.DIP.0421F

EXHIBIT A

Warrior Technologies, LLC (dba Lobo Trucking)

13-Week DIP Cash Flow Forecast — Prepared for CFI (DIP Lender)

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	13-Wk Total
Line Item	**5/18/2026**	**5/25/2026**	**6/1/2026**	**6/8/2026**	**6/15/2026**	**6/22/2026**	**6/29/2026**	**7/6/2026**	**7/13/2026**	**7/20/2026**	**7/27/2026**	**8/3/2026**	**8/10/2026**	**Total**
1. REVENUE PROJECTIONS/CASH INFLOWS														
1. Revenue (Sales) — With Projects	$ 950,000	$ 813,835	$ 943,000	$ 1,077,250	$ 1,107,500	$ 1,037,500	$ 1,130,750	$ 1,155,750	$ 1,187,500	$ 1,245,250	$ 1,268,250	$ 1,221,500	$ 1,239,750	$ 14,377,835
Total Cash Inflows	**$ 950,000**	**$ 813,835**	**$ 943,000**	**$ 1,077,250**	**$ 1,107,500**	**$ 1,037,500**	**$ 1,130,750**	**$ 1,155,750**	**$ 1,187,500**	**$ 1,245,250**	**$ 1,268,250**	**$ 1,221,500**	**$ 1,239,750**	**$ 14,377,835**
CASH OUTFLOWS														
2. RECURRING PAYMENTS														
Payroll	-	980,000	-	980,000	-	980,000	-	980,000	-	980,000	-	980,000	-	5,880,000
Benefits	-	-	-	245,341	-	-	-	245,341	-	-	-	-	245,341	736,024
Rents	-	-	121,292	-	-	-	121,292	-	-	-	121,292	-	-	363,875
Utilities	7,318	1,819	4,229	3,792	9,215	1,754	2,856	5,527	8,767	2,709	2,819	2,793	6,710	60,309
Fuel	100,000	85,667	99,263	113,395	116,579	109,211	119,026	121,658	125,000	131,079	133,500	128,579	130,500	1,513,456
Credit Cards	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	487,500
Insurance	-	-	-	357,664	-	-	-	1,318,500	-	-	-	-	452,504	2,128,668
Sales Tax	150,000	-	-	-	150,000	-	-	-	-	150,000	-	-	-	450,000
Professional Fees	-	20,000	-	-	-	20,000	-	-	-	20,000	-	-	-	60,000
Other Operating	-	-	18,608	13,402	13,236	-	18,608	13,402	13,236	-	-	18,608	26,638	135,739
Critical Vendor AP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	200,000	-	-	-	200,000	-	-	-	200,000	-	-	600,000
Total Recurring Payments	**294,818**	**1,124,986**	**480,892**	**1,751,095**	**326,530**	**1,148,465**	**499,282**	**2,721,928**	**184,503**	**1,321,288**	**495,111**	**1,167,480**	**899,194**	**12,415,571**
3. CRITICAL VENDOR A/P PAYDOWN														
Parts, Equipment & Materials	37,057	37,057	37,057	37,057	37,057	37,057	37,057	37,057	37,057	37,057	-	-	-	370,573
Truck Repairs	995	208,903	497	497	497	497	497	497	497	497	-	-	-	213,876
Uniforms	17,300	17,300	17,300	17,300	17,300	17,300	17,300	17,300	17,300	17,300	-	-	-	173,002
Safety, Compliance & Medical	17,559	17,559	17,559	17,559	17,559	17,559	17,559	17,559	17,559	17,559	-	-	-	175,590
Fuel & Utilities	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	-	-	-	38,468
Professional & Advisory	8,409	8,409	8,409	8,409	8,409	8,409	8,409	8,409	8,409	8,409	-	-	-	84,088
IT, Software & Telecom	7,784	7,784	7,784	7,784	7,784	7,784	7,784	7,784	7,784	7,784	-	-	-	77,842
Water Disposal & SWD	4,214	4,214	4,214	4,214	4,214	4,214	4,214	4,214	4,214	4,214	-	-	-	42,141
Land, Lease & Royalties	10,545	10,545	10,545	10,545	10,545	10,545	10,545	10,545	10,545	10,545	-	-	-	105,452
Other / Miscellaneous	939	939	939	939	939	939	939	939	939	939	-	-	-	9,387
Environmental & Waste	19,950	19,950	19,950	19,950	19,950	19,950	19,950	19,950	19,950	19,950	-	-	-	199,502
Insurance & Benefits	602,784													602,784
Total Past Due Vendor Payments	**731,383**	**336,507**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**-**	**-**	**-**	**2,092,705**
4. CURRENT VENDOR WEEKLY SPEND														
Freshwater/SWD/Disposal	62,000	53,113	61,543	70,305	72,279	67,711	73,796	75,428	77,500	81,269	82,770	79,719	80,910	**938,343**
Propane	3,000	2,570	2,978	3,402	3,497	3,276	3,571	3,650	3,750	3,932	4,005	3,857	3,915	**45,404**
Equipment Rental	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	**130,000**
Safety Expenses	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	**39,000**
Supplies	15,000	12,850	14,889	17,009	17,487	16,382	17,854	18,249	18,750	19,662	20,025	19,287	19,575	**227,018**
Vehicle Maintenance/Repairs	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	**260,000**
Uniforms	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	**182,000**
Tires	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	**162,500**
Advertising	500	500	500	500	500	500	500	500	500	500	500	500	500	**6,500**
IT Outsourcing	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	**52,000**
Contract labor	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	**91,000**
Total Weekly Vendor Spend	**151,000**	**139,533**	**150,411**	**161,716**	**164,263**	**158,368**	**166,221**	**168,326**	**171,000**	**175,863**	**177,800**	**173,863**	**175,400**	**2,133,765**
5. CHAPTER 11 / BANKRUPTCY EXPENSES														
Utility Deposit (50% of avg monthly)	9,500	-	-	-	-	-	-	-	-	-	-	-	-	9,500
Trustee Fees	-	-	-	-	-	-	-	-	-	77,000	-	-	-	77,000
Case Related Expenses (Professional Fees)	185,000	70,000	70,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	925,000
CFI DIP Facility Annual Fee	180,000	-	-	-	-	-	-	-	-	-	-	-	-	180,000
CFI DIP Facility Administration Fee	-	36,812	-	-	-	-	36,812	-	-	-	36,812	-	-	110,435
CFI DIP Interest Expense	-	$112,030	-	-	-	-	$112,030	-	-	-	$112,030	-	-	336,089
CFI Facility Unused Line Fee	-	$4,913	-	-	-	-	$4,913	-	-	-	$4,913	-	-	14,739
CCG DIP Interest Expense	-	5,431	-	-	-	-	21,485	-	-	-	36,897	-	-	63,813
Total Chapter 11 / Bankruptcy Expenses	**374,500**	**229,185**	**70,000**	**60,000**	**60,000**	**60,000**	**235,239**	**60,000**	**60,000**	**137,000**	**250,652**	**60,000**	**60,000**	**1,716,576**

6. CASH SUMMARY

Total Cash Outflows	**1,551,701**	**1,830,212**	**829,405**	**2,100,912**	**678,895**	**1,494,935**	**1,028,844**	**3,078,356**	**543,605**	**1,762,253**	**923,562**	**1,401,343**	**1,134,594**	**18,358,617**
Net Operating Cash Flow (pre-financing)	**(601,701)**	**(1,016,377)**	**113,595**	**(1,023,662)**	**428,605**	**(457,435)**	**101,906**	**(1,922,606)**	**643,895**	**(517,003)**	**344,688**	**(179,843)**	**105,156**	**(3,980,782)**
Beginning Cash Balance	50,000	100,000	100,000	213,595	100,000	528,605	100,000	201,906	100,000	743,895	226,893	571,580	391,738	
Cash Available Before DIP Draw	***(551,701)***	***(916,377)***	***213,595***	***(810,067)***	***528,605***	***71,169***	***201,906***	***(1,720,700)***	***743,895***	***226,893***	***571,580***	***391,738***	***496,894***	
Minimum Cash Required (covenant)	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Cash Shortfall vs. Minimum	651,701	1,016,377	-	910,067	-	28,831	-	1,820,700	-	-	-	-	-	
DIP Draw (capped at capacity)	651,701	1,016,377	-	910,067	-	28,831	-	1,820,700	-	-	-	-	-	4,427,676
Cumulative DIP Drawn	**651,701**	**1,668,078**	**1,668,078**	**2,578,145**	**2,578,145**	**2,606,976**	**2,606,976**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**
Remaining DIP Capacity	**4,948,299**	**3,931,922**	**3,931,922**	**3,021,855**	**3,021,855**	**2,993,024**	**2,993,024**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**
Ending Cash Balance	**100,000**	**100,000**	**213,595**	**100,000**	**528,605**	**100,000**	**201,906**	**100,000**	**743,895**	**226,893**	**571,580**	**391,738**	**496,894**	**496,894**

Exhibit C

DIP Term Note

Commercial Credit Group

DEBTOR-IN-POSSESSION NEGOTIABLE PROMISSORY NOTE and SECURITY AGREEMENT (the "Note")

Warrior Technologies, LLC **May 22, 2026**
(individually and collectively, "MAKER/DEBTOR") Date

1. PAYMENT OF INDEBTEDNESS. For value received, Maker/Debtor irrevocably and unconditionally promises to pay to the order of Commercial Credit Group Inc. (together with its successors and assignees, hereinafter referred to as "Holder") at 525 N. Tryon St., Ste. 1000, Charlotte, NC 28202 or such other place as the Holder may from time to time appoint, in addition to such other sums coming due hereunder, the principal sum of One Million Four Hundred Twenty Five Thousand Dollars ($1,425,000.00) in consecutive monthly installments ("Installments") as follows:

Six monthly payments of all interest then owing, calculated by reference to the principal amount then disbursed pursuant to section 2 hereof, followed by one payment of all sums owing hereunder.

The first Installment shall be due on or before May 31, 2026. The second Installment shall be due on the date that is 30 days from the due date of the first Installment. Each of the remaining consecutive monthly Installments shall be due on the same date of each month thereafter. Any additional sums coming due hereunder shall be paid as specified herein and no later than the due date of the final Installment or, if arising thereafter, upon demand.

All principal disbursed hereunder shall bear interest at the rate of ten percent (10%) on the basis of a 360-day year and for the actual number of days elapsed.

2. DISBURSEMENT OF COMMERCIAL LOAN PROCEEDS. Maker/Debtor unconditionally and irrevocably authorizes and requests that Holder disburse the proceeds due Maker/Debtor from this Note as follows:

Proceeds to be disbursed in installments up to twice per week, with each draw in the minimum amount of $50,000.00 and limited to the amount by which projected expenses under Maker/Debtor's rolling budget in its bankruptcy case pending in the United States Bankrutpcy Court for the Southern District of Texas (the "Bankruptcy Court"), Case No 26-33562 (the "Bankruptcy Case") exceed funding available to Maker/Debtor pursuant to the Amended and Restated Loan and Security Agreement (Senior Secured Superpriority Debtor-in-Possession) dated the date hereof (the "DIP Agreement"), as may be amended, between Maker/Debtor and Commercial Funding Inc. ("CFI," and together with Holder, individually and collectively, "Secured Party"); provided, however, Maker/Debtor may seek disbursements in excess of the budget in an amount that does not exceed10% on an aggregate, rolling basis, measured weekly. Holder shall only be obligated to make such disbursements under the following conditions: a) the Bankruptcy Court approves the terms and conditions of this Note substantially in the form of the interim order authorizing Maker/Debtor to obtain debtor-in-possession financing from Holder and CFI entered in the Bankruptcy Case on May 21, 2026 (the "Interim Order"), granting priming liens pursuant to Section 364(d)(1) of the Bankruptcy Code on all assets of Maker/Debtor (or such lesser set of property as Holder may approve in its sole and absolute discretion) and containing such other terms and conditions as Lender and its counsel shall reasonably require. After entry of the Interim Order, Maker/Debtor shall obtain a final order within 30 days' of entry authorizing Maker/Debtor to obtain debtor-in-possession financing from Holder and CFI on a final basis (the "Final Order", together with the Interim Order, the "DIP Order") and containing the provisions present in the Interim Order (including, without limitation, the granting of priming liens pursuant to Section 364(d)(1) of the Bankruptcy Code on all assets of Maker/Debtor (or such lesser set of property as Holder may approve in its sole and absolute discretion) and containing such other terms and conditions as Lender and its counsel shall reasonably require, and the payment of all fees referred to herein) and additional provisions (including, without limitation, prohibiting any claims against the Collateral pursuant to Sections 506(c), 510, 549, or 550 of the Bankruptcy Code, waiver of any "equities of the case" claims under Section 552(b) of the Bankruptcy Code, granting of a Superpriority Claim over claims that may exist or arise under Section 507(b) of the Bankruptcy Code, approving Holder's right to credit bid the Obligations and waiving any obligations of Holder to marshal with respect to the Collateral); b) Holder has approved Maker/Debtor's then-current budget; c) all other conditions precedent provided in or contemplated by any other agreement, instrument, or document between Maker/Debtor and Secured Party or by Maker/Debtor in favor of Secured Party have been fully satisfied or waived in a writing signed by Secured Party and there are no uncured defaults pursuant to the DIP Agreement and this Agreement.

Payment as outlined above will in all respects be the equivalent of payment made directly to Maker/Debtor and represents the entire amount due Maker/Debtor. Secured Party shall not be obligated to see to the application thereof by the recipient.

3. ACCEPTANCE BY HOLDER. This Note shall be valid only upon approval and acceptance hereof by Holder in the State of North Carolina, which acceptance shall be evidenced by the funding of all or part of the loan proceeds evidenced hereby. Maker/Debtor acknowledges and understands that Secured Party's and Holder's principal place of business is in the State of North Carolina.

4. REPRESENTATIONS, WARRANTIES. Maker/Debtor hereby warrants and represents that all proceeds from the loan evidenced by this Note are to be used for commercial purposes only, and no part thereof is to be used for consumer, agricultural, personal, family, or household purposes. Maker/Debtor further represents and warrants to Secured Party and agrees as follows: (a) Maker/Debtor is the lawful owner of the Collateral (defined below), has paid and will continue to pay when due all applicable sale, use, and other taxes due in connection with the sale, purchase, ownership, possession, and use of the Collateral, and shall indemnify Secured Party from and against any loss, cost, or expense, including penalties, interest, and other charges of any kind in connection with or arising from the sale, purchase, ownership, possession, or use of the Collateral; (b) the Collateral is in the possession of Maker/Debtor; (c) the Collateral and every part thereof is and will continue to be free and clear of all liens, attachments, levies, claims, demands, and encumbrances of every kind, nature, and description (except any held by Secured Party), except as permitted by the DIP Order; (d) Maker/Debtor will defend the Collateral against all claims and demands of all persons and will not permit or suffer to exist any circumstances under which Secured Party may lose its lien or lien priority on the Collateral; (e) Maker/Debtor will not sell, assign, mortgage, lease, pledge, or otherwise dispose of the Collateral without the prior written consent of Secured Party, and in the event of a sale or disposition of any item(s) of the Collateral, Maker/Debtor shall hold all proceeds therefrom in trust and immediately deliver same to Secured Party; (f) Maker/Debtor, at its own cost and expense, will maintain and keep the Collateral in good repair, will not waste, abuse, or destroy the Collateral or any part thereof, will not be negligent in the care and use thereof, and will comply with all laws relating to its possession, use, and maintenance; (g) Maker/Debtor will neither remove the Collateral from within the 48 contiguous States of the United States or its present locations without the prior written consent of Secured Party nor change its present business locations without at least thirty (30) days' prior written notice to Secured Party; (h) at all times Maker/Debtor shall allow Secured Party or its representatives free access to and right of inspection of the Collateral, which shall remain personalty and not become a part of any realty or physically united, attached, or affixed with or to other personal property that is not described in the Description of Property herein. Maker/Debtor agrees to keep Collateral free of personal property that is not Collateral and hereby waives any and all claims for possession, ownership, turnover, and damages of, for, or on account of personal property in or attached to Collateral, and Secured Party may dispose of or discard any such property which may come into or be in Secured Party's possession without any liability, and Maker/Debtor shall indemnify Secured Party against claims of third parties relating to such property. Maker/Debtor authorizes Secured Party to remove all or any part of the Collateral from any premises to which it may be attached and/or upon which it may be located. Maker/Debtor agrees to deliver to Secured Party all appropriate waivers which Secured Party may request in its absolute discretion, in a form satisfactory to Secured Party, of owners, landlords, and mortgagees of any such premises on which the Collateral may be located from time to time; (i) Maker/Debtor shall ensure that (so far as may be necessary to protect the Collateral and Secured Party's lien thereon) all of the terms and conditions of any leases covering the premises wherein the Collateral may be located are consistent with this Note and related documents and will not result in a violation thereof, and Maker/Debtor shall comply with any orders, ordinances, laws, and statutes of any city, state, or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Secured Party, will correct any defects, execute any written instruments, and do any other acts necessary or helpful in Secured Party's discretion to effectuate or evidence the purposes and provisions of this Note; (j) Maker/Debtor has the right and lawful authority to enter into this Note and, if Maker/Debtor is an organization, the execution of this Note has been duly consented to and authorized by all of the directors, managers, shareholders, members, general partners, officers, and/or other constituents or agents of such organization as its charter, bylaws, articles, operating agreement, and/or other document(s) concerning governance of such organization may require, and Maker/Debtor agrees to deliver to Secured Party evidence thereof satisfactory to Secured Party immediately upon request; (k) each person signing this Note has full authority to sign for the Maker/Debtor; (l) Maker/Debtor will indemnify and save Secured Party harmless from all losses, costs, damages, liabilities, and expenses, including without limitation reasonable attorneys' fees, costs, and expenses, that Secured Party may sustain or incur in connection with the Obligations, including without limitation any effort to obtain or enforce payment, performance, or fulfillment of any of the Obligations or in the enforcement of rights in or foreclosure of Collateral, or in the prosecution or defense of any action or proceeding, whether against or involving Maker/Debtor, any guarantor or party liable for performance of the Obligations, Secured Party, or any third party, including without limitation claimants of a lien or interest in and transferees of the Collateral or other collateral securing the Obligations and insurance companies, concerning any matter arising out of or in connection with any of the Obligations or any of the Collateral, and such indemnity and all other indemnity obligations under this Note shall survive satisfaction hereof; (m) at Secured Party's request, Maker/Debtor will furnish current financial statements satisfactory to Secured Party in form, preparation, and content; and (n) no Blocked Person has or shall acquire an ownership interest in or control of Maker/Debtor. "Blocked Person" means any person or entity that is now or at any time (i) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, (ii) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government, or (iii) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Holder to be a person with whom Holder is not permitted to extend credit to or with regard to whom, a lending relationship may result in penalties against Holder or limitations on a holder's ability to enforce a transaction.

