

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Dynamic Aerostructures LLC, *et al.*,
Debtors.¹

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

Related Docket Nos. 14 and 65

NOTICE OF FILING OF PROPOSED FORM OF FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION SENIOR SECURED FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL ON A LIMITED BASIS, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING THE AUTOMATIC STAY AND (VI) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE THAT on February 26, 2025, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Senior Secured Financing, (II) Authorizing the Debtors to Use Cash Collateral on a Limited Basis, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 14] (the “**Motion**”).

PLEASE TAKE NOTICE THAT on February 28, 2025, this Court entered the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Senior Secured Financing, (II) Authorizing the Debtors to Use Cash Collateral on a Limited Basis, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 65] (the “**Interim DIP Order**”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Dynamic Aerostructures LLC (3076); Dynamic Aerostructures Intermediate LLC (9800); and Forrest Machining LLC (3421). The Debtors' service address is 27756 Avenue Mentry, Valencia, California 91355.



PLEASE TAKE FURTHER NOTICE THAT attached hereto as **Exhibit A** is a proposed form of *Final Order (I) Authorizing the Debtors to Obtain Postpetition Senior Secured Financing, (II) Authorizing the Debtors to Use Cash Collateral on a Limited Basis, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay and (VI) Granting Related Relief.*

Dated: March 19, 2025

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

Robert A. Weber (I.D. No. 4013)

Mark L. Desgrosseilliers (No. 4083)

Hercules Plaza

1313 North Market Street, Suite 5400

Wilmington, Delaware 19801

Telephone: (302) 295-0192

weber@chipmanbrown.com

desgross@chipmanbrown.com

-and-

CHIPMAN BROWN CICERO & COLE, LLP

Daniel G. Egan (admitted *pro hac vice*)

501 5th Ave. 15th Floor

New York, New York 10017

Telephone: (646) 741-5529

egan@chipmanbrown.com

-and-

ROPES & GRAY LLP

Gregg M. Galardi (No. 2991)

1211 Avenue of the Americas

New York, New York 10036

Telephone: (212) 596-9000

Facsimile: (212) 596-9090

gregg.galardi@ropesgray.com

Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Dynamic Aerostructures LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

Related Docket Nos. 14, 65, ____

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION
SENIOR SECURED FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH
COLLATERAL ON A LIMITED BASIS, (III) GRANTING LIENS AND PROVIDING
SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING
ADEQUATE PROTECTION, (V) MODIFYING THE AUTOMATIC STAY AND (VI)
GRANTING RELATED RELIEF**

This matter came before this Court on a final basis on March 25, 2025 at 11:00 AM (Eastern Time) (the “Final Hearing”)² upon the motion dated February 26, 2025 [Docket No. 7] (the “Motion”) of Dynamic Aerostructures LLC and its affiliated debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors” or the “Company”) in the above-captioned, jointly administered chapter 11 cases (the “Chapter 11 Cases”), seeking entry of a final order (this “Final Order”)³ pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d), 364(e), 503, 507, and 552 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Dynamic Aerostructures LLC (3076); Dynamic Aerostructures Intermediate LLC (9800); and Forrest Machining LLC (3421). The Debtors’ service address is 27756 Avenue Mentry, Valencia, California 91355.

² Capitalized terms used in this Final Order but not defined herein shall have the meanings given to them in the DIP Term Sheet (as defined below) or the Motion.

³ On February 28, 2025, the Court entered the Interim Order approving the DIP Facility, including the DIP Term Sheet on an interim basis and authorizing the Debtor to borrow up to \$4,000,000 upon the entry of the Interim Order. *See Docket No. 14.*

(the “Bankruptcy Rules”), and Rules 2002-1, 4001-2 and 9013-1 of the Local Rules (the “Local Rules”) of the United States Bankruptcy Court for the District of Delaware (the “Court”), *inter alia*:

(i) authorizing the Debtors to obtain senior secured postpetition financing on a superpriority basis (the “DIP Facility” and the loans thereunder, the “DIP Loans”) consisting of a multiple draw term loan facility in the aggregate principal amount of up to \$12,500,000 consisting of up to \$4,000,000 in commitments available upon entry of the Interim Order (the “Interim Amount”), and (i) up to additional \$7,750,000 in commitments to be made available upon entry of this Final Order and (ii) up to an additional \$750,000 in the sole discretion of the DIP Lender (clauses (i) and (ii), the “Final Amount”), in each case, pursuant to the terms and conditions of this Final Order, the Approved Budget (as defined below), and that certain term sheet attached hereto as **Exhibit A** (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “DIP Term Sheet”), by and among the Debtors, as borrowers, and CRG Financial LLC, as DIP Lender, and as agreed to by the Prepetition Agent (as defined below);

(ii) approving the terms of and authorizing the Debtors to enter into and perform under the DIP Term Sheet and any other agreements, instruments, and documents related thereto or in connection therewith (collectively, the “DIP Documents”), which shall be on terms consistent with the terms set forth in the DIP Term Sheet and otherwise in form and substance acceptable to the DIP Lender (or as otherwise provided in the DIP Term Sheet), and to perform such other acts as may be necessary or desirable in connection with the DIP Term Sheet;

(iii) authorizing the Debtors to enter into the DIP Term Sheet and to incur all obligations under the DIP Term Sheet and any other DIP Documents to the DIP Lender and the Prepetition Agent, as applicable (collectively, the “DIP Obligations”), and (a) granting the DIP Lender allowed superpriority administrative expense claim status in the Chapter 11 Cases and any Successor Case (as defined below), subject only to the Carve-Out and the Prepetition Agent Carve-Out (each as defined below), and (b) granting the Prepetition Loan Parties (as defined below) the rights and protections provided herein.