5. WAIVERS, ACKNOWLEDGMENTS. Maker/Debtor, all endorsers, and all other persons obligated hereon each: (a) waive presentation for payment, demand for payment, notice of non-payment or dishonor, protest and notice of protest, notice of default and/or dishonor, and notice of the intent to accelerate and/or acceleration of any of the Obligations; (b) waive the benefits of any statute of limitations with respect to any action to enforce, or otherwise related to, the Obligations; (c) agree that the failure or delay to perfect or continue the perfection of any security interest in any property or collateral which secures the Obligations of the Maker/Debtor or any endorser or other person obligated hereon, or to protect the property or collateral covered by such security interest, if any, shall not release or discharge them or any of them; (d) agree that this Note is made and shall be construed under the laws of the State of North Carolina; (e) agree that all exemptions and homestead laws and all rights thereunder are hereby waived to the extent permitted by law; (f) agree that all amounts due hereunder are absolutely due and owing and are not subject to any claim, counterclaim, or set off of any kind, hereby waive and release any claim(s) whatsoever each may have against Secured Party, whether known or unknown, as of the date of this Note, and hereby waive the provisions of California Civil Code, Section 1542 (and any other similar law in any other applicable state) which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party"; (g) agree that Secured Party may, without notice or limit, grant extensions of the time for payment of any of the Obligations and/or extend the maturity of or modify any payment or payments, in whole or in part, postpone the enforcement hereof, grant any other indulgence, add or release any party primarily or secondarily liable hereon, and/or release or change any collateral securing the Obligations without affecting or diminishing Secured Party's right of recourse against Maker/Debtor, any endorsers, guarantors, and/or other parties liable for the Obligations; (h) agree that Secured Party may settle with, grant forbearance to, or release any Maker/Debtor, endorser, guarantor and/or other parties liable for the Obligations without notice, and any such settlement, forbearance, or release shall not operate to release any other person or party liable hereunder; (i) waive any other defenses based on suretyship or impairment of collateral; and (j) agree that the Obligations shall be further secured by any security agreement, mortgage, deed of trust, or pledge executed by Maker/Debtor and/or any endorser or guarantor hereof in favor of Secured Party, whether now existing or hereafter executed. Maker/Debtor acknowledges and agrees that this Note, any amendment or modification hereof, and any separate security agreement, mortgage, deed of trust, pledge or documents related thereto, may be executed by Maker/Debtor and/or Secured Party by photocopy, facsimile, PDF, electronic signature, or any other valid manner ("Electronic Signature") in addition to ink execution. Maker/Debtor acknowledges and agrees that any such document (including this Note) executed by Electronic Signature shall constitute a binding and effective execution of such document, and each such document shall constitute an original document for purposes of establishing the provisions thereof, shall be legally admissible as evidence in any proceeding relating thereto, and shall be binding and enforceable against Maker/Debtor in any court or forum as if it contained an ink signature. Maker/Debtor acknowledges and agrees that any such document, whether executed by Electronic Signature or in ink, may thereafter be stored electronically. In the event of any such electronic storage, Maker/Debtor acknowledges and agrees that a certified copy of such electronically-stored document, as well as any paper copy thereof resulting from an electronic-to-paper conversion, shall be admissible in evidence in any proceeding relating thereto. Maker/Debtor shall not contest, nor raise as a defense to enforcement, that any such document has been executed by Electronic Signature or takes the form of such a certified copy, or a paper copy, of an electronically-stored original thereof. All rights and obligations of the Parties shall be subject in all respects to the Interim Order and any final order entered with respect thereto and this Note.

6. AUTHORIZATIONS. Maker/Debtor hereby irrevocably authorizes Secured Party to disclose to third parties all financial information relating to Maker/Debtor which Secured Party has obtained or will hereafter obtain, including but not limited to payment histories, balances, and due dates. Maker/Debtor hereby irrevocably authorizes all third parties, including without limitation vendors, manufacturers, federal and state agencies, and motor vehicle authorities, to release to Holder and Secured Party all information relating to Maker/Debtor and all information relating to the Collateral requested by Holder or Secured Party, including without limitation global positioning (GPS) data, other information regarding location(s) of Collateral, information regarding the use of Collateral (including without limitation diagnostic reports and log books), and all information within the scope of 18 U.S.C. § 2721(a)(1) and (2) and similar applicable law. Maker/Debtor hereby releases and agrees to hold harmless such third parties for their disclosure of such data or information to Holder and/or Secured Party and agrees that such third parties are intended beneficiaries of this provision. Maker/Debtor agrees to execute such additional documents as may be requested by Secured Party and/or third parties to further evidence Maker/Debtor's authorizations herein. Maker/Debtor hereby irrevocably appoints Holder and Secured Party each as true and lawful Attorney-in-Fact of Maker/Debtor, coupled with an interest, with full power in Maker/Debtor's name, place, and stead to execute such additional documents.

7. PREPAYMENT. Maker/Debtor may, subject to the terms and conditions contained herein, prepay this Note in full or in part at any time, provided Maker/Debtor shall: (i) give five days prior written notice to Holder specifying the principal amount and date of any proposed voluntary prepayment and the indebtedness being voluntarily prepaid; (ii) pay the amount specified in such voluntary prepayment notice, in good funds, on the date specified in such notice; (iii) simultaneously pay, in good funds, all principal, interest, late charges, and other charges accrued and/or due to Secured Party through the date of any such voluntary prepayment; and (iv) simultaneously pay a prepayment premium equal to the sum of .00167 of the principal amount then being prepaid multiplied by the number of whole or partial calendar months between the date of the prepayment and the scheduled final maturity date of the indebtedness being prepaid but not more than the maximum amount permitted by law (the "prepayment premium"). The prepayment premium shall also apply and become immediately due and payable in the event of any full or partial prepayment of principal hereunder, whether voluntary or involuntary, in the event of acceleration of the indebtedness hereunder, whether or not payment of the accelerated balance has been made, and in the event of disposition of Collateral. Any partial prepayment shall be applied in any manner acceptable to the Holder in the Holder's sole discretion including to the scheduled Installments of the indebtedness then being prepaid in the reverse order of their respective maturities, so that the amount and due date of only the latest maturing Installment(s) shall be affected thereby. At Holder's option, upon partial prepayment, the remaining principal balance may be re-amortized over the remaining term of Installments. If Holder receives an early payment that does not satisfy the conditions of prepayment herein, Holder may apply such sums to the Obligations in accordance with the terms hereof.

8. SECURITY INTEREST. To secure the prompt payment, performance and fulfillment of any and all Obligations , Maker/Debtor hereby assigns, transfers, conveys, pledges, mortgages, and grants to Holder a security interest and lien in all accounts, accounts receivable, chattel paper, contract rights, documents, equipment, fixtures, general intangibles, goods, instruments, inventory, securities, deposit accounts, investment property, and all other property of whatever nature and kind, wherever located, in which Maker/Debtor now or hereafter has any right or interest, and in any and all attachments, accessories, tooling, substitutions, replacements, replacement parts, additions, software and software upgrades, and all cash and non-cash proceeds (including rental proceeds, insurance proceeds, accounts, and chattel paper arising out of or related to the sale, use, rental, or other disposition thereof) of and to all of the foregoing together with the property identified as "Collateral" in the DIP Order ("Collateral").

9. [reserved]

10. PERFECTION. Perfection of the liens and security interests granted hereby shall be automatic pursuant to the DIP Order. Maker/Debtor authorizes Secured Party to file one or more financing statements and any other lien-related forms or documents relating to the Collateral (including without limitation documents relating to notation of liens on certificates of title) from time to time as Secured Party deems in its sole discretion appropriate, in any jurisdiction, and Maker/Debtor hereby irrevocably appoints Holder and Secured Party each as true and lawful Attorney-in-Fact of Maker/Debtor, coupled with an interest, with full power in Maker/Debtor's name, place, and stead to do any and all acts on Maker/Debtor's behalf necessary or helpful to perfect and continue perfection of and carry out rights and remedies with respect to Secured Party's security interest in the Collateral pursuant to the Uniform Commercial Code ("UCC") or other applicable law including, but not limited to, completing, as needed, and correcting any errors and omissions concerning descriptions, serial numbers, vehicle identifications numbers, or other descriptive information relating to the Collateral as described herein and/or on any documents related hereto, executing any and all documents on behalf of Maker/Debtor including without limitation applications to state motor vehicle authorities for issuance of, changes to, or correction of certificate(s) of title covering any of the Collateral, transferring Maker/Debtor's interest in Collateral, making demands and requests on behalf of Maker/Debtor, including without limitation for accountings, lists of collateral, regarding statements of account, and to terminate financing statements filed against Maker/Debtor, and to file financing statements, amendments to financing statements, and other UCC documents on behalf of Maker/Debtor. Holder and/or Secured Party may unilaterally appoint an individual to act on its behalf as Attorney-in-Fact on behalf of Maker/Debtor and may add or change such authorized individual(s), and Maker/Debtor hereby waives notice of such appointment, change, or additional appointment.

11. PROTECTION OF COLLATERAL. Maker/Debtor will insure the Collateral, at its sole cost and expenses, by maintaining an "all risks" insurance policy naming Secured Party as additional insured, loss payee, and the beneficiary of a lender's loss payable endorsement, in an amount at least equal to the full replacement value of all Collateral identified in the Description of Property, and also, when requested by Secured Party, against other hazards (including but not limited to comprehensive general liability insurance), with companies, in amounts of coverage and deductible provisions, and under policies acceptable to Secured Party. Each policy shall be delivered to Secured Party and shall expressly state that insurance as to Secured Party shall not be invalidated by any act, omission or neglect of Maker/Debtor and that the insurer shall give thirty (30) days' written notice to Secured Party of any alteration, termination, or cancellation of the policy. Maker/Debtor shall promptly make claims for loss or damage to Collateral and cooperate with the insurer, its agents, and Secured Party to ensure payment of such claims in accordance herewith. Secured Party shall have the right, but not the obligation, to provide insurance for its interest and charge Maker/Debtor Secured Party's cost for such insurance, together with it or its designee's customary charges or fees associated with its insurance. Maker/Debtor hereby irrevocably appoints each Holder and Secured Party as Maker/Debtor's Attorney-in-Fact, coupled with an interest, to make claim for, settle, resolve, receive payment of, and execute and endorse all documents, checks, or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements related thereto, including without limitation the power to subrogate Maker/Debtor's interest in the Collateral to the insurer. Maker/Debtor hereby irrevocably appoints each Holder and Secured Party as Maker/Debtor's Attorney-in-Fact, coupled with an interest, to make claim for rights to payment pledged or assigned to Secured Party, assert and file claims of lien to secure such rights to payment, and execute all documents in furtherance thereof. Maker/Debtor hereby consents to the use and installation on the Collateral (at Secured Party's option and Maker/Debtor's expense) of global positioning (GPS) or similar hardware that monitors the location of the Collateral and/or renders the Collateral unusable, including without limitation by use of technology that may deactivate Collateral while it is in use. Maker/Debtor agrees and stipulates that no damages as a consequence of rendering Collateral unusable shall be deemed reasonably foreseeable. Secured Party shall not be required to provide notice prior to exercising any remedy. Maker/Debtor may not remove, tamper with or disable such hardware without the written consent of Secured Party. If installed, Maker/Debtor shall be responsible for damage to or removal of such hardware without Secured Party's prior written consent. All such hardware and information obtained therefrom shall be owned exclusively by Secured Party and may be disabled or removed from the Collateral by Secured Party without notice of any kind. The hardware and services it facilitates are for the sole use of Secured Party, and Maker/Debtor releases and holds Secured Party harmless from the use and dissemination of any such hardware or the information obtained therefrom.

12. OBLIGATIONS. The term "Obligations" as used herein shall mean and include: (a) any and all loans, leases, advances, payments, extensions of credit, endorsements, repurchase obligations, benefits, and financial accommodations previously, now, or hereafter made, granted, or extended by Secured Party or which Secured Party has or will become obligated to make, grant, or extend to or on account of Maker/Debtor or to any party on the debts of which Maker/Debtor is obligated; and (b) any and all interest, commissions, rent, obligations, liabilities, indebtedness, fees, charges, late charges, prepayment premium, attorneys' fees, costs, and expenses hereunder and/or chargeable against Maker/Debtor by Secured Party, owing by Maker/Debtor to Secured Party, or upon which Maker/Debtor is liable as endorser or guarantor; (c) all obligations and/or indebtedness of any and every kind of Maker/Debtor to Secured Party, whether direct or indirect, contingent or absolute, matured or un-matured, or now or in the future arising, existing, incurred, contracted, or owing to Secured Party or acquired by Secured Party by one or more assignments, transfers, or otherwise, including but not limited to amounts due upon any notes or other obligations given to or received by Secured Party directly from Maker/Debtor or by way of assignment from any one or more third parties, whether or not presently contemplated by the parties; (d) all obligations and/or indebtedness of any and every kind owed to Secured Party by each guarantor of any of the obligations described in (a), (b), (c), or (e) of this Section, whether such obligations and/or indebtedness are direct or indirect, contingent or absolute, matured or un-matured, or now or in the future arising, existing, incurred, contracted or owing to Secured Party or acquired by Secured Party by one or more assignments, transfers, or otherwise, including but not limited to amounts due upon any notes or other obligations given to or received by Secured Party directly from Maker/Debtor or by way of assignment from any one or more third parties, whether or not presently contemplated by the parties; and (e) any and all renewals, amendments, rewrites, increases, modifications, or extensions of any of the foregoing.

13. APPLICATION OF FUNDS. Secured Party may at any time, with or without exercising any of the rights or remedies herein and without prior notice or demand to Maker/Debtor, appropriate and apply toward the payment of the Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes, or checks coming into Secured Party's possession and belonging or owing to Maker/Debtor and, for such purposes, indorse the name of Maker/Debtor on any such instrument made payable to Maker/Debtor for deposit, negotiation, discount, or collection. Such applications may be made, and any monies paid to Secured Party may be applied, without notice to Maker/Debtor, partly or entirely to such of the Obligations and components thereof as Secured Party in its sole discretion may elect, including without limitation first to interest, late charges, costs, fees and expenses, prepayment premiums, repurchase obligations, and then to principal of Obligations, or, without limitation in the event of an early payment that does not satisfy the conditions for prepayment hereunder, towards installment payments not yet due. Without limiting the foregoing, Secured Party may apply sums received first to repayment of any portions of Obligations that are not purchase-money obligations. In its sole discretion, Secured Party may apply and/or change applications of any sums paid and/or to be paid by or for Maker/Debtor, under any circumstances, to any Obligations. Notwithstanding any provisions of this Note, proceeds of dispositions of Collateral received by Holder shall be considered prepayments and shall not excuse non-payment of Installments when due hereunder, unless Holder consents in writing to application of such proceeds thereto.

14. ASSIGNMENT. Holder, individually or on behalf of itself and Secured Party, and its assignees may assign this Note, in whole or in part, without notice to Maker/Debtor, and upon such assignment Maker/Debtor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim, or cross-claim which Maker/Debtor may have against Holder or Secured Party, whether arising hereunder or otherwise. All of the rights, remedies, options, privileges, and elections given to the original Secured Party hereunder shall inure to the benefit of any assignee of this Note and their respective successors and assigns, and all the terms conditions, promises, covenants, provisions, and warranties of this Note shall inure to the benefit of and shall bind the representatives, successors, and assigns of the respective parties.

15. EVENTS OF DEFAULT. Maker/Debtor shall be in default upon the occurrence of any of the following: (a) a failure in the prompt payment, performance or fulfillment of any of the Obligations; (b) Maker/Debtor, any guarantor, or any grantor of a security interest securing any Obligations shall fail to punctually and faithfully fulfill, observe, or perform any of the terms, conditions, provisions, representations, or warranties contained in this Note or any agreement or instrument evidencing, guaranteeing, or securing any Obligations; (c) any of the warranties, covenants, or representations made to Secured Party by Maker/Debtor or any guarantor to Secured Party be or become untrue or incorrect in any material respect; (d) a change in the management, operations, ownership of stock or membership units, or control of Maker/Debtor; (e) Secured Party at any time deems the security afforded by this Note unsafe, inadequate, or at any risk or that any of the Collateral is in danger of misuse, concealment, or misappropriation; (i) any attachment, levy or execution against Maker/Debtor or any guarantor that is not released within 60 hours; (f) the affairs of Maker/Debtor or any guarantor so evolve such that, in Secured Party's sole discretion, Secured Party thereby becomes insecure as to the performance of any Obligations; (g) the creation, assumption, or existence of any mortgage, trust, lien, security interest, pledge, hypothecation, other encumbrance (other than Secured Party's interest), attachment, or execution of any kind whatsoever upon, affecting, or with respect to the Collateral, any of Secured Party's interests under this Note, or any of the Obligations; (h) the sale, pledge, assignment, rental, lease, lending, destruction, or other transfer or disposition of any Collateral; (i) failure to obtain or maintain insurance on the Collateral satisfactory to Secured Party in its sole discretion; (j) any of the Obligations, the security interest granted herein, or any provision hereof ceases to be in full force and effect, is declared to be null and void, or Maker/Debtor, any guarantor, or any grantor of a security interest securing any Obligations contests the validity or enforceability thereof or denies that it has liability or obligation therefor; (k) termination of the Loan and Security Agreement (as amended) between Maker/Debtor and Commercial Funding Inc; and (l) any default under the Interim Order or final order with resect thereto.

16. REMEDIES UPON DEFAULT. Upon default or after maturity, interest on the entire unpaid principal balance of all Obligations owed to Holder, regardless of when incurred or any different default rate specified in prior agreement(s) evidencing such Obligations, shall automatically accrue without demand at the maximum rate permitted by applicable law not to exceed twenty four percent (24.0%) per annum (the "Default Rate") until the Obligations are paid in full. The Default Rate shall apply after judgment in the event that all or part of the Obligations are reduced to judgment. Maker/Debtor agrees, upon the request of Secured Party after any default, to segregate and hold all or any part of the Collateral in a fiduciary capacity and to adequately maintain, service, and insure said property and to protect same from use and/or abuse, all without charge to Secured Party, such fiduciary duty to terminate only upon the actual delivery of the Collateral to Secured Party. Without limitation, a late charge of 5% of any Installment that has not been fully paid in good funds prior to the seventh day after its due date shall be assessed and shall be immediately due and payable. If a payment of any sum hereunder is submitted but not honored, an insufficient funds fee of $75 per occurrence shall be assessed and shall be immediately due and payable. Upon any default hereunder, Maker/Debtor shall within five (5) business days of Secured Party's request deliver possession of the Collateral to Secured Party to the place of Secured Party's choosing; failure to do so shall result in a charge of $100.00 per day thereafter per each piece of Collateral, such charge being immediately due and payable. Additionally, Secured Party, without demand or notice, may, in addition to remedies at law, exercise any of the following remedies: (a) accelerate the maturity of payments and declare the indebtedness under all or part of Obligations immediately due and payable; (b) take possession of all or part the Collateral, at any time, wherever it may be, and enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Collateral on said premises until sold, without liability for trespass nor charge for storage, and all collection expenses, other charges, and, if placed in the hands of an attorney, reasonable attorneys' fees shall be assessed and shall be immediately due and payable; and (c) sell the Collateral or any part thereof in one or multiple lots at public or private sale, for cash or on credit, on such terms as Secured Party may in its sole discretion elect, at such place(s) as Secured Party may elect, and without having the Collateral at the place of sale. In the event Secured Party sells all or part of the Collateral at public or private sale, then (i) Secured Party shall not be required to refurbish, repair, aggregate, separate, make available for inspection, or otherwise incur any expenses in preparing Collateral for sale and may sell its interest therein on an "AS-IS," "WHERE-IS" basis; (ii) Secured Party may bid or become the purchaser at any such sale; (iii) Secured Party may conduct a sale of Collateral at any time of year, notwithstanding proximity to any holiday or event or the possibility that selling such Collateral at a different time of year may result in higher proceeds, and Maker/Debtor acknowledges that any delay in disposition of Collateral poses an undue risk to Secured Party; (iv) any public sale will be deemed commercially reasonable if a notification of the sale is sent to Maker/Debtor 10 days or more before the sale, advertised once or more prior to the sale in one or more industry or local publication(s) or listing service(s), such publication(s) or listing service(s) to be selected by Secured Party in its sole discretion and may be in print or electronic form, and upon terms of 25% cash down with the balance payable in good funds within 24 hours, or other payment terms more favorable to the buyer in the discretion of Secured Party, such sale taking place on any day of the week between the hours of 8 AM and 8 PM local time at any premises within the United States; (v) any private sale shall be deemed commercially reasonable if a notification of the sale is sent to Maker/Debtor 10 days or more before the sale; and (vi) the proceeds of any public or private sale shall first be applied to the costs and expenses of Secured Party (including without limitation attorneys' fees), and second to the payment, partly or entirely, of any of the Obligations as Secured Party may in its sole discretion elect, returning the excess, if any, to Maker/Debtor or such other party in interest as required by law; Maker/Debtor and guarantors shall remain liable to Holder and/or the owner(s) of unsatisfied Obligations for any deficiency plus interest thereon and all other amounts coming due thereafter. Notwithstanding the foregoing, Secured Party shall not be required to employ any such disposition procedure, and the use of a different disposition procedure shall not be deemed commercially unreasonable if it varies from the foregoing procedures. Maker/Debtor acknowledges and agrees that in any action or proceeding brought by Secured Party to obtain possession of any Collateral, Secured Party shall be entitled to issuance of a writ or order of possession or sequestration (or similar legal process) without the necessity of posting a bond, security, or other undertaking, which is hereby waived by Maker/Debtor, and if Maker/Debtor contests Secured Party's right to possession of any Collateral in any action or proceeding, Maker/Debtor shall post a bond (issued by a national insurer authorized to issue such bonds in the jurisdiction of such action or proceeding) in an amount equal to twice the value of the Collateral in controversy in such action or proceeding or twice the amount of the unpaid Obligations, whichever is less. Maker/Debtor waives notice of any motion, application, and hearing in any action to recover possession of any Collateral. Maker/Debtor, at Secured Party's option, hereby irrevocably consents to the appointment of a receiver or keeper for the Collateral and/or all other property of Maker/Debtor and of the rents issued as proceeds thereof. Maker/Debtor, recognizing that in the event of default no remedy at law, including without limitation money damages, would provide adequate relief to Secured Party, agrees that Secured Party would suffer irreparable damage if Maker/Debtor does not perform hereunder and agrees that Secured Party shall be entitled to temporary and permanent injunctive relief, an order or writ of possession of any or all Collateral, and/or an order directing Maker/Debtor to deliver any or all Collateral, without the necessity of proving actual damages. The exercise or partial exercise of any remedy shall not be construed as a waiver of any other remedy nor constitute an election of remedies, all remedies hereunder being cumulative.

17. SECURED PARTY MAY PERFORM. Upon default hereunder, Secured Party may at its option (but shall not be obligated to), without waiving the default or Secured Party's right to enforce this Note according to its terms, immediately or at any time thereafter, and without notice to or demand upon Maker/Debtor, perform or cause the performance of such terms, conditions, or provisions, for the account and at the sole cost and expense of Maker/Debtor (including without limitation attorneys' fees, costs, and expenses), which shall be secured by the Collateral, added to the Obligations without notice to Maker/Debtor, and shall be immediately due and payable with interest at the Default Rate.

18. SAVINGS. Notwithstanding anything to the contrary in this Note or any related writing, all agreements between Maker/Debtor and Secured Party, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no event, whether by reason of demand for payment or acceleration of maturity or otherwise, shall the interest, rent, charges, and fees contracted for, charged or received by Secured Party exceed the maximum amount permitted under applicable law. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise been earned on the date of such acceleration, and Secured Party does not intend to charge or collect any unearned interest in the event of acceleration. If, from any circumstance, interest would otherwise be payable to Secured Party in excess of the maximum lawful amount, the interest payable to Secured Party shall be reduced to the maximum amount permitted under applicable law; and if, from any circumstance, Secured Party shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the other components of Obligations and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of the Obligations, then any such excess shall be refunded to Maker/Debtor or to such other party entitled thereto under applicable law. All interest, charges, and fees paid or agreed to be paid to Secured Party shall, to the extent permitted by applicable law, be amortized, prorated, and allocated throughout the full period until payment in full of the principal (including the period of any extension or renewal hereof) so that the interest, charges, and fees hereon for such full period shall not exceed the maximum amount permitted by applicable law. If, notwithstanding the foregoing provisions, the calculation of interest on the basis of a 360-day year would cause the effective interest rate to exceed the maximum rate allowed by applicable law, then such calculation shall be computed on the basis of a 365-day year. This paragraph shall control all agreements between Maker/Debtor and Secured Party.

19. NOTICES. Any notices hereunder shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Notwithstanding the foregoing, notice of disposition of Collateral (including without limitation notice of public or private sale and notification of proposal to accept collateral in full satisfaction) and requests for surrender of Collateral may be sent via USPS first-class mail, email, text message, or courier service to Maker/Debtor and/or guarantors at the address specified herein or any other address, phone number, or email address provided to Secured Party by or on behalf of such intended recipient. If more than one Maker/Debtor is named in this Note, notice received by any one Maker/Debtor shall be deemed notice to all Makers/Debtors.

20. NO WAIVER OF RIGHTS. No failure to exercise, no delay in exercising, and no single or partial exercise on the part of Secured Party of any right, privilege, remedy, or power shall operate as a waiver thereof, be deemed an election of remedies, or preclude Secured Party from exercising any other right, privilege, remedy, or power, whether or not Maker/Debtor is in default hereunder. No waiver of any provision of the Note shall be effective unless in writing, signed by a duly authorized officer of the party to be charged, and no amendment, supplement, or other modification of the Note shall be effective unless in writing signed by each of the parties hereto. Some of the Collateral may be in the hands of Maker/Debtor under one or more security agreements, installment sale contracts, lease agreements, notes, or other instruments which are or may be held by Secured Party and with respect to such Collateral. Secured Party, by accepting this Note, shall not in any manner be considered as having waived any security interest arising independently of this Note, nor shall this Note be construed as adversely affecting any rights of Secured Party under any other agreement or as a waiver of any of the terms and provisions of any other agreement, guaranty, instrument, document, promise, pledge, or endorsement in favor of Secured Party, all of which shall remain and continue in full force and effect and shall be cumulative.

21. CHOICE OF LAW, SEVERABILITY, CONSTRUCTION. Intending that each and every provision of this Note be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability, and effectiveness of each provision hereof and the obligations, rights, and remedies of the Maker/Debtor and Secured Party in any way related to or arising under this Note or the Obligations shall be governed by and construed in accordance with the laws of the State of North Carolina (excluding its choice of law rules). If any one or more provisions hereof are for any reason held not valid or enforceable, then each such provision shall be deemed null and void but only to the extent of such invalidity or unenforceability and without invalidating or affecting the remaining provisions hereof. The paragraph headings used in this Note are inserted solely for convenience of reference and are not a part of, and are not intended to govern, limit, or aid in the construction of any term or provision of the Note. In the absence of a contrary indication, words importing the singular include the plural, and words importing the plural include the singular. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Maker/Debtor.

22. MERGER, NO ORAL MODIFICATION. THIS WRITTEN AGREEMENT AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. THIS NOTE MAY NOT BE CHANGED OR TERMINATED ORALLY. Only a written instrument, signed by an officer of Secured Party, shall be effective to modify or terminate any obligation of Maker/Debtor to Secured Party, this Note, or any other agreement between the parties, but only to the extent specifically set forth therein.

23. FORUM, LIABILITY LIMITS, PRESENTATION OF CLAIMS. MAKER/DEBTOR AND HOLDER AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF ANY STATE OR FEDERAL COURT PRESIDING IN MECKLENBURG COUNTY, NORTH CAROLINA FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS, AND CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR IN ANY WAY RELATED TO THIS NOTE, WITH THE ONLY EXCEPTIONS THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL OR ANY OTHER ASSETS OF THE MAKER/DEBTOR OR ANY GUARANTOR MAY, IN THE SOLE DISCRETION OF SECURED PARTY, BE BROUGHT IN A STATE OR FEDERAL COURT WHERE SUCH ASSETS MAY BE LOCATED OR WHICH HAS JURISDICTION OVER SUCH ASSETS OR MAKER/DEBTOR OR ANY GUARANTOR, THAT A CLAIM FOR MONEY DAMAGES AGAINST MAKER/DEBTOR AND/OR ANY GUARANTOR MAY ALSO BE INCLUDED IN SUCH ACTION FOR POSSESSION, AND THAT JUDGMENTS MAY BE CONFESSED, ENTERED, OR ENFORCED IN ANY JURISDICTION WHERE THE MAKER/DEBTOR, ANY GUARANTOR, OR ANY ASSETS OF THE MAKER/DEBTOR OR ANY GUARANTOR MAY BE LOCATED. MAKER/DEBTOR AND SECURED PARTY WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. MAKER/DEBTOR AND SECURED PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS, AND SETOFF OR RECOUPMENT CLAIMS ARISING EITHER DIRECTLY OR INDIRECTLY BETWEEN OR AMONG THEM AND/OR INVOLVING ANY PERSON OR ENTITY CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH, OR UNDER ANY PARTY AND FURTHER WAIVE ANY AND ALL RIGHT TO CLAIM OR RECOVER ANY PUNITIVE, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR BUSINESS INTERRUPTION DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES, AND GOODWILL), UNDER ANY CIRCUMSTANCES. MAKER/DEBTOR HEREBY AGREES THAT IN NO EVENT SHALL SECURED PARTY BE LIABLE TO MAKER/DEBTOR FOR AN AMOUNT THAT EXCEEDS THE PROCEEDS OF THE LOAN EVIDENCED BY THIS NOTE. MAKER/DEBTOR IS REQUIRED TO GIVE SECURED PARTY WRITTEN NOTICE OF ANY CLAIM OR CAUSE OF ACTION WITHIN SIX (6) MONTHS AFTER SUCH CLAIM OR CAUSE OF ACTION SHALL ACCRUE; FAILURE TO DO SO SHALL BAR MAKER/DEBTOR'S CLAIM OR CAUSE OF ACTION. Maker/Debtor agrees that all claims or disputes arising out of or related to this Note, any Obligations, and any underlying transactions (including without limitation claims or disputes regarding Collateral) must be brought in Maker/Debtor's individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. Maker/Debtor waives any ability to maintain any class action, collective action, or other representative action in any forum.

The undersigned, if more than one, shall be jointly and severally liable hereunder, and all provisions hereof shall apply to each of them.

IN WITNESS WHEREOF, Maker/Debtor has caused these presents to be duly executed, under seal, the day and year first above written.

MAKER/DEBTOR:

Warrior Technologies, LLC

By:____ (Seal)

Herman Hubert Wommack III, Manager

Address: 400 W. Illinois Ave., Ste. 1120, Midland, TX 79701

Exhibit D

Amended and Restated Revolving Facility Agreement

AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT – (SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION)

THIS AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION) (this "Agreement") is entered into and made as of May 22, 2026, by and among **Commercial Funding Inc.,** a Delaware Corporation (together with its participants, successors and assigns, "Lender" or "CFI"), and **Warrior Technologies, LLC**, a Limited Liability Company duly organized and existing under the laws of the State of Delaware ("Borrower"). As used herein, the term "Parties" shall refer collectively to Borrower and Lender.

RECITALS

WHEREAS, on May __, 2026 (the "Petition Date"), Borrower filed a voluntary petition for relief in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and commenced a case (the "Bankruptcy Case") under Chapter 11 of the Bankruptcy Code, and has continued in the possession of its assets and in the management of its business pursuant to sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, pursuant to that certain Loan and Security Agreement dated the 26th day of September 2024 (as amended, supplemented and modified from time to time, the "Prepetition LSA") among Lender and Borrower, Lender made available to Borrower a $14,000,000.00 senior secured revolving credit facility; and

WHEREAS, as of the Petition Date, Lender is owed $14,724,607.00 in loan principal obligations, plus interest, fees, costs and expenses and all other Obligations owed to CFI (exclusive of Obligations owed to CFI's affiliates) under and as defined in the Prepetition LSA (the "Roll-Up Obligations"); and

WHEREAS, in connection with the Bankruptcy Case, Borrower requested that Lender provide it with a senior secured, super-priority debtor-in-possession revolving credit facility as the DIP Facility, consisting of $18,000,000 in aggregate revolving loan availability, inclusive of the Roll-Up Obligations, on the terms and conditions set forth herein and in the DIP Order and pursuant to sections 364(c)(1), (2) and (3) of the Bankruptcy Code, the proceeds of which shall be used as set forth herein and in the DIP Order; and

WHEREAS, pursuant in all respects to the terms of the Loan Documents, this Agreement, the DIP Order, and the Budget, the DIP Facility shall be available for borrowings and other extensions of credit as of the date the Interim Order is entered and the other conditions to borrowing set forth herein, in the Interim Order and the other Loan Documents are satisfied, subject in all respects to the terms, conditions and limitations set forth herein, the DIP Order and in the other Loan Documents; and

WHEREAS, by execution and delivery of this Agreement and the other Loan Documents and entry of the applicable DIP Order, Borrower and each Guarantor agrees to secure all of the Obligations by granting to Lender a Lien and security interest in respect of, and on, substantially all of each Borrower's respective assets, on and subject to the terms and priorities set forth in the DIP Order, this Agreement and the other Loan Documents; and

WHEREAS, Lender has agreed to amend and restate the Prepetition LSA, and extend the DIP Facility to Borrower, including the continuation of the loans and Obligations hereunder and thereunder, subject to the provisions of this Agreement and the DIP Order.

1. <u>Definitions.</u>

1.1 <u>General Definitions</u>. The following terms used in this Agreement have the following meanings:

"Account" means account as defined in Article 9 of the UCC.

"Account Debtor" means account debtor as defined in Article 9 of the UCC.

"Affiliate" means, as to any Person, any other Person who directly or indirectly controls, is under common control with, is controlled by or is a director or officer or the equivalent thereof of such Person. As used in this definition, "control" (including its correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise).

"Agreement" has the meaning ascribed thereto in the preamble to this Agreement, together with any amendments, modifications, restatements, and supplements thereto and replacements thereof.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy", as the same may be amended, modified or supplemented from time to time, and any successor statute thereto.

"Borrower" has the meaning ascribed thereto in the preamble to this Agreement.

"Borrower's Deposit Account" means a debtor-in-possession bank account maintained by Borrower into which Borrower directs Lender to make Revolving Advances or payments.

"Borrowing Base Certificate" shall be a certificate in form and substance required by section 2.2.4.

"Budget" means operating budgets for successive 13-week periods, each of which shall be subject in all respects to Lender's review and approval in its sole discretion, including, without limitation, the initial Budget attached hereto and approved by Lender prior to the Petition Date (the "Initial Budget"), and each budget provided for successive 13-week periods.

"Business Day" means any day not a Saturday, Sunday, or day on which national banks are authorized to close.

"Carve-Out" shall have the same meaning as set forth in the DIP Order.

"Clearance Days" means three (3) Business Days.

"Collection Account" has the meaning ascribed thereto in Section 2.5.

"Collateral" means, collectively, all rights, properties and assets of the Debtor, including all personal property, real property, and Fixtures, whether now owned or existing or hereafter acquired, created or arising, whether arising before or after the Petition Date, and wherever located, including, without limitation, the following: all pre-petition and post-petition Cash Collateral (as defined in Bankruptcy Code § 363(a)), all Collateral under the Prepetition LSA, all General Intangibles (including all patents, trademarks (registered or unregistered), copyrights and copyrightable material, trade secrets, domain names and addresses, intellectual property licenses and other Intellectual Property Rights, and Software), Payment Intangibles, Instruments, Accounts, Documents, Documents of Title, Goods, Inventory, Equipment, Fixtures, Chattel Paper, Electronic Chattel Paper, Letter of Credit Rights (whether or not the letter of credit is evidenced by a writing), post petition Money, Deposit Accounts, post petition cash, certificates of deposit, Investment Property, Securities, Securities Accounts, Securities Entitlements, Commodities Accounts, Supporting Obligations, Financial Assets) and all monies therein, and any cash held therein, and any and all claims, rights and interests in, to or under any of the above, and all substitutions for, additions, attachments, accessories, Accessions and improvements to and replacements, products, Proceeds and insurance proceeds of any or all of the foregoing; all causes of actions (other than Debtor's Avoidance Actions); all books and records relating to the foregoing, including all ledgers, records regarding the Debtor's assets or liabilities, business operations or financial condition, and all computer programs or storage or any Equipment containing such information. The Collateral also includes all Debtor's real property (if any) leases, leasehold interests, and all rents, profits and Proceeds thereof, all contracts, contract rights, intercompany claims, rights to payment of money, arbitration awards, licenses, permits, and franchise rights, all capital stock, trust interests, all rights under insurance and proceeds thereof, all collateral support, tax or other refunds, mineral rights, and all Software, patents, copyrights, trademarks, trade names and other intellectual property (whether or not registered, and if registered, whether such intellectual property is registered in the United States or in any foreign jurisdiction), together with the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, and all Proceeds of any of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, any and all claims, rights and interests in, to or under any of the above, and all substitutions for, additions, attachments, accessories, Accessions and improvements to and replacements, products, Proceeds and insurance proceeds of any or all of the foregoing. Notwithstanding the foregoing, the Collateral shall have the same meaning set forth in the DIP Order and shall not include (and the DIP Liens shall not attach to) (a) the Borrower's Chapter 5 avoidance claims or proceeds thereof, or (b) equity and/or beneficial interests issued by Borrower. The Collateral shall not be subject to marshaling or any surcharge under section 506(c) or any other provision of the Bankruptcy Code or other applicable law, nor by order of this Court.

"Default Rate" has the meaning ascribed thereto in Section 2.3.

"DIP Facility" or "Facility" means this facility and the other financial accommodations extended to Borrower by Lender pursuant to the Loan Documents.

"DIP Liens" shall have the same definition as set forth in the DIP Order.

"DIP Order" shall mean, collectively, the Interim Order and the Final Order. To the extent of any conflict between the terms of this Agreement and the DIP Order, the DIP Order shall control.

"Effective Date" means the date on which this Agreement shall be effective, upon the last of the following to occur: (i) Borrower shall have complied in full with the notice and other requirements of the Bankruptcy Code in a manner acceptable to Lender and its counsel, and (ii) the Interim Order (in form and substance reasonably satisfactory to Lender and its counsel) shall have been entered by the Bankruptcy Court, which provisions shall include, inter alia, (a) authorizing the secured financing hereunder on the terms and conditions contemplated by this Agreement; (b) modifying the automatic stay to the extent necessary to permit the implementation of the terms contemplated by this Agreement; (c) authorizing and granting the security interests and liens described in the Interim Order; (d) granting a super-priority administrative expense claim to Lender with respect to all obligations to Lender and to Commercial Credit Group Inc. with respect to all obligations to Commercial Credit Group Inc., subject to no priority claim or administrative expenses in the Chapter 11 Case of Debtor or any other entity, or in any future proceeding which may develop out of any such cases, including liquidating in bankruptcy, other than the Carve-Out; (e) making a "good faith" finding under Section 364(e) of the Bankruptcy Code; and (f) authorizing the use of cash collateral; and (g) such other terms and provisions as Lender and its counsel reasonably shall require.

"Eligible Account" means an Account of Borrower which meets the following eligibility criteria at the time it is created and at all times thereafter until Lender's receipt of payment in full for such Account: (a) the Account meets all applicable representations and warranties concerning the Collateral set forth in the Loan Documents; (b) performance of all services, and goods sold, giving rise to the Account (i) has been completed, (ii) is not subject to retainage, progress billing, consignment or conditional sale, (iii) has been delivered in compliance with applicable laws and in the ordinary course of Borrower's business, and (iv) Borrower has possession of or has submitted to Lender shipping or delivery receipts for all such goods sold; (c) there have been no modifications or other agreements relating to payment of the Account and there are no defenses, contra-accounts (defined as any Account owed by an Account Debtor to which a Borrower is or becomes indebted while any such Account is in whole or in part unpaid), credit, allowances or setoffs to payment of the Account which can be asserted against Borrower or Lender; (d) the Account Debtor is not owned by any unit of government, whether foreign or domestic, and is located or authorized to do business within the United States or Canada (excluding the Provinces of Quebec, Newfoundland the Northwest Territories and the Territory of Nunavut) and maintains an office and transacts business in the United States, and the Account is payable exclusively in U.S. Dollars; (e) no proceeding under any bankruptcy or insolvency law is pending against the Account Debtor; no receiver, trustee or custodian has been appointed for any part of the property of the Account Debtor; and no property of the Account Debtor has been assigned for the benefit of creditors, (f) the Account is not owing by an Affiliate of Borrower, a natural person or an employee, officer, or director of Borrower; (g) Accounts to the extent that the Account Debtor's indebtedness to Borrower does not exceed a credit limit, if any, determined by Lender in Lender's sole discretion; (h) the Account is not evidenced by an instrument or chattel paper; (i) the Account or its Account Debtor is not otherwise deemed by Lender in its sole discretion to be unacceptable; (j) the Account is not paid by credit card; and (k) the Account satisfies all eligibility criteria described on any Borrowing Base Certificate as determined by Lender in Lender's sole discretion.

"Eligible Equipment" means Equipment described on Schedule 1 to this Agreement which: (a) meets all applicable representations and warranties concerning the Collateral set forth in the Loan Documents; (b) is not subject to any rental agreement or in control of any Person other than Borrower; and (c) is located at a Location of Borrower.

"Eligible Inventory" means all of Borrower's finished Goods or raw materials Inventory which: (a) is located at a Location and is not in-transit; (b) is subject to a perfected Lien and security interest in favor of Lender, owned by Borrower free and clear of any Lien except in favor of Lender, and not held on consignment; (c) is neither excess, unacceptable due to age, type, category or quantity, slow-moving, stale, obsolete, defective, not in good condition or of merchantable quality; outdated, nor constitutes scrap, waste or unsalable or defective goods, as determined in the sole discretion of Lender; (d) is not Inventory that Borrower has returned, has attempted to return, is in the process of returning or intends to return to the vendor of the Inventory; (e) is not delivered to Borrower on consignment and not sold or subject to a sale on a bill-and-hold basis; (f) is not stored with a bailee, landlord, warehouseman, processor or similar Person unless Lender has given its prior written consent thereto, in which event Borrower has caused each such bailee, landlord, warehouseman, processor, or similar Person to issue and deliver to Lender warehouse receipts and Lien waivers in Lender's name, and an acknowledgment, all in a form and substance satisfactory to Lender, that such Person holds such Inventory for Lender; (g) is not manufactured by Borrower pursuant to a license; (h) meets the eligibility criteria described on any Borrowing Base Certificate as determined by Lender in Lender's sole discretion.

"Environmental Law" means any federal, state, local or other governmental statute, regulation, law or ordinance relating to the protection of human health and the environment including, individually and collectively, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1471, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 163, et seq., the Atomic Energy Act, 42 U.S.C. Section 2011, et seq., and the Nuclear Waste Policy Act, 42 U.S.C. Section 10101, et seq., any and all similar federal, state, local or other governmental statute, regulation, law or ordinance; any variance or adjusted standard from any such state, local or federal law; any agreement, consent decree or order with or issued by any regulator or court under any such federal, state or local law; and common law concerning personal injuries, death or property damage related to any Release of or the presence of or exposure to any Hazardous Substances at, on, under or from the Locations.

"Event of Default" has the meaning ascribed thereto in Section 5.

"Equipment" means equipment as defined in the UCC.

"Final Order" shall mean an order of the Bankruptcy Court approving the terms and conditions of this Agreement on a final basis substantially in the form of and containing the provisions present in the Interim Order (including, without limitation, the granting of the Superpriority Claim and DIP Liens, the automatic perfection of the DIP Liens, and the payment of all fees referred to herein) and additional provisions (including, without limitation, prohibiting any claims against the Collateral pursuant to Sections 506(c), 510, 549, or 550 of the Bankruptcy Code, waiver of any "equities of the case" claims under Section 552(b) of the Bankruptcy Code, granting of a Superpriority Claim over claims that may exist or arise under Section 507(b) of the Bankruptcy Code, approving CFI's right to credit bid the Obligations and waiving any obligations of CFI to marshal with respect to the Collateral). The Final Order shall be in form and substance satisfactory to CFI in its sole and absolute discretion.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Guarantee" means each guarantee of any nature of any Obligations in favor of, and acceptable to, Lender.

"Guarantor" means any Person guaranteeing the payment and performance of any Obligations pursuant to a Guarantee and shall include, without limitation, any Affiliate of Borrower.

"Hazardous Substances" means pollutants, contaminants, hazardous substances, hazardous wastes, or petroleum, and all other chemicals, wastes, substances, and materials listed in, regulated by, subject to, or deemed hazardous or toxic under any Environmental Law.

"Indemnified Matters" has the meaning ascribed thereto in Section 7.11.

"Indemnified Person" has the meaning ascribed thereto in Section 7.11.

"Intellectual Property Rights" means all actual or prospective rights arising in connection with any intellectual property or other proprietary rights, including all rights arising in connection with copyrights, patents, service marks, trade dress, trade secrets, trademarks, trade names or mask works.

"Interim Order" shall mean the order entered by the Bankruptcy Court in the Chapter 11 Case on May 22 2026 (i) authorizing Borrower's entry into this Agreement for a period not to exceed thirty (30) days in an amount not to exceed the Budget amount for such period, and containing such other terms and conditions as Lender and its counsel shall reasonably require.

"Inventory" means inventory as defined in the UCC.

"IRC" means the Internal Revenue Code of 1986 and regulations issued from time to time thereunder.

"Lender" has the meaning set forth in the preamble to this Agreement.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge or deposit arrangement, encumbrance, trust right under the United States Packers and Stockyards Act, the federal Perishable Agriculture Commodities Act or otherwise, lien (statutory or other) or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including those created by, arising under or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of any financing statement naming the owner of the property to which such lien relates as debtor, under the UCC or any comparable law), and any contingent or other agreement to provide any of the foregoing, but not including the interest of a lessor under a lease which is not a capital lease.

"Loan Documents" means the original Loan and Security Agreement dated September 26, 2024, that certain First Amendment to Loan and Security Agreement dated November 22, 2024, that certain Second Amendment to Loan and Security Agreement dated May 30, 2025, that certain Third Amendment to Loan and Security Agreement dated August 18, 2025, that certain First Addendum to Loan and Security Agreement dated May 30, 2025 and that certain Second Addendum to Loan and Security Agreement dated November 26, 2025, this Agreement, each Guarantee, each Subordination Agreement, each treasury and cash management agreement between Lender and Borrower, and the Security Documents, together with every other agreement, note, document, contract or instrument to which any Person now or in the future may be a party which is executed or delivered in connection with, or as a condition to, the execution of this Agreement. It is expressly agreed by all parties that this Agreement amends and restates the Loan and Security Agreement as previously amended, and addended and is not a novation thereof.

"Location" means any location for which Borrower conducts operations, has delivered to Lender all Loan Documents, including landlord waivers or bailee, warehousemen, consignee or other third party agreements, and other documents deemed necessary by Lender to obtain a valid and first priority Lien on all of the Collateral situated at such location and to enable Lender to access, and to exercise its rights with respect to, such Collateral without any interference from any other Person.

"Material Adverse Effect" means: (a) a material adverse change in, or a material adverse effect upon the operations, results of operations, prospects, business, assets, property, liabilities (actual or contingent) or financial condition of Borrower or any Guarantor (other than the filing of the Bankruptcy Case); (b) a material impairment of the rights and remedies of Lender under the Loan Documents; (c) a material impairment of the ability of Borrower or any Guarantor to perform any of their respective obligations under the Loan Documents; or (d) a material adverse effect on the ability of Lender to enforce the Obligations or to realize the intended benefits of the Loan Documents, including a Challenge (as defined in the DIP Order) or a material adverse effect on the validity or enforceability of any Loan Document or of any rights against Borrower or any Guarantor, or on the existence, perfection, priority (subject to Permitted Liens) or enforceability of any Lien securing payment or performance of the Obligations;

"Maturity Date" means the earliest of: (a) 6 months after the bankruptcy Petition Date; (b) the effective date of a confirmed chapter 11 plan in the Bankruptcy Case; (c) the consummation of the sale of all or substantially all of the Borrower's assets; (d) upon entry of an order converting Borrower's bankruptcy case to chapter 7; or (e) upon entry of an order appointing a chapter 11 trustee.

"Maximum Available Credit" means the Maximum Revolving Credit Amount.

"Maximum Revolving Credit Amount" means Eighteen Million ($18,000,000.00) dollars (not including certain fees and expenses payable to Lender hereunder).

"Obligations" means, in its most comprehensive sense, all of Borrower's liabilities, obligations, and indebtedness to Lender of any and every kind and nature (including the Roll-Up Obligations and all those set forth in the DIP Order), whether heretofore, now or hereafter owing, arising, due or payable and however evidenced, created, incurred, acquired, or owing, whether individually or collectively, direct or indirect, joint or several, absolute or contingent, related or unrelated, primary or secondary, fixed or otherwise (including obligations of performance), including all principal, interest, fees and indemnities, and whether arising or existing under written agreement, oral agreement or operation of law and all expenses and reasonable attorneys' fees of Borrower to Lender or any affiliate of Lender including Commercial Credit Group Inc.

"Organizational Documents" means, as applicable, articles or certificate of incorporation and by-laws, partnership agreement and articles or certificate of limited partnership or articles or certificate of limited liability partnership, articles of organization or certificate of formation and operating agreement, limited liability company agreement or regulations, if any; or alternatively, in each case, the legal equivalent thereof in the jurisdiction of its organization.

"Overadvance" means the amount, if any, by which the unpaid principal amount of Revolving Advances plus all fees outstanding is in excess of the Maximum Revolving Credit Amount including, without limitation, any amount advanced by CFI in accordance with Section 2.2.3 hereof.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001).

"Payment Conversion Fee" means liquidated damages: (i) if Borrower fails to tender to Lender any payment received by Borrower on an Account within three (3) Business Days, as required in this Agreement, but nevertheless Borrower voluntarily tenders the payment to Lender thereafter, or if Borrower deposits or negotiates the received payment, the greater of Fifteen percent (15%) of the face amount of such Account or One Hundred dollars ($100.00); or (ii) if Borrower fails to tender to Lender any payment received by Borrower on an Account within three (3) Business Days, as required in this Agreement, and Lender discovers on its own that Borrower received the payment and has failed to voluntarily tender such payment to Lender, the greater of Forty percent (40%) of the face amount of such Account or Three Hundred Fifty dollars ($350.00).

"Permitted Lien" shall have the meaning ascribed thereto in Section 4.9.

"Person" means any individual, corporation, limited liability company, partnership, trust or any other legal entity or organization.

"Prime Rate" means the published per annum rate of interest that appears in the "Money Rates" section of the Wall Street Journal as the "prime rate" or if such rate ceases to be published, the prime rate as published in some other publication acceptable to Lender in its sole discretion. Any change in the Prime Rate shall be effective for purposes of this Agreement and each other Loan Document on the date of such change without notice to Borrower.

"Revolving Advance" means any Revolving Loan proceeds advanced to Borrower under the terms of this Agreement.

"Revolving Loan" means the revolving line of credit provided to Borrower by Lender pursuant to this Agreement, as more fully described in Section 2.1.

"Role-Up Obligations" shall have the meaning ascribed thereto in the Recitals.

"Security Documents" means all security agreements, including this Agreement, deposit account control agreements, assignments, pledges, certificates of title and related lien documents, chattel mortgages, financing statements, deeds of trust, mortgages, and other documents which create or evidence any security interest, assignment, Lien or other encumbrance in favor of Lender to secure any or all of the Obligations.

"Superpriority Claim" shall have the same definition as set forth in the DIP Order.

"Subordination Agreement" shall mean any agreement entered into between Lender and any other creditor of Borrower whereby Lender is provided with certain rights with respect to the Collateral or the priority of payment of debt.

"Subsidiary" means any Person of which more than 50% of the outstanding ownership interests having general voting power under ordinary circumstances to elect a majority of the board of directors or the equivalent of such Person, irrespective of whether or not at the time ownership interests of any other class or classes shall have or might have voting power by reason of the happening of any contingency, is at the time directly or indirectly owned by Borrower, by Borrower and one or more other Subsidiaries, or by one or more other Subsidiaries.

"Termination Date" means the earliest of (a) the Maturity Date, (b) the date Borrower terminates the Revolving Loan, (c) the date Lender terminates the Revolving Loan following an Event of Default in accordance with the DIP Order, or (d) such other date the DIP Facility terminates pursuant to this Agreement, the DIP Order or other order of the Bankruptcy Court.

"UCC" means the Uniform Commercial Code in effect in the state designated in this Agreement as the state whose laws shall govern this Agreement, or in any other state whose laws are held to govern this Agreement or any portion of this Agreement.

1.2 Other Terms.

All other capitalized terms used in this Agreement that are defined in the UCC have the meaning given such terms in the UCC unless otherwise defined in this Agreement.

2. Revolving Loan.

2.1 Revolving Loan.

2.1.1 Revolving Loan. Upon satisfaction of all conditions precedent set forth in this Agreement, and so long as no Event of Default has occurred and Lender does not in good faith believe that a Revolving Advance would result in an Event of Default, Lender agrees in its discretion, to the extent of new post-petition Eligible Accounts, to make Revolving Advances to Borrower under the Revolving Loan, the aggregate outstanding amount of which shall not at any time cause an Overadvance. Within these limits, Borrower may periodically borrow, prepay in whole or in part, and reborrow under the facility, provided all conditions required by this Agreement and in the Lender's discretion are satisfied. Borrower may request Revolving Advances until the Termination Date.

2.2 Borrowing.

2.2.1 Borrower Requests for Revolving Advances. Upon Borrower's request, Lender shall advance to Borrower up to 100% of new Eligible Accounts arising post-petition. No request for a Revolving Advance will be deemed received until Lender acknowledges receipt and Borrower has delivered to Lender all documentation evidencing such Eligible Accounts Lender requires in its discretion. Lender shall make no Revolving Advance if, after making it, the sum of the unpaid principal amount outstanding hereunder would exceed the Maximum Available Credit. Borrower shall repay all Revolving Advances, even if the Person requesting the Revolving Advance on behalf of Borrower lacked authorization. All Revolving Advances shall be credited to Borrower's Deposit Account, unless otherwise required or authorized by the Bankruptcy Court.

2.2.2 [Intentionally omitted].

2.2.3 Protective Revolving Advances; Revolving Advances to Pay Obligations Due. Lender may initiate a Revolving Advance on the Revolving Loan in its sole discretion for any reason at any time and from time to time, without Borrower's compliance with any of the conditions of this Agreement and whether or not an Overadvance occurs as a result thereof, and (i) disburse the proceeds directly to any Person including Lender's Affiliates and to protect Lender's interest in Collateral or to perform any of Borrower's obligations hereunder or (ii) apply the proceeds to the amount of any Obligations then due and payable to Lender. For the avoidance of doubt, Lender may directly advance payments authorized by the DIP Order (including adequate protection payments payable to Lender or Commercial Credit Group Inc.) directly to Lender or Commercial Credit Group Inc.

2.2.4 Borrowing Base Certificates. Borrower shall continue to provide Borrowing Base certificates to Lender in the form provided prior to the Chapter 11 Cases, on Tuesday of each week, but also including a line-by-line item breakdown of all related company sales and contra relationship sales together with all expenses and setoffs attributable to such sales.

2.3 Interest and Interest Related Matters.

2.3.1 Interest. Except as otherwise provided in this Agreement, the unpaid principal balance of each Revolving Advance hereunder shall accrue interest at a variable annual interest rate equal to the sum of the Prime Rate plus 0.625%, provided that the interest rate shall not be less than 9.13% per annum at any time, calculated on the basis of a 360 day year for the actual number of days elapsed the ("Contract Rate"), to be adjusted whenever the Prime Rate changes. Commencing on the day an Event of Default occurs, through and including the date designated by Lender in writing as the date that the Event of Default has been waived or at any time following the Termination Date, in Lender's sole discretion and without waiving any of its other rights or remedies, the principal amount of all Obligations hereunder shall bear interest at a rate that is Ten percent (10%) above the Contract Rate (the "Default Rate"), both before and after judgment, starting on the date that such Event of Default occurs through the date designated by Lender in writing as the date that the Event of Default has been waived, or any shorter time period to which Lender may agree in writing. Payments received by Lender shall be applied to the Obligations, but the principal amount paid down shall continue to accrue interest in accordance with the calculation of Clearance Days, as calculated by Lender in its sole discretion. No interest rate shall be effective which would result in a rate greater than the highest rate permitted by law. Payments in the nature of interest and other charges made under any Loan Document or any other document, instrument or agreement described in or related to this Agreement that are later determined to be in excess of the limits imposed by applicable law will be deemed to be a payment of principal, and the Obligations shall be reduced by that amount so that such payments will not be deemed usurious. Interest shall be reflected on the applicable addendum related to such loan.

2.4 Interest Accrual; Principal and Interest Payments; Computation.

2.4..1 Payments and Interest Accrual. Accrued and unpaid interest on Revolving Advances shall be due and payable in arrears (i) on the last day of each month, (ii) on the Termination Date, and (iii) at any time after the occurrence of an Event of Default. Interest shall be payable in arrears and shall accrue from the most recent date on which interest has been paid or, if no interest was due and payable, from the date of the Revolving Advance to the last day of the month. If the date on which any payment to be made hereunder falls on a day which is not a Business Day, payment shall be made on the next Business Day, and interest shall continue to accrue during that time period. The principal amount of all Revolving Advances shall be paid from time to time as provided in this Agreement and shall be fully due and payable on the Termination Date.

2.4..2 Obligation to Pay. Borrower unconditionally promises and agrees to pay to the Lender at P.O. Box 208670, Dallas, TX 75320-8670, or at such other place as Lender may from time to time designate, all amounts due hereunder and under the DIP Order (including adequate protection payments payable to Lender or Commercial Credit Group Inc. made directly to Lender or Commercial Credit Group Inc. as permitted by the DIP Order), together with interest on the unpaid principal balance outstanding from time to time, at the Contract Rate, together with all fees and expenses. Lender may, daily, withdraw funds deposited in the Collection Account and subject to final collection, and pay down all amounts owed to Lender by Borrower under this Agreement, including borrowings on the Revolving Loan on the first Business Day following the Business Day of deposit to the Collection Account in good funds. In the event there are not sufficient funds available in the Collection Account to make a payment as scheduled, Borrower will immediately make such payment to Lender on demand. If an Overadvance occurs, Borrower shall immediately prepay the Revolving Advances in an amount sufficient to eliminate the excess, unless Lender consents to such Overadvance in writing prior to its occurrence, in which event the Overadvance shall be temporarily permitted on such terms and conditions as Lender in its sole discretion may deem appropriate, including the payment of additional fees or interest, or both. Lender may, in its sole discretion and from time to time, make Revolving Advances causing the unpaid principal amount owed hereunder to exceed the Maximum Available Credit. In such event, Borrower shall, upon demand by Lender, pay an amount sufficient to eliminate the excess. All principal, interest, fees and other amounts due under this Agreement shall be paid from time to time as provided in this Agreement and shall be fully due and payable on the Termination Date or upon acceleration. All proceeds of asset sales after payment of senior secured debt thereon shall be directed to Lender and applied to the DIP Facility balance, without prejudice to subsequent enforcement of the Carve-Out against such proceeds. All payments by Borrower or credits applied against the Obligations, including Revolving Advances, shall be made without setoff or counterclaim, and free and clear of, and without deduction for, any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any nature now or hereafter imposed or levied by any governmental authority. If any such Obligation is imposed upon Borrower with respect to any amount payable by Borrower, it will pay to Lender on the date on which such amount becomes due and payable and in United States Dollars, such additional amount as shall be necessary to enable Lender to receive the same net amount which it would have received on such due date had no such obligation been imposed upon Borrower.

2.5 Collections.

2.5..1 The Collection Account. Upon identification and receipt by Lender, all Proceeds of Accounts and other Collateral shall be deposited each Business Day into a deposit account designated by and belonging to Lender (the "Collection Account"). Funds so deposited are the property of Lender. Funds may only be accessed or withdrawn from the Collection Account by Lender.

2.5..2 Lockbox. Borrower shall instruct and direct all Account Debtors, credit card processors or companies, and other obligors to make payments directly to a lockbox as Lender may establish or designate to Borrower (the "Lockbox") for deposit by Lender directly to the Collection Account, or to Lender by wire transfer, ACH, or other means as Lender may direct for deposit to the Collection Account. If Borrower receives a payment by check, such instrument shall be immediately delivered to Lender in the form received without negotiation and if Borrower otherwise receives a payment or Proceeds of Collateral directly, Borrower will immediately deposit such payment or Proceeds into the Collection Account. Until deposited, Borrower shall hold all Proceeds or payments of any kind in trust for Lender without commingling them with other funds or property. All deposits held in the Collection Account shall constitute Proceeds of Collateral and shall not constitute the payment of Obligations. During the term of this agreement and until all obligations hereunder are fully and indefeasibly satisfied, Lender is hereby authorized to receive and open all payments and items remitted to the Lockbox and Borrower authorizes Lender to accept, endorse and deposit on behalf of Borrower any checks tendered by an Account Debtor or any other Person "in full payment" of its obligation to Borrower.

2.5..3 Application of Payments. Lender will withdraw funds deposited in the Collection Account, subject to final collection, and pay down amounts owed to Lender by Borrower on the outstanding amounts owed on the Revolving Loan and any Overadvances by applying such funds by the first Business Day following the Business Day of deposit to the Collection Account, or, if payments are received by Lender that are not first deposited to the Collection Account pursuant to any treasury and cash management service provided to Borrower by Lender, such payments shall be applied in the sole discretion of Lender and as provided in the applicable treasury and cash management agreement between Borrower and Lender.

2.6 Notification and Verification.

2.6..1 Lender's Notification and Verification Rights. Borrower acknowledges and agrees that Lender or its designee may at any time and at Lender's sole discretion during the term of this agreement and until all Obligations hereunder are fully and indefeasibly satisfied: (i) notify, or require Borrower to notify or join Lender in notifying, any and all Account Debtors, credit card processors or companies or other Persons obligated to pay an Account, a General Intangible or other amount due that the Account, General Intangible, or other amount due has been assigned to Lender for security and must be paid directly to Lender at such address as may be designated by Lender, all in a form and format acceptable to Lender; (ii) contact, verify and collect, (or cause Borrower to contact, verify and collect on Lender's behalf), any Person and by any means deemed necessary or appropriate by Lender, to establish the validity and amount of any Account or any other matter relating to any Account (including amounts owed to Borrower) and require Borrower to send requests for verification of Accounts or send notices of assignment of Accounts to credit card processors or companies, Account Debtors and other obligors, and (iii) require Borrower to give notice, or to join Lender in giving notice, of Lender's security interest in the Accounts, General Intangibles and other Collateral or the existence of the Obligations to any credit card processor or company, Account Debtor or other Persons obligated to pay an Account, a General Intangible or other amount due, and of the requirement that such amounts must be paid directly to Lender at such address as may be designated by Lender, all in a form and format acceptable to Lender. Borrower shall execute such forms as may be required by Lender to facilitate such notice and hereby authorizes Lender to sign on its behalf any such notice and to use Borrower's letterhead, logo or other identifier on such notice. At any time upon request, Borrower shall execute on its own letterhead or otherwise any form of notice which Lender may elect to use in its sole discretion. Borrower hereby authorizes Lender to sign on its behalf any such form of notice and to use Borrower's name, letterhead, logo or other marks as necessary to prepare such forms of notice. Borrower shall immediately notify Lender of any material dispute between Borrower and any Account Debtor or other Person concerning any Account, and of any bankruptcy filing, Lien, garnishment or other legal action concerning any Collateral and shall, if requested by Lender upon the occurrence and during the continuation of an Event of Default, immediately settle any such dispute, at Borrower's sole cost and expense; provided that Borrower shall not, without Lender's prior written consent, compromise or adjust any Account or grant any additional discounts, allowances or credits thereon. Lender shall also have the authority to compromise, settle or resolve any dispute with respect to any Account in its sole discretion without prior approval of Borrower.

2.6..2 Borrower Authorizations; Power of Attorney. Borrower hereby irrevocably authorizes Lender and any designee of Lender, in Borrower's or Lender's name, and hereby irrevocably appoints Lender and any designee of Lender, as Borrower's true and lawful attorney-in-fact (which appointment is coupled with an interest) with power (but not the duty) to, at Borrower's expense, exercise, at any time and from time to time, any of the following powers until all of the Obligations have been indefeasibly paid in full: (i) receive, take, endorse, assign, deliver, accept and deposit, in the name of Lender or Borrower, any and all cash, checks, notes, drafts, money orders, remittances and other instruments and documents relating to any Collateral or the Proceeds thereof; (ii) file financing statements describing Collateral to perfect Lender's security interest in the Collateral and to describe the Collateral as "all personal property" or "all assets" or describe specific items of Collateral including any commercial tort claims; (iii) pay any sums necessary to discharge any Lien which is senior to Lender's security interest in any Collateral; (iv) file in the name of Borrower or Lender or both (A) mechanic's lien or related notices or (B) claims under any payment bond, in connection with goods or services sold by Borrower in connection with the improvement of realty, (v) create, prepare, complete, execute, deliver, endorse or file on behalf of Borrower any instruments, documents, assignments, security agreements, financing statements, applications for insurance and any other agreements or any other record required to be obtained, executed, delivered or endorsed by Borrower in accordance with the terms of this Agreement, (vi) negotiate, settle, compromise any Account or dispute over Collateral, and (vii) settle any insurance claim of any kind in Lender's discretion. Borrower ratifies and approves all acts of Lender and its designees as attorney.

2.7 Fees.

2.7..1 Annual Fees. Borrower shall pay to Lender at origination an initial annual fee in the amount of 1.0% of the Maximum Revolving Credit Amount, which fee shall be fully earned when due. No portion of the initial annual fee shall be refundable in the event of any early termination of this Agreement or otherwise. So long as the Revolving Loan has not been terminated, Borrower shall pay to Lender an annual fee in the same amount on May 20, 2027, which annual fee shall be fully earned when due.

2.7..2 Administration Fee. Borrower shall pay to Lender a monthly administration fee in the amount equal to 0.25% percent of the average daily Facility balance which fee shall be payable monthly in arrears on the last day of each month and on the Termination Date.

2.7..3 Unused Line Fee. Borrower shall pay to Lender a monthly unused line fee in the amount of 0.15% per month of the unused portion of the Maximum Revolving Credit Amount, calculated on the daily unused portion of the Maximum Revolving Credit Amount. The unused line fee shall be payable monthly in arrears on the last day of each month and on the Termination Date.

2.7..4 Collateral Exam Fees. Borrower shall pay to Lender an amount equal to all out of pocket expenses related to any collateral exam Lender authorizes in its discretion, including any field exams. Said fee to be paid immediately upon any disbursement by Lender related to such exam.

2.7..5 Termination Fee. If Lender accelerates the Revolving Loan as a result of an Event of Default or if Borrower terminates the Revolving Loan on a date prior to the Maturity Date, then, in addition to any other fees paid or payable by Borrower under the Loan Documents, Borrower shall pay to Lender an early termination fee, as liquidated damages, in an amount equal to a percentage of the Maximum Revolving Credit Amount calculated as follows: 0.167% multiplied by the number of months, or fraction thereof remaining until the Maturity Date multiplied by the Maximum Revolving Credit Amount but in no event less than 0.5% of the

Maximum Revolving Credit Amount. Borrower acknowledges that Lender's actual damages in the event of early termination will be difficult or impossible to quantify and that the formula herein represents a fair approximation of such damages.

2.7..6 Overadvance Fees. Borrower shall pay to Lender a daily Overadvance fee, in the amount of .0015 multiplied by the average daily balance of the Overadvance for each day that an Overadvance exists which was not agreed to by Lender in writing prior to its occurrence; provided that Lender's acceptance of the payment of such fees shall not constitute either consent to the Overadvance or waiver of the resulting Event of Default. Borrower shall pay additional Overadvance fees and interest in such amounts and on such terms as Lender in its sole discretion may consider appropriate for any Overadvance to which Lender has specifically consented in writing prior to its occurrence.

2.7..7 Waiver Fees and Charges. Upon the occurrence and during the continuation of an Event of Default, Lender may, in its sole discretion, elect to waive such Event of Default in exchange for payment of fees and charges in an amount agreed to by Lender and Borrower and as approved by the Bankruptcy Court.

2.7..8 Payment of Fees. All fees and other amounts payable by Borrower hereunder shall be paid by Borrower pursuant to sections 2.4..2 and 2.5..3 or, at Lender's sole option, by (i) deducting said amounts from Borrower requested or Lender initiated Revolving Advances; (ii) adding such amounts to any outstanding Obligations; or (iii) Borrower's payment of said amounts in cash or other good funds acceptable to Lender, immediately upon demand therefor by Lender and upon the automatic acceleration of the Obligations.

2.7..9 Post Default. All fees listed in this section shall continue to accrue even after an Event of Default in addition to any additional fees and remedies available to Lender.

2.8 Security for Obligations.

2.8..1 Security Interest. Borrower hereby pledges, assigns and grants to Lender and any Affiliate of Lender including Commercial Credit Group Inc., a first priority Lien and security interest in the Collateral (subject to Permitted Liens), as security for the payment and performance of all Obligations. All financing statements filed before the date of this Agreement to perfect Lender's security interest in the Collateral were authorized by Borrower and are hereby re-authorized. Lender shall also receive a (1) a first position Lien and security interest in all pre-petition and post-petition cash collateral (as defined in Bankruptcy Code § 363(a)) and assets of Borrower to the same extent that Lender has a such priority as of the Petition Date, (2) a first position lien on all unencumbered assets of Borrower (excluding Chapter 5 avoidance claims) and, for avoidance of doubt, on all assets of Borrower to which CFI or CCG has priority as of the Petition Date, and (3) a junior security interest in all other previously encumbered collateral or assets subject to a Permitted Lien, all of which may be collectively referred to as "Collateral" or the "DIP Collateral" in the DIP Order.

2.8..2 Proceeds of Collateral. Upon any sale, exchange or other disposition of any Collateral, Lender's security interest and Lien on such Collateral shall, without break in continuity and without further formality or act, continue in and attach to the gross Proceeds of such sale, exchange or disposition, including instruments for the payment of money, Accounts, contract rights, documents of title, shipping documents, chattel paper and all other cash and non-cash Proceeds of such sale, exchange or disposition, including returned, rejected or repossessed Collateral. As to any such sale, exchange or disposition, Lender shall have all the rights of an unpaid seller, including stoppage in transit, replevin and reclamation.

2.9 Conditions to Termination of Security Interest.

Lender shall, at Borrower's expense, release or terminate any filings or other agreements that perfect Lender's security interest in the Collateral, provided that there are no suits, actions, proceedings or claims pending or threatened against any Indemnified Person with respect to any Indemnified Matters, upon Lender's receipt of the following, each in form and content satisfactory to Lender: (a) cash payment in full and performance by Borrower of all Obligations; (b) evidence that the commitment of Lender to make Revolving Advances under the Facility or under any other facility with Borrower has been terminated; (c) a general release of all claims against Lender by Borrower, each Guarantor and any other Person party to any Loan Document relating to Lender's performance and obligations under the Loan Documents; and (d) an agreement by Borrower, each Guarantor, and any new Lender to or purchaser of Borrower to indemnify Lender for any payments received by Lender that are applied to the Obligations as a final payoff that may subsequently be returned or otherwise not paid for any reason; provided that Lender may waive any such requirement in writing in its sole discretion.

2.10 Borrower's Locations.

Borrower hereby grants to Lender the right, at any time upon the occurrence and during the continuation of an Event of Default and without notice to or consent by Borrower, to take non-exclusive possession of all locations where Borrower conducts its business or has any rights of possession, including without limitation the Locations until the earlier of payment in full and discharge of all Obligations and termination of the Facility. Lender may use each Location to store, process, manufacture, sell, use, and liquidate or otherwise dispose of items that are Collateral, and for any other incidental purposes deemed appropriate by Lender in good faith. Lender shall not be obligated to pay rent or other compensation for the possession or use of any Location, but if Lender elects to pay rent or other compensation to the owner of any Location in order to have access to such Location, then Borrower shall promptly reimburse Lender for all such amounts, as well as all taxes, fees, charges and other expenses at any time payable by Lender with respect to any such Location by reason of the execution, delivery, recordation, performance or enforcement of any terms of this Agreement or Lender, in its sole discretion, may add such amounts to the balance of the Revolving Loan.

2.11 License.

Without limiting the generality of any other Loan Document, Borrower hereby grants to Lender a non-exclusive, worldwide and royalty-free license to use or otherwise exploit all Intellectual Property Rights of Borrower for the purpose of, upon the occurrence and during the continuation of an Event of Default, (a) completing the manufacture of any work-in-process Inventory and (b) selling, leasing or otherwise disposing of any or all Collateral.

2.12 Lender's Duty with Respect to Collateral.

Any duty of care imposed on Lender by law will be deemed fulfilled if it exercises reasonable care in physically keeping such Collateral, or in the case of Collateral in the custody or possession of a third Person, exercises reasonable care in the selection of such third Person, and Lender need not otherwise preserve, protect, insure or care for such Collateral. Lender has no obligation to clean up or otherwise prepare Collateral for sale. Borrower waives any right it may have to require Lender to pursue any third Person for any of the Obligations.

2.13 Conditions Precedent to any Revolving Advance.

The following shall be conditions precedent to any advance under this agreement: (a) Notwithstanding any other provisions contained in this Agreement, but in addition to the other terms of this Agreement, the making of any Revolving Advance is conditioned upon Lender's prior receipt of all certificates of insurance, binders and endorsements required under this Agreement have been delivered to Lender in a form acceptable to Lender in its sole discretion; (b) Lender's Lien is duly perfected and in a priority is acceptable to Lender in its sole discretion; (c) all other conditions precedent provided in or contemplated by any Loan Documents or any other agreement, instrument or document between Borrower and Lender or by Borrower in favor of Lender have been fully satisfied, including, without limitation, Borrower obtaining authority in the Bankruptcy Case to grant Lender the liens and lien priorities contemplated hereby pursuant to the DIP Order, or waived in a writing signed by Lender; (d) as of the date of each Revolving Advance, the following shall be true and correct : (i) all representations and warranties made by Borrower and each Guarantor in the Loan Documents are true and correct, and (ii) no Event of Default has occurred and is continuing and no conditions exist and no event has occurred or could result from such requested Revolving Advance, which, with the passage of time or the giving of notice, or both, would result in or constitute an Event of Default; (e) no Material Adverse Effect has occurred and is continuing; and (f) a Borrowing Base Certificate duly prepared and executed by Borrower and delivered to Lender in form and substance acceptable to Lender in its sole discretion.

3. Borrower Representations and Warranties.

To induce Lender to enter into this Agreement, Borrower makes the following representations and warranties and any request for a Revolving Advance will be deemed a representation by Borrower that all such representations and warranties are true, correct and complete in all material respects as of the time of the request, unless they relate exclusively to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date.

3.1 Organization and Qualification.

Borrower (a) is a duly organized entity, validly existing under the laws of the state of its organization; (b) is, and shall at all times during the term of the Facility be, in good standing in the state of its organization, and registered in each jurisdiction in which it conducts business where the conduct of its business requires foreign entity registration under applicable law; (c) is, and shall at all times during the term of the Facility remain, duly qualified to do business in each jurisdiction where the conduct of its business requires qualification; (d) has, and shall at all times during the term of the Facility retain, the full power and authority to own its property and assets, and to conduct the business in which it engages, and to execute and deliver, and to perform all of its obligations under the Loan Documents to which it is a party.

3.2 Name; Chief Executive Office; Collateral Location.

During its existence, Borrower has solely done and conducts business under the names and addresses set forth herein and all Collateral is located at Borrower's chief executive office and principal place of business or at one of the other Locations. Upon request, Borrower shall immediately provide Lender with a schedule of the location of all inventory and equipment not located at its principal place of business.

3.3 Accuracy of Financial Statements.

Borrower warrants that all information which has been, and will be, submitted by Borrower is true and correct as of the stated date and shall immediately notify CFI of any material change in any facts represented to Lender. There has not been any material adverse change in the business, financial condition, or prospects of the borrower(s) or any guarantors after May 18, 2026.

3.4 [Intentionally omitted].

3.5 Full and Accurate Disclosure.

This Agreement, the financial statements referred to herein, any loan application submitted to Lender, and all other documents, statements and information furnished by or on behalf of Borrower to Lender in connection herewith (a) contain no untrue statement of a material fact; (b) omit no material fact necessary to make the statements contained therein or herein not misleading; and (c) are correct and complete in all material respects.

3.6 Compliance with Laws.

3.6..1 Applicable Laws. Borrower has complied in all material respects with all applicable statutes, rules, regulations, ordinances, laws, orders, and restrictions of any domestic or foreign government, or any instrumentality or agency thereof having jurisdiction over the conduct of Borrower's business or the ownership of its properties.

3.6..2 Patriot Act. Borrower is not subject to any statute, rule, law, regulation, ordinance, order, restriction, or list of any government agency (including the OFAC list) that prohibits or limits Lender from making any Revolving Advance or extension of credit to Borrower, or from otherwise conducting business with Borrower.

3.6..3 Environmental Laws. Borrower (a) conducts its business at all times in compliance with applicable Environmental Law, (b) possesses all valid licenses, permits and other authorizations required under applicable Environmental Law for the lawful and efficient operation of its business, none of which are scheduled to expire, or subject to withdrawal, or subject to material limitation within the next twelve (12) months, and (c) has not been denied insurance on grounds related to potential environmental liability.

3.7 Operation of Business.

Borrower is in compliance with all provisions of all agreements, instruments, decrees and orders to which it is a party or by which it or its property is bound or affected, the breach or default of which could have a Material Adverse Effect. Each right to payment and each instrument, document, chattel paper and other agreement constituting or evidencing Collateral is (or, in the case of all future Collateral, will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim of the Account Debtor, any credit card processor or company, or other obligor named in that instrument.

3.8 Payment of Taxes.

Borrower and its Affiliates have and will continue to timely file all tax returns (federal, state, and local) required to be filed, and have paid to the proper governmental authority all withholding taxes, payroll taxes, employee taxes, income taxes, and all other taxes, assessments, governmental charges and levies of every kind whatsoever (including all interest and penalties pertaining thereto), incurred, assessed or otherwise required to be paid by Borrower or its Affiliates in regards to Borrower's or such Affiliate's assets, business, employees and income.

3.9 First Lien in Collateral.

Lender's security interest in and Lien on the Collateral constitutes and shall at all times constitute a first priority Lien thereon (except to the extent of Permitted Liens). Borrower is the absolute owner of the Collateral with full right to pledge, sell, consign, transfer and create a security interest in the same, free and clear of any and all claims in favor of others (other than Permitted Liens) and no security agreement, financing statement, equivalent security or Lien instrument, continuation statement covering, or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of Lender, pursuant to this Agreement or any Security Document, or to secure Permitted Liens. Borrower has previously authorized the filing of financing statements sufficient when filed to perfect Lender's security interest in the Collateral and other Liens created by the Security Documents.

4. Borrower's Covenants.

So long as the Obligations remain unpaid or unsatisfied, or the Facility has not been terminated, Borrower shall comply with each of the following covenants, unless Lender waives compliance in writing.

4.1 Use of Proceeds.

Borrower shall use the proceeds of each Revolving Advance to pay the expenses set forth in the budget attached hereto as Exhibit A (the "Initial Budget"), or in a future budget (each a "Budget"), with authority to deviate from the expense line items contained in the Budget by no more than 10% on a rolling basis measured weekly. Notwithstanding the foregoing, any particular line-item expense not actually paid (in whole or in part) in a particular Budget week may be carried forward to future Budget weeks to the extent not previously paid, provided that the actual expenses would not deviate from the Budget by more than 10% had the particular line-item expense been paid in the Budget week. The parties may agree to modify the Budget by written agreement and without further Order of the Court or a hearing. Except as permitted pursuant to the approved Budget, no proceeds of any Revolving Advance shall be conveyed or transferred to, or used for the direct or indirect benefit of, any non-Borrower Subsidiary or Affiliate of Borrower.

4.2 Compliance with Laws.

4.2.1 Applicable Laws. Borrower shall (i) conduct its business in a lawful manner and in material compliance with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders; (ii) use and keep the Collateral, and require that others use and keep the Collateral, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance; and (iii) not violate any valid Intellectual Property Rights of others.

4.2.2 Patriot Act. Borrower shall (i) not be or become subject at any time to any statute, rule, law, regulation, ordinance, order, restriction, or list of any government agency that prohibits or limits Lender from making any Revolving Advance or extension of credit to Borrower or from otherwise conducting business with Borrower, and (ii) not permit the proceeds of any Revolving Advance or any other financial accommodation extended by Lender to be used in any way that violates any foreign asset control regulations of OFAC or other applicable law.

4.3 Change in Nature of Business; Preservation of Existence; Place of Business; Name.

Borrower shall not engage in any business not authorized by and not in accordance with its Organizational Documents and other governing documents. Borrower will not engage in any line of business materially different from that presently engaged in by Borrower, and will not purchase, lease or otherwise acquire assets not related to its business. Borrower shall preserve and maintain its existence and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business and shall conduct its business in an orderly, efficient and regular manner Borrower shall not change its name or jurisdiction of organization.

4.4 Amendment or Change to Organizational Documents.

Borrower shall not modify, amend, waive, or otherwise alter, or fail to enforce its Organizational Documents or other governing documents.

4.5 Reporting.

Borrower shall provide Lender with (i) 13-week operating budgets on a weekly rolling basis, each of which shall be subject in all respects to Lender's review and approval in its sole discretion, with the initial Budget attached hereto and approved by Lender prior to the bankruptcy Petition Date, (ii) weekly budget-to-actual variance reports, (iii) customary borrowing base reporting on a weekly basis in the form provided to Lender prior to the Bankruptcy Case, but also including without limitation detailed accounts receivable aging reports, copies of all invoices, and a line-by-line item breakdown of all related company sales and contra relationship sales together with all expenses and setoffs attributable to such sales (iv) an initial report indicating each unit of equipment owned or leased by Borrower, its orderly liquidation and replacement values, and the balance of debt senior to CFI and CCG secured thereby, and (v) such financial statements and reports as Lender may in its sole discretion request from time to time. All financial statements and reports shall be prepared in accordance with GAAP. All unaudited financial statements and reports shall fully and fairly present Borrower's financial condition as of the date thereof and the results of Borrower's operations for the period or periods covered thereby. Each Budget, borrowing base report, and actual-to-budget variance report shall include a line-by-line item breakdown of all related company sales and contra relationship sales together with all expenses and setoffs attributable to such sales. All reports shall be in a form acceptable to Lender.

4.6 Insurance.

Borrower shall maintain in effect, at Borrower's sole expense, in form and substance satisfactory to Lender and from insurance companies acceptable to Lender in its reasonable discretion, general liability, umbrella and excess liability insurance policies and policies of insurance on its assets and operations, in such amount and covering such risks as are usually carried by companies engaged in the same or a substantially similar business similarly situated under such policies of insurance, including, as applicable, business interruption insurance (including force majeure coverage), hazard coverage on an "all risks" basis for all tangible Collateral, theft and physical damage coverage for Collateral consisting of motor vehicles. Such policies shall be maintained with such insurance companies, in such amounts and covering such risks as are at all times satisfactory to Lender. Lender shall be named additional insured with respect to all general liability and umbrella or excess liability insurance policies of Borrower. All policies covering any Collateral shall contain a lender's loss payable endorsement in a form satisfactory to Lender, showing Lender as sole loss payee and having entitlement to notice of changes to and lapse of such policies.

4.7 Books and Records; Inspection; Collateral Examination and Appraisals.

4.7.1 Books and Records; Inspection. Borrower shall keep complete and accurate books and records with respect to the Collateral and Borrower's business and financial condition and any other matters that Lender may request, in accordance with GAAP. Borrower shall at any reasonable time and from time to time permit Lender or any representative of Lender to audit, examine and make copies of any of Borrower's books and records, and visit and inspect the Collateral and other assets of Borrower, and to discuss the business, affairs, finances, insurance, Accounts and Collateral of Borrower with any of Borrower's members, officers, managers, directors, employees and other agents and with Borrower's independent accountants.

4.7.2 Authorization to Borrower's Agents to Make Disclosures to Lender. Borrower authorizes all accountants and other Persons acting as its agent to disclose and deliver to Lender's employees, accountants, attorneys and other Persons acting as its agent, at Borrower's expense, all financial information, books and records, work papers, management reports and other information in their possession regarding Borrower.

4.7.3 Collateral Exams and Inspections. Borrower shall permit Lender or its designee(s), from time to time in Lender's sole discretion and at Borrower's expense, to conduct an audit and field examination of the Collateral, Borrower's books and records, or any other property of Borrower.

4.7.4 Collateral Appraisals. Lender may obtain, from time to time, at Borrower's expense, an appraisal of all or any portion of the Collateral by an appraiser acceptable to Lender in its sole discretion.

4.8 Maintenance of Property.

Borrower shall maintain, keep and preserve all of its tangible and intangible assets, including the Collateral, necessary or useful in the proper conduct of its business in good repair and working order and condition, ordinary wear and tear excepted. Borrower shall take all commercially reasonable steps necessary to protect and maintain its Intellectual Property Rights. Borrower shall defend the Collateral against all Liens (except Permitted Liens), claims and demands of all third Persons claiming any interest in the Collateral.

4.9 Negative Pledge.

Borrower shall not create, incur, assume, or suffer to exist any Lien, upon or with respect to any of its assets, including the Collateral, now owned or hereafter acquired, as security for any indebtedness, except each of the following (each a "Permitted Lien" and collectively, "Permitted Liens"): (i) Lender's security interest in the Collateral and all other Liens created by the Security Documents; (ii) valid and perfected purchase money Liens relating to the acquisition of Equipment; (iii) valid and perfected Liens in existence as of the date hereof that are known to Lender as of the date hereof; and (iv) the lien(s) of Commercial Credit Group Inc. Borrower shall pay when permitted or ordered by the Bankruptcy Court, each account payable due to any Person holding a Permitted Lien on any Collateral other than those accounts payable being contested in good faith by appropriate proceedings diligently prosecuted or as requested by Lender and as to which adequate reserves are being maintained by Borrower. Any default on such account shall at Lender's sole option be an Event of Default hereunder. Borrower shall not amend any financing statement filed by Lender as secured party except as permitted by law.

4.10 Indebtedness.

Borrower shall not incur, create, assume or permit to exist any indebtedness or liability on account of deposits or letters of credit issued on Borrower's behalf, or advances or any indebtedness for borrowed money of any kind, whether or not evidenced by an instrument, except (a) the Obligations and (b)indebtedness secured by Permitted Liens.

4.11 Guarantees.

Borrower shall not assume, guarantee, endorse or otherwise become directly or contingently liable for the obligations of any Person, except (a) the endorsement of negotiable instruments by Borrower for deposit or collection or similar transactions in the ordinary course of business consistent with past practice; and (b) guarantees, endorsements and other direct or contingent liabilities in connection with the obligations of other Persons in existence on the date of this Agreement.

4.12 Investments and Subsidiaries.

Borrower shall not create, capitalize or make investments in a Subsidiary or Affiliate or make or permit to exist any loans or advances to, or make any investment or acquire any interest whatsoever in, any Person or Affiliate, except with Lender's prior written consent in Lender's sole discretion.

4.13 Dividends and Distributions.

Borrower shall not declare or pay any dividends (other than dividends payable solely in stock or units of Borrower) on any class of its stock or units, or make any payment on account of the purchase, redemption or retirement of any shares of its stock or units, either directly or indirectly.

4.14 Mergers, Consolidations, and Purchase of Assets.

Borrower shall not wind up, liquidate, or dissolve itself, reorganize, merge with or into, or consolidate with or into, or acquire (in one transaction or series of transactions analogous in purpose or effect to a consolidation or merger) all or substantially all of the assets or the business of any Person.

4.15 Sale or Transfer of Assets; Suspension of Business Operations.

Borrower shall not convey, sell, lease, assign, transfer or otherwise dispose of (a) the equity interests of any Subsidiary; (b) all or a substantial part of its assets (whether now owned or hereafter acquired); or (c) any Collateral or any interest in Collateral (whether in one transaction or in a series of transactions) to any other Person, without the prior written consent of Lender. Borrower shall not liquidate, dissolve or suspend business operations. Borrower shall not license any other Person to use any of Borrower's Intellectual Property Rights, except that Borrower may grant licenses in the ordinary course of its business in connection with sales of Inventory or the provision of services to its customers.

4.16 Discounts and Credits.

After notice from Lender, Borrower shall not grant any discount, credit or allowance to any customer of Borrower outside the ordinary course of Borrower's business consistent with past practice or accept any return of goods sold outside the ordinary course of Borrower's business consistent with past practice.

4.17 Subordinated Debt.

Borrower will not: (a) make any payment (including any principal, premium, interest, fee or charge) with respect to any of subordinated debt except for court-ordered adequate protection payments, and in all other instances, to the extent, and in the manner, expressly permitted by Lender in writing; or (b) repurchase, redeem, defease, acquire or reacquire for value any of the Subordinated Debt.

5. Events of Default.

5.1 The occurrence of any of the following events shall constitute a default under this Agreement and under the other Loan Documents, and shall be termed an "Event of Default":

(a) Borrower fails to pay any Obligations when such Obligations are due or are declared due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) or Borrower or any Guarantor fails to make any payment due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) with respect to (i) any indebtedness and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to such indebtedness related to a Permitted Lien; (ii) any other default under any agreement or instrument relating to any such indebtedness, or any other event, occurs and continues after the applicable grace period, if any, specified in such agreement or instrument if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such indebtedness; or (iii) any such indebtedness is declared to be due and payable or required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof; (b) on or after the Petition Date, Borrower fails in the timely performance of any obligation, covenant, agreement, or liability created by any of the Loan Documents or DIP Order or fails, subject to any applicable grace period or cure rights, to make any payment to Lender or to any of Lender's Affiliates under any order of the Bankruptcy Court when due and payable; (c) Any representation or warranty made by or on behalf of Borrower or any Guarantor in any of the Loan Documents is or has become materially false or materially misleading, except with respect to Borrower's solvency; (d) An event has occurred which could have a Material Adverse Effect as defined herein; (e) An Overadvance arises in any manner or on terms not otherwise approved of in advance by Lender in writing; (f) Any ownership interest in Borrower is sold, transferred, or becomes subject to a Lien; (g) One or more judgments, orders or arbitration awards requiring payment where the order or arbitration award is not immediately stayed or appealed or any default of any unpaid judgment, order or arbitration award, the enforcement of which has not been stayed by a court of competent jurisdiction; (h) A notice of Lien (other than a Permitted Lien), levy execution or assessment is filed or recorded with respect to any portion of the Collateral by any governmental authority or any taxes or debts owing at any time or times hereafter to any governmental authority become a Lien (other than a Permitted Lien) upon any portion of the Collateral; (i) Any loss, theft, substantial damage or destruction of any item or items of Collateral occurs which is not fully insured as required by this Agreement or any other Loan Document; (j) subject to any permitted variance under the DIP Order, sales shortfalls or expense excesses of greater than 10% from the Budget; (k) collection by Borrower of any accounts which are not within two (2) business days wholly redirected in good funds or original form of payment from the payor to Lender's lockbox; (l) Borrower's failure to list all related company and contra relationship sales in the Budget or any Borrowing Base Certificate; (m) if contra account sales exceed $10,000 in any Budget period unless approved by Lender in writing in its sole discretion; (n) any judgment, writ, warrant of attachment or execution or similar process is issued or levied against any Collateral; (o) a Borrower's allegation in any pleading or other writing, or the finding or conclusion by the Bankruptcy Court, that any agreement, loan or security document of Lender and/or an Affiliate of Lender is not valid, binding or enforceable; (p) Entry of an Order dismissing the Chapter 11 Case or converting the Chapter 11 Case to one under chapter 7 of the Bankruptcy Code; (q) Appointment of a chapter 11 trustee or examiner in the Bankruptcy Case; (r) Any default under any cash collateral order or the DIP Order; (s) The filing (with respect to all plans of reorganization or liquidation filed by the Borrower) or confirmation (with respect to all plans filed by any person or entity other than the Debtor) of a plan of reorganization or liquidation which contains a treatment of the Obligations under this Agreement in a manner inconsistent with that provided for in the Agreement, or, which, at a minimum, does not provide (i) for payment of any Administrative Claim with respect to all obligations to Lender and Commercial Credit Group Inc. (subject to no priority claim or administrative expenses in the Chapter 11 Cases of Borrower or any other entity, or in any future proceeding which may develop out of any such cases, including liquidating in bankruptcy, other than the Carve-Out) by a date or time any later than the "effective date" of such plan unless otherwise agreed by Lender; (ii) for payment in full of the Obligations owed to Lender and to Commercial Credit Group Inc., in full, in cash, on the effective date if such plan and (iii) provide for the continuation of the DIP Liens and any other security interests created in favor of Lender with the priorities provided for in this Agreement and in the DIP Order following such plan effective date; (t) The entry of an order authorizing the sale of all or substantially all of the assets of the Borrower which does not provide that the proceeds of sale, net of the costs approved by Lender, if any, of the Collateral are paid to Lender; (u) Entry of any order, without Lender's express written consent, reversing, amending, supplementing, staying or vacating the Interim Order or the Final Order; (v) The failure of the Debtor to obtain a Final Order, in form and substance satisfactory to Lender within 30 days of entry of the Interim Order, unless otherwise agreed to by Lender; (w) Borrower or any Guarantor (i) involuntarily dissolves, is involuntarily dissolved, or is terminated, and has not been reinstated within five (5) days thereafter or (ii) voluntarily dissolves, dies or terminates or Borrower or any Guarantor is enjoined, restrained, or in any way prevented by the order of any court or any other governmental authority from conducting all or any material part of its business affairs; (x) Change of any member of Borrower's management or change of ownership of Borrower or Guarantor if not a natural Person of greater than 20%; (y) any breach, violation, default, event of default, "Default", or "Event of Default" occurs under any Loan Document, or any Person terminates, discontinues or revokes, or attempts to terminate, discontinue or revoke, any of its obligations under any Loan Document; or (z) Borrower challenges Lender's rights in or priority to the Collateral.

5.2 No Waiver of Event of Default.

No course of dealing or delay or failure to assert any Event of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default.

6. Remedies.

6.1 Remedies upon Event of Default.

Upon the occurrence of an Event of Default, Lender may, in its sole discretion, exercise one or more of the following rights and remedies:

Subject to the terms set forth in the DIP Order (including relief from the automatic stay and any notice requirements as set forth therein), (a) Lender may terminate the Facility, this Agreement and any other Loan Document(s); (b) Lender may declare immediately due and payable and accelerate all or any portion of the Obligations, at which time such Obligations shall immediately become due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which Borrower hereby waives; (c) Lender may, immediately and without prior notice or demand, set off against the Obligations, whether or not due, all money and other amounts owed by Lender in any capacity to Borrower, and Lender shall be deemed to have exercised such right of setoff and to have made a charge against any such money, amounts or deposit accounts immediately upon the occurrence of an Event of Default, even though such charge is entered on Lender's books subsequent thereto; (d) Lender may (i) notify any party including any Account Debtor of Borrower that Borrower's Accounts, chattel paper, or General Intangibles have been assigned to Lender or that Lender has a security interest therein, (ii) notify any party including any Account Debtor to make payment directly to Lender, and any payments received by Borrower on Accounts shall be held in trust by Borrower for Lender, or (iii) collect Borrower's Accounts, chattel paper, or General Intangibles directly and add the collection costs and expenses to the Obligations;(e) Lender may cease to make Revolving Advances, terminate any cash management services or suspend any further performance by Lender under any Loan Document(s); (f) Lender may exercise any and all rights and remedies created by or arising from any of the Loan Documents or other agreements, instruments or documents between Lender and Borrower or by Borrower in favor of Lender, including exercising all rights with respect to the Collateral; (g) Lender may for any reason apply for the appointment of a receiver, ex parte (without notice), of the Collateral (to which appointment Borrower hereby consents) without the necessity of posting a bond or other form of security (which Borrower hereby waives); (h) Lender may exercise and enforce any and all rights and remedies available upon default to a secured party under the UCC, including the right to take possession of Collateral (without posting a bond or other form of security, which Borrower hereby waives), and to proceed with or without judicial process (without a prior hearing or notice of hearing, which Borrower hereby waives); (i) Lender may take possession of all or part the Collateral, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Collateral on said premises until sold, without liability for trespass nor charge for storage; sell the Collateral or any part thereof and all of the Borrower's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Lender may in its sole discretion elect, in such county and at such places as Lender may elect and without having the Collateral at the place of sale. In the event Lender sells all or part of the Collateral at public or private sale, then (i) Lender shall not be required to refurbish, repair or otherwise incur any expenses in preparing Collateral for sale but may sell its interest therein on an "AS-IS," "WHERE-IS" basis; (ii) Lender may bid or become the purchaser at any such sale and Borrower waives any and all rights of redemption from any such sale; (iii) Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Borrower at least 10 days before such sale and advertised in at least one publication of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable in good funds within 24 hours or other more favorable terms in the discretion of Lender; (iv) The proceeds of any public or private sale shall first be applied to the costs and expenses of Lender including but not limited to recovering, transporting, storing, refurbishing, and/or selling the items sold, attorneys' fees, court costs, bond and insurance premiums, advertising, postage and publishing costs, and sales commissions, and second to the payment, partly or entirely, of any of the Obligations as Lender may in its sole discretion elect, returning the excess, if any, to Borrower or such other party in interest as the required by law; Borrower shall remain liable to Lender for any deficiency plus interest thereon as provided above; (v) Any private sale shall be deemed commercially reasonable if notice thereof shall be mailed to Borrower at least 10 days before the sale date stated therein at the address indicated above, and credit given for the full price stated, less attorneys' fees costs and expenses. No action taken by Lender shall release Borrower from any of its Obligations to Lender. Borrower acknowledges and agrees that in any action or proceeding brought by Lender to obtain possession of any Collateral, Lender shall be entitled to issuance of a writ or order of possession (or similar legal process) without the necessity of posting a bond, security or other undertaking which is hereby waived by Borrower, and if Borrower contests Lender's right to possession of any Collateral in any action or proceeding, Borrower shall post a bond (issued by a national insurer authorized to issue such bonds in the jurisdiction of such action or proceeding) in an amount equal to twice the amount in controversy in such action or proceeding or twice the amount of Borrower's unpaid Obligations to Lender, whichever is less. Lender may, without prior notice to or demand upon Borrower and with or without the exercise of any of Lender's other rights or remedies, apply toward the payment of Borrower's Obligations (at any time owing to Lender) any checks, drafts, notes, balances, reserves, accounts and sums belonging to or owing to Borrower and coming into Lender's possession and for such purpose may endorse Borrower's name on any instrument or document payable to Borrower (whether for deposit, collection, discount or negotiation). Lender may exercise any and all other rights and remedies existing at law, in equity, or by statute.

6.2 Rights and Remedies Cumulative; Waiver of Demand.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Lender may have, whether specifically granted herein or hereafter existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient in its sole discretion. Demand, presentment, protest and notice of nonpayment are hereby waived by Borrower. The exercise or partial exercise of any remedy shall neither be construed as a waiver of any other remedy nor constitute an election of remedies. Borrower also waives the benefit of all valuation, stay, appraisal, extension, redemption, exemption and similar laws.

6.3 Entry upon Locations.

Upon the occurrence of an Event of Default and until all Obligations hereunder are indefeasibly satisfied in full, Lender shall have the right to enter upon any premises of Borrower, including all Locations and any other premises where the Collateral is located (or is believed to be located), without any obligation to pay rent to Borrower, or any other place or places where the Collateral is believed to be located and kept, and render the Collateral unusable or remove the Collateral therefrom to the premises of Lender or any agent of Lender, for such time as Lender may desire, in order effectively to collect or liquidate the Collateral, or Lender may require Borrower to assemble the Collateral and make it available to Lender at a place or places to be designated by Lender, and

Lender shall have the right to obtain access to Borrower's data processing equipment, computer hardware and software relating to the Collateral and to use all of the foregoing and the information contained therein in any manner Lender deems appropriate.

6.4 Borrower Authorizations; Power of Attorney.

Borrower hereby irrevocably authorizes Lender and any designee of Lender, in Borrower's or Lender's name, and hereby irrevocably appoints Lender and any designee of Lender, as Borrower's true and lawful attorney-in-fact (which appointment is coupled with an interest) with power (but not the duty), at Borrower's expense, to exercise, at any time and from time to time following the occurrence of an Event of Default, subject to the terms set forth in the DIP Order (including relief from the automatic stay and any notice requirements as set forth therein), any of the following powers until all of the Obligations have been indefeasibly paid in full: (a) to demand payment of Borrower's Accounts and to take or bring, in the name of Lender or Borrower, all steps, actions, suits or proceedings deemed by Lender necessary or desirable to effect collection of or other realization upon any Collateral; (b) in Lender's name or in Borrower's name, to notify the U.S. Postal Service to change the address for delivery of Borrower's mail to any address designated by Lender, to intercept Borrower's mail, to access any lockbox or postal box into which Borrower's mail is deposited, and to receive, open and dispose of all mail addressed to Borrower, applying all Collateral as permitted under this Agreement and holding all other mail for Borrower's account or forwarding such mail to Borrower's last known address; (c) to extend the time of payment of, compromise or settle for cash, credit, return of merchandise, and upon any terms or conditions, any and all Accounts or other Collateral which includes a monetary obligation, and discharge or release any Account Debtor or other Person (including filing of any public record releasing any Lien granted to Borrower by such Account Debtor or other Person), without affecting any of the Obligations; (d) to sell or assign any of Borrower's Accounts upon such terms, for such amount and at such time or times as Lender deems advisable; (e) to compromise, discharge and release any of Borrower's Accounts or to take control in any manner of any item of payment or Proceeds thereof; and (f) to prepare, file and sign Borrower's name on any proof of claim in bankruptcy or other similar document against an Account Debtor; and (g) to do all acts and things which are necessary, in Lender's sole discretion, to fulfill Borrower's obligations under this Agreement. Borrower ratifies and approves all acts of Lender and its designees as attorney.

6.5 Standards for Exercising Rights and Remedies.

To the extent that any applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, Borrower acknowledges and agrees that it is not commercially unreasonable for Lender (a) to fail to incur expenses reasonably deemed significant by Lender to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition; (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by applicable law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of; (c) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to fail to remove Liens or other encumbrances on, or any adverse claims against, Collateral; (d) to contact other Persons, whether or not in the same business as Borrower, for expressions of interest in acquiring all or any portion of the Collateral; (e) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets; (f) to dispose of Collateral without giving warranties, including warranties as to condition, fitness, merchantability or title.

6.6. Release.

BORROWER AND GUARANTOR (INDIVIDUALLY AND COLLECTIVELY "RELEASORS") HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS (INCLUDING CONTRACT, TORT AND EQUITABLE CLAIMS) WHICH MAY BE ASSERTED AGAINST LENDER, PRESENTLY EXISTING OR ARISING IN THE FUTURE, KNOWN OR UNKNOWN, IN ANY WAY ARISING FROM OR RELATED TO THE LOAN DOCUMENTS OR THE FACILITY, EXCLUDING ONLY BREACH OF CONTRACT BY LENDER UNDER CIRCUMSTANCES THAT SUCH BREACH AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

RELEASORS, AND EACH OF THEM, EXPRESSLY WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

RELEASORS, AND EACH OF THEM, EXPRESSLY WAIVE AND RELEASE ANY RIGHT OR BENEFIT WHICH THEY HAVE OR MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, AND ANY SIMILAR STATUTE, CODE, LAW AND/OR REGULATION OF THE UNITED STATES, TO THE FULL EXTENT THAT THEY MAY WAIVE ALL SUCH RIGHTS AND BENEFITS PERTAINING TO THE MATTERS RELEASED HEREIN. IN CONNECTION WITH SUCH WAIVER AND RELINQUISHMENT, RELEASORS, AND EACH OF THEM, ACKNOWLEDGE THAT THEY ARE AWARE THAT THEY MAY HEREAFTER DISCOVER CLAIMS PRESENTLY UNKNOWN OR UNSUSPECTED, OR FACTS IN ADDITION TO OR DIFFERENT FROM THOSE WHICH THEY NOW KNOW OR BELIEVE TO BE TRUE. NEVERTHELESS, IT IS THE INTENTION OF RELEASORS, AND EACH OF THEM, THROUGH THIS AGREEMENT, TO FULLY, FINALLY AND FOREVER RELEASE ALL SUCH RELEASED MATTERS, AND ALL CLAIMS

RELATIVE THERETO, WHICH NOW EXIST, MAY EXIST, OR HERETOFORE HAVE EXISTED. IN FURTHERANCE OF SUCH INTENTION, THE RELEASES HEREIN GIVEN SHALL BE AND REMAIN IN EFFECT AS A FULL AND COMPLETE RELEASE OF SUCH RELEASED MATTERS NOTWITHSTANDING THE DISCOVERY OR EXISTENCE OF ANY SUCH ADDITIONAL OR DIFFERENT CLAIMS OR FACTS RELATIVE THERETO.

7. General Provisions.

7.1 Governing Agreement.

In the event of any conflict or inconsistency between this Agreement and the other Loan Documents, the terms, provisions and intent of this Agreement shall govern.

7.2 Borrower's Obligations and Lender's Cumulative Remedies; No Waiver.

Every Obligation, covenant, condition, provision, warranty, agreement, liability, and undertaking of Borrower contained in the Loan Documents shall be deemed cumulative and not in derogation or substitution of any of the other Obligations, covenants, conditions, provisions, warranties, agreements, liabilities, or undertakings of Borrower contained herein or therein. Lender's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement or any other Loan Document shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith and no delay or omission in the exercise or pursuit by Lender of any right, power, or remedy shall impair any such right, power, or remedy or shall be construed to be a waiver thereof. Any suspension or waiver by Lender of any right, power or remedy under any Loan Document shall not suspend, waive or affect any other right, power or remedy under any other Loan Document, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character.

7.3 Payment of Expenses and Attorneys' Fees.

Borrower shall pay to Lender all initial and ongoing costs and expenses of Lender relating to the Obligations, the DIP Facility, the Loan Documents and the transactions contemplated by the Loan Documents, including all costs and expenses incurred in connection with the negotiation, administration, supervision, performance, collection and enforcement of the Obligations and the Loan Documents and the creation, perfection, protection, satisfaction and enforcement of Lender's security interest in the Collateral, including appraisal fees, audit fees, and field examination expenses, due diligence expenses, title insurance, recording fees, filing fees, wire transfer fees, postage, periodic Lien searches and title searches, accountants' fees, and reasonable attorneys' fees and other legal expenses. Upon an Event of Default, Borrower shall pay all costs and expenses, including costs of Collateral sale and reasonable attorneys' fees and legal expenses, incurred by Lender in enforcing, or exercising any rights and remedies available to Lender or defending any actions brought by Borrower or any Guarantor.

7.4 Right to Perform for Borrower.

If Borrower fails to perform or observe any of its obligations under this Agreement at any time, Lender may, in its sole discretion at any time and without any duty to do so, and after reasonable notice to Borrower: (a) elect to discharge taxes, any Liens or any other encumbrance upon the Collateral or any other asset of Borrower, to pay any filing, recording, or other charges payable by Borrower, or to perform or observe any other obligation of Borrower under the Loan Documents; (b) take any other actions which Lender may reasonably deem necessary to cure or correct such failure; and (c) Borrower shall pay Lender, upon demand and upon the acceleration of the Obligations, the amount of all costs and expenses (including reasonable attorneys' fees and other legal expenses) incurred by Lender in performing such obligations, together with interest on these amounts at the Default Rate as may be ordered by the Bankruptcy Court.

7.5 Assignability; Participations.

Borrower may not assign or transfer any of the Loan Documents or rights and obligations thereunder and any such purported assignment or transfer shall be void. Without in any way limiting Lender's rights and without Borrower's consent, Lender may sell participations in the Obligations or sell, assign or transfer its rights hereunder and under the other Loan Documents, in whole or in part, on such terms as Lender may determine and, if Lender sells, assigns or transfers all of its rights under the Loan Documents, Lender shall have no further liability under the terms of the Loan Documents. In connection with any such proposed participations or assignments, Lender may disclose information required to be kept confidential hereunder; provided such disclosure shall not be made unless the party to whom it is disclosed shall have agreed to keep such information confidential as set forth herein.

7.6 Governing Law.

The Loan Documents shall be governed by and construed in accordance with the laws of the State of North Carolina except to the extent that a section of Title 11, United States Code, applies.

7.7 Term; Effective Date.

This Agreement shall be effective as of the Effective Date and will continue in full force and effect until the Termination Date. On the Termination Date, Borrower shall immediately pay all Obligations to Lender. Notwithstanding any termination, until all of the Obligations shall have been fully paid and satisfied, and all Loan Documents between Borrower and Lender or any Affiliate of Lender or by Borrower in favor of Lender or any Affiliate of Lender shall have been terminated or have expired, all of Lender's rights and remedies under this Agreement and the other Loan Documents shall survive and Lender shall be entitled to retain its Liens on and to all existing and future Collateral. Borrower may terminate the Facility at any time prior to the Maturity Date, if it (a) provides Lender with at least sixty (60) days prior written notice of Borrower's intent to terminate the Facility early which notice shall include the proposed Termination Date, (b) pays to Lender the termination fee set forth in Section 2.7, and (c) pays the

Obligations in full, in cash, on the Termination Date. Lender may terminate this Agreement at any time upon thirty (30) days' written notice or immediately upon occurrence of an Event of Default pursuant to the terms of the DIP order.

7.8 Severability of Invalid Provisions.

Any provision of this Agreement or any other Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or such other Loan Document, as the case may be, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.9 Interpretation.

The titles, captions and section headings in this Agreement and each of the other Loan Documents are inserted for convenience only and shall not be considered part of this Agreement or such other Loan Document nor used in the interpretation of this Agreement or such other Loan Document. All references in this Agreement or any other Loan Document to the singular shall be deemed to include the plural when the context so requires, and vice versa. This document has been negotiated by both parties who have the opportunity to be represented by legal counsel and as such the document should not be interpreted against either party.

7.10 Survival and Binding Effect of Representations, Warranties, and Covenants.

All agreements, representations, warranties, and covenants made herein by Borrower shall survive the execution and delivery of this Agreement and shall continue in effect so long as any Obligation is outstanding, unpaid, or unperformed, notwithstanding any termination of this Agreement or any other Loan Document. All agreements, representations, warranties, and covenants made herein by Borrower shall survive any bankruptcy or other insolvency proceedings involving Borrower. Whenever in this Agreement or any other Loan Document there is reference made to any of the parties hereto or thereto, such reference shall be deemed to include, wherever applicable, a reference to the successors and permitted assigns of Borrower and any of its Affiliates, and the participants, successors and assigns of Lender, and all agreements, representations, warranties, and covenants in this Agreement or any other Loan Document shall be binding upon and shall inure to the benefit of, and be enforceable by, said participants, successors and assigns. To the extent permitted by law, Borrower waives and will not assert against any assignee or participant any claims, defenses or set offs which Borrower could assert against Lender.

7.11 Indemnification and Limitation of Consequential Damages.

In addition to its obligation to pay Lender's costs and expenses under the terms of this Agreement, Borrower hereby agrees to indemnify, defend and hold harmless Lender and each of its Affiliates and successors and assigns, and all of their present and future owners, directors, managers, officers, employees, attorneys and agents (each an "Indemnified Person") for, from and against (collectively, the "Indemnified Matters"): any and all liabilities, losses, damages (including contract, tort, and equitable claims), penalties, judgments, suits, claims, costs and expenses of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel) arising from, based on or in any way relating to any Loan Document or the transactions contemplated in the Loan Documents and any other investigative, administrative or judicial proceedings. If any investigative, judicial or administrative proceedings brought against any Indemnified Person, then, at Borrower's sole cost and expense, Lender shall have sole and complete control of the defense of any such claims and is hereby given authority to settle or otherwise compromise any such claims as Lender in good faith determines shall be in its best interests. All indemnification amounts owing by Borrower under or pursuant to this Agreement, including all expenses, out-of-pocket costs, reasonable attorneys' fees and other legal expenses, shall be due and payable upon demand. If this agreement to indemnify is held to be unenforceable because it violates any law or public policy, Borrower shall nevertheless make the maximum contribution to the payment and satisfaction of each of the Indemnified Matters to the extent permissible under applicable law. Borrower's obligations under this Section shall survive the termination of this Agreement and the discharge of Borrower's other obligations under this Agreement or any other Loan Document. In no event shall Lender or any of its affiliates, or any employees, representatives, agents or attorneys or any of them be liable to Borrower or to any Guarantor for any consequential, incidental, special, punitive, exemplary or other indirect losses or damages, arising out of, based on or in any way related to any Loan Document or the transactions contemplated by the Loan Documents, regardless of the legal basis for any such claim, and Borrower hereby releases Lender therefrom.

7.12 Revival Clause.

If the incurring of any debt by Borrower or the payment of any money or transfer of property to Lender by or on behalf of Borrower or any Guarantor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively, "voidable transfers"), including fraudulent conveyances or preferential transfers under the Bankruptcy Code or any other federal or state law, and Lender is required to repay or restore any such voidable transfers or the amount or any portion thereof, or upon the advice of Lender's legal counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys' fees of Lender related thereto, the liability of each of Borrower and each Guarantor shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made. The obligations under this Section shall survive the termination of this Agreement and the other Loan Documents.

7.13 Jury Trial Waiver, Exclusive Jurisdiction.

EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, DISPUTE, CONTROVERSY, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR IN TORT, AT LAW OR IN EQUITY, ARISING OUT OF, BASED ON OR IN ANY WAY RELATED TO

ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS. BORROWER ACKNOWLEDGES THAT, BY EXECUTION AND DELIVERY OF THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT, BORROWER HAS TRANSACTED BUSINESS IN THE STATE OF NORTH CAROLINA AND, EXCEPT TO THE EXTENT THAT THE BANKRUPTCY COURT HAS EXCLUSIVE JURISDICTION OVER ANY SUCH ACTION, PROCEEDING, SUIT, DISPUTE, CONTROVERSY, CLAIM OR COUNTERCLAIM. BORROWER HEREBY VOLUNTARILY SUBMITS TO, CONSENTS TO, AND WAIVES ANY DEFENSE TO THE JURISDICTION OF COURTS LOCATED IN THE STATE OF NORTH CAROLINA AS TO ALL MATTERS ARISING OUT OF, BASED ON OR IN ANY WAY RELATED TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS EXCEPT TO THE EXTENT THAT THE BANKRUPTCY COURT HAS EXCLUSIVE JURISDICTION. EXCEPT AS EXPRESSLY AGREED IN WRITING BY LENDER OR TO THE EXTENT THAT THE BANKRUPTCY COURT HAS EXCLUSIVE JURISDICTION, THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NORTH CAROLINA SHALL HAVE JURISDICTION OF ANY AND ALL ACTIONS, PROCEEDINGS, SUITS, DISPUTES, CONTROVERSIES, CLAIMS AND COUNTERCLAIMS ARISING OUT OF, BASED ON OR IN ANY WAY RELATED TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS. NO PROCEEDING, SUIT, DISPUTE, CONTROVERSY, CLAIM, COUNTERCLAIM, ALTERNATIVE DISPUTE RESOLUTION OR ANY OTHER ACTION ARISING OUT OF, BASED ON OR IN ANY WAY RELATED TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS MAY BE COMMENCED OR PROSECUTED IN ANY OTHER FORUM, EXCEPT AS EXPRESSLY AGREED IN WRITING BY LENDER OR IN AN ACTION BY LENDER TO RECOVER COLLATERAL LOCATED IN ANOTHER JURISDICTION. BORROWER FURTHER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, PROCEEDING, SUIT, DISPUTE, CONTROVERSY, CLAIM OR COUNTER CLAIM SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

7.14 Notices.

All notices required to be given to any party other than to Lender under any of the Loan Documents shall be deemed given upon the first to occur of (a) transmittal by electronic means, including facsimile or email, to a receiver under the control of such party; (b) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (c) actual receipt by such party or an employee or agent of such party. All notices given to Lender under any of the Loan Documents (including any request for an accounting under Section 9-210 of the UCC) shall be deemed given upon actual receipt by a responsible officer of Lender. For the purposes hereof, notices under any of the Loan Documents shall be sent to the addresses as shown below on signature blocks for the Parties or to such other addresses as each such party may in writing hereafter indicate.

7.15 Duplicate Originals; Execution.

This Agreement may be executed in several counterparts, without the requirement that each party sign each counterpart. Each of such counterparts shall be an original, but all counterparts together shall constitute one and the same agreement. Delivery of an executed copy of this Agreement by electronic means such as facsimile transmission (fax) or email shall constitute valid and binding delivery of the same as if an original had been delivered. Each document, which is the subject of this Agreement, that a party has transmitted electronically to the other shall be intended as and constitute an original and deemed to contain a valid signature of the party for all purposes acknowledging, consenting to, authorizing and approving the terms of this Agreement or any subject matter applicable thereto. Borrower hereby authorizes Lender to regard Borrower's printed name or electronic approval for any document, agreement, assignment schedule or invoice as the equivalent of a manual signature by one of the Borrower's authorized officers or agents. Lender may rely upon, and assume the authenticity of, any such approval and material applicable to such approval as the duly confirmed, authorized and approved signature of Borrower by the person approving same which constitute an authenticated record for purposes of the UCC and shall satisfy the requirements of any applicable statute of frauds.

8. Additional Provisions.

8.1 Time of Essence.

Time is of the essence of this Agreement.

8.2 Further Documents.

Borrower will from time to time execute, deliver, endorse and authorize the filing of any instruments, documents, conveyances, assignments, security agreements, financing statements, control agreements and other agreements that Lender may reasonably request or cause Lender's name to be noted as secured party on any certificate of title for titled Equipment in order to secure, protect, perfect or enforce Lender's security interest in any Collateral or Lender's rights under any Loan Document (but any failure to request or assure that Borrower executes, delivers, endorses or authorizes the filing of any such item shall not affect or impair the validity, sufficiency or enforceability of any Loan Document or Lender's security interest in Collateral, regardless of whether any such item was or was not executed, delivered or endorsed in a similar context or on a prior occasion).

8.3 Sharing of Information; Confidentiality.

Lender may share any information that it may have regarding Borrower and its Affiliates with its accountants, lawyers, field examiners and other advisors, credit reporting agencies, and with any regulatory agency having jurisdiction over Lender, with each of its Affiliates and with any Guarantor.

8.4 Integrated Agreement and Subsequent Amendment.

This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter of this Agreement and supersedes all prior agreements, whether oral or evidenced in a writing. No amendment or modification of any Loan Document, or consent to or waiver of any Event of Default, or consent to or waiver of the application of any covenant or representation set forth in any of the Loan Documents, or any release of Lender's security interest in any Collateral, shall be effective unless it has been agreed to by Lender in a writing. BORROWER IS NOTIFIED THAT THE LOAN DOCUMENTS ARE A FINAL EXPRESSION OF THE AGREEMENT AMONG LENDER, BORROWER AND THE OTHER PARTIES THERETO AND THE LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

IN WITNESS WHEREOF, the parties do hereby witnesseth the same as of the date first set forth above.

LENDER AND LENDER PRINCIPAL PLACE OF BUSINESS FOR NOTICES:
Commercial Funding Inc.

By: ____________________________________
Name:_James Baugh_
Title: :Senior Vice President

170 S. Main, Suite 1450
Salt Lake City, UT 84101
Attn: :James Baugh

BORROWER AND BORROWER PRINCIPAL PLACE OF BUSINESS FOR NOTICES:

BORROWER:
Warrior Technologies, LLC

By: ____________________________________

Name: Herman Hubert Wommack III
Title: Manager

400 W. Illinois Ave., Ste. 1120
Midland, TX 79701

[TBD]/2026

Attn: Accounts Payable

Re: Warrior Technologies, LLC

Dear Sir/Madam:

Warrior Technologies LLC, is glad to announce that we have entered into a financing relationship with Commercial Funding, Inc. (CFI). This arrangement will allow us to serve you better. As part of the financing relationship, we have granted CFI a security interest in our accounts receivable and all payments should be sent as follows:

Check should be sent directly to:
Warrior Technologies, LLC
P.O. Box 208670
Dallas, TX 75320-8670

Any payments by wire or ACH should be sent directly to:
Bank: Wells Fargo Bank, NA
Beneficiary Name: Commercial Funding, Inc.
ABA Number:
Account Number: 7563
FBO: Warrior Technologies, LLC

Please do not send any payments to our corporate offices as this will slow down our recognition of your payments. If you have any questions regarding this letter please reach out to us at our corporate office.

Very Truly Yours,

Warrior Technologies, LLC

By:______________________
Its:______________________

Exhibit E

Budget

Warrior Technologies, LLC (dba Lobo Trucking)

13-Week DIP Cash Flow Forecast — Prepared for CFI (DIP Lender)

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	13-Wk Total
Line Item	**5/18/2026**	**5/25/2026**	**6/1/2026**	**6/8/2026**	**6/15/2026**	**6/22/2026**	**6/29/2026**	**7/6/2026**	**7/13/2026**	**7/20/2026**	**7/27/2026**	**8/3/2026**	**8/10/2026**	**Total**
1. REVENUE PROJECTIONS/CASH INFLOWS														
1. Revenue (Sales) — With Projects	$ 950,000	$ 813,835	$ 943,000	$ 1,077,250	$ 1,107,500	$ 1,037,500	$ 1,130,750	$ 1,155,750	$ 1,187,500	$ 1,245,250	$ 1,268,250	$ 1,221,500	$ 1,239,750	$ 14,377,835
Total Cash Inflows	**$ 950,000**	**$ 813,835**	**$ 943,000**	**$ 1,077,250**	**$ 1,107,500**	**$ 1,037,500**	**$ 1,130,750**	**$ 1,155,750**	**$ 1,187,500**	**$ 1,245,250**	**$ 1,268,250**	**$ 1,221,500**	**$ 1,239,750**	**$ 14,377,835**
CASH OUTFLOWS														
2. RECURRING PAYMENTS														
Payroll	-	980,000	-	980,000	-	980,000	-	980,000	-	980,000	-	980,000	-	5,880,000
Benefits	-	-	-	245,341	-	-	-	245,341	-	-	-	-	245,341	736,024
Rents	-	-	121,292	-	-	-	121,292	-	-	-	121,292	-	-	363,875
Utilities	7,318	1,819	4,229	3,792	9,215	1,754	2,856	5,527	8,767	2,709	2,819	2,793	6,710	60,309
Fuel	100,000	85,667	99,263	113,395	116,579	109,211	119,026	121,658	125,000	131,079	133,500	128,579	130,500	1,513,456
Credit Cards	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	487,500
Insurance	-	-	-	357,664	-	-	-	1,318,500	-	-	-	-	452,504	2,128,668
Sales Tax	150,000	-	-	-	150,000	-	-	-	-	150,000	-	-	-	450,000
Professional Fees	-	20,000	-	-	-	20,000	-	-	-	20,000	-	-	-	60,000
Other Operating	-	-	18,608	13,402	13,236	-	18,608	13,402	13,236	-	-	18,608	26,638	135,739
Critical Vendor AP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	200,000	-	-	-	200,000	-	-	-	200,000	-	-	600,000
Total Recurring Payments	**294,818**	**1,124,986**	**480,892**	**1,751,095**	**326,530**	**1,148,465**	**499,282**	**2,721,928**	**184,503**	**1,321,288**	**495,111**	**1,167,480**	**899,194**	**12,415,571**
3. CRITICAL VENDOR A/P PAYDOWN														
Parts, Equipment & Materials	37,057	37,057	37,057	37,057	37,057	37,057	37,057	37,057	37,057	37,057	-	-	-	370,573
Truck Repairs	995	208,903	497	497	497	497	497	497	497	497	-	-	-	213,876
Uniforms	17,300	17,300	17,300	17,300	17,300	17,300	17,300	17,300	17,300	17,300	-	-	-	173,002
Safety, Compliance & Medical	17,559	17,559	17,559	17,559	17,559	17,559	17,559	17,559	17,559	17,559	-	-	-	175,590
Fuel & Utilities	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	3,847	-	-	-	38,468
Professional & Advisory	8,409	8,409	8,409	8,409	8,409	8,409	8,409	8,409	8,409	8,409	-	-	-	84,088
IT, Software & Telecom	7,784	7,784	7,784	7,784	7,784	7,784	7,784	7,784	7,784	7,784	-	-	-	77,842
Water Disposal & SWD	4,214	4,214	4,214	4,214	4,214	4,214	4,214	4,214	4,214	4,214	-	-	-	42,141
Land, Lease & Royalties	10,545	10,545	10,545	10,545	10,545	10,545	10,545	10,545	10,545	10,545	-	-	-	105,452
Other / Miscellaneous	939	939	939	939	939	939	939	939	939	939	-	-	-	9,387
Environmental & Waste	19,950	19,950	19,950	19,950	19,950	19,950	19,950	19,950	19,950	19,950	-	-	-	199,502
Insurance & Benefits	602,784													602,784
Total Past Due Vendor Payments	**731,383**	**336,507**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**128,102**	**-**	**-**	**-**	**2,092,705**
4. CURRENT VENDOR WEEKLY SPEND														
Freshwater/SWD/Disposal	62,000	53,113	61,543	70,305	72,279	67,711	73,796	75,428	77,500	81,269	82,770	79,719	80,910	**938,343**
Propane	3,000	2,570	2,978	3,402	3,497	3,276	3,571	3,650	3,750	3,932	4,005	3,857	3,915	**45,404**
Equipment Rental	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	**130,000**
Safety Expenses	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	**39,000**
Supplies	15,000	12,850	14,889	17,009	17,487	16,382	17,854	18,249	18,750	19,662	20,025	19,287	19,575	**227,018**
Vehicle Maintenance/Repairs	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	**260,000**
Uniforms	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	**182,000**
Tires	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	**162,500**
Advertising	500	500	500	500	500	500	500	500	500	500	500	500	500	**6,500**
IT Outsourcing	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	**52,000**
Contract labor	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	**91,000**
Total Weekly Vendor Spend	**151,000**	**139,533**	**150,411**	**161,716**	**164,263**	**158,368**	**166,221**	**168,326**	**171,000**	**175,863**	**177,800**	**173,863**	**175,400**	**2,133,765**
5. CHAPTER 11 / BANKRUPTCY EXPENSES														
Utility Deposit (50% of avg monthly)	9,500	-	-	-	-	-	-	-	-	-	-	-	-	9,500
Trustee Fees	-	-	-	-	-	-	-	-	-	77,000	-	-	-	77,000
Case Related Expenses (Professional Fees)	185,000	70,000	70,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	925,000
CFI DIP Facility Annual Fee	180,000	-	-	-	-	-	-	-	-	-	-	-	-	180,000
CFI DIP Facility Administration Fee	-	36,812	-	-	-	-	36,812	-	-	-	36,812	-	-	110,435
CFI DIP Interest Expense	-	$112,030	-	-	-	-	$112,030	-	-	-	$112,030	-	-	336,089
CFI Facility Unused Line Fee	-	$4,913	-	-	-	-	$4,913	-	-	-	$4,913	-	-	14,739
CCG DIP Interest Expense	-	5,431	-	-	-	-	21,485	-	-	-	36,897	-	-	63,813
Total Chapter 11 / Bankruptcy Expenses	**374,500**	**229,185**	**70,000**	**60,000**	**60,000**	**60,000**	**235,239**	**60,000**	**60,000**	**137,000**	**250,652**	**60,000**	**60,000**	**1,716,576**

6. CASH SUMMARY

Total Cash Outflows	**1,551,701**	**1,830,212**	**829,405**	**2,100,912**	**678,895**	**1,494,935**	**1,028,844**	**3,078,356**	**543,605**	**1,762,253**	**923,562**	**1,401,343**	**1,134,594**	**18,358,617**
Net Operating Cash Flow (pre-financing)	**(601,701)**	**(1,016,377)**	**113,595**	**(1,023,662)**	**428,605**	**(457,435)**	**101,906**	**(1,922,606)**	**643,895**	**(517,003)**	**344,688**	**(179,843)**	**105,156**	**(3,980,782)**
Beginning Cash Balance	50,000	100,000	100,000	213,595	100,000	528,605	100,000	201,906	100,000	743,895	226,893	571,580	391,738	
Cash Available Before DIP Draw	***(551,701)***	***(916,377)***	***213,595***	***(810,067)***	***528,605***	***71,169***	***201,906***	***(1,720,700)***	***743,895***	***226,893***	***571,580***	***391,738***	***496,894***	
Minimum Cash Required (covenant)	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Cash Shortfall vs. Minimum	651,701	1,016,377	-	910,067	-	28,831	-	1,820,700	-	-	-	-	-	
DIP Draw (capped at capacity)	651,701	1,016,377	-	910,067	-	28,831	-	1,820,700	-	-	-	-	-	4,427,676
Cumulative DIP Drawn	**651,701**	**1,668,078**	**1,668,078**	**2,578,145**	**2,578,145**	**2,606,976**	**2,606,976**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**	**4,427,676**
Remaining DIP Capacity	**4,948,299**	**3,931,922**	**3,931,922**	**3,021,855**	**3,021,855**	**2,993,024**	**2,993,024**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**	**1,172,324**
Ending Cash Balance	**100,000**	**100,000**	**213,595**	**100,000**	**528,605**	**100,000**	**201,906**	**100,000**	**743,895**	**226,893**	**571,580**	**391,738**	**496,894**	**496,894**