(iv) subject to the terms of this Final Order, granting to the DIP Lender automatically perfected security interests in and priming liens on all of the DIP Collateral (as defined below), including, without limitation, all property constituting “cash collateral” as such term is defined in section 363(a) of the Bankruptcy Code (including, without limitation, all cash and cash equivalents and other amounts from time to time on deposit or maintained by the Debtors in any deposit or securities account or accounts as of the Petition Date (as defined below)) and any cash or cash equivalents received by the Debtors after the Petition Date as proceeds of the Prepetition Collateral (as defined below) (collectively, “Cash Collateral”);

(v) authorizing the Debtors to use proceeds of the DIP Facility and Cash Collateral to: (a) provide financing for working capital and other general corporate purposes, including for bankruptcy-related costs and expenses, all to the extent provided in, and in accordance with, the Approved Budget, this Final Order, and the DIP Term Sheet; (b) make permitted adequate protection payments, as described below; (c) pay the principal, interest, fees, expenses, and other

amounts payable and reimbursable under the DIP Term Sheet, any other DIP Documents or this Final Order as such become due, including, without limitation, the DIP Fees, the fees and expenses of the DIP Professionals (as defined below), the Prepetition Agent Professional Fees (defined below); and (d) any other purposes agreed upon in the DIP Term Sheet or any other DIP Documents, in each case solely in accordance with the Approved Budget, this Final Order, DIP Term Sheet or any other DIP Documents;

(vi) authorizing the Debtors to use the Prepetition Collateral (as defined below), including the Cash Collateral, on a final basis in accordance with both the Approved Budget and the DIP Term Sheet or any other DIP Documents, and providing, among other things, adequate protection to the Prepetition Lenders (as defined below) for any Diminution (as defined below) of their interests in the Prepetition Collateral, including the Cash Collateral;

(vii) modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Term Sheet or any other DIP Documents and this Final Order;

(viii) authorizing the DIP Lender, upon the occurrence of an Event of Default (as defined below) and subject to all applicable notice periods, to: (a) terminate the funding obligations under the DIP Term Sheet or any other DIP Documents in accordance with their terms; (b) declare the DIP Obligations to be immediately due and payable in full in cash, to the extent permitted by the terms thereof; and (c) subject to this Final Order, be granted relief from the automatic stay to foreclose on the DIP Liens and DIP Collateral;

(ix) approving the stipulations in paragraph G of this Final Order by the Debtors with respect to the Prepetition Loan Documents and the liens and security interests arising therefrom subject to the Challenge Period described in paragraph 41 hereof;

(x) authorizing payment of the DIP Fees and the Adequate Protection Payments (as defined below);

(xi) waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Final Order and providing for the immediate effectiveness of this Final Order; and

(xii) granting related relief.

The Court having considered the Motion, the exhibits attached thereto, the First Day Declaration, the DIP Term Sheet, all other DIP Documents, and the evidence submitted and arguments made at the interim hearing (the “Interim Hearing”) and final hearing (the “Final Hearing” and collectively the “Hearings”); and all objections and other responses, if any, to the final relief requested in the Motion having been withdrawn, resolved or overruled by the Court;

and it appearing that approval of the final relief requested in the Motion is fair and reasonable and in the best interests of the Debtors, their estates (the “Estates”) and all parties-in-interest, and is essential for the continued operation of the Debtors’ businesses and the preservation of the value of the Debtors’ assets; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the Debtors’ entry into the DIP Term Sheet and the other DIP Documents is a sound and prudent exercise of the Debtors’ business judgment; and the Court having entered the Interim Order; and after due deliberation and consideration thereon, and good and sufficient cause appearing therefor;

Based upon the record established at the Hearings, the Court makes the following findings of fact and conclusions of law:⁴

A. Disposition. The relief requested in the Motion is granted on a final basis in accordance with the terms of this Final Order. Any objections to the Motion with respect to the entry of this Final Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits. This Final Order shall

⁴ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

become effective immediately upon its entry and any applicable stay (including under Bankruptcy Rule 6004) is waived to permit such effectiveness.

B. Petition Date. On February 26, 2025 (the “Petition Date”), the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court.

C. Debtors in Possession. The Debtors are operating their businesses and properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the date hereof, no trustee or examiner has been appointed.

D. Jurisdiction and Venue. This Court has jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and the proceedings on the Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief sought in the Motion are sections 105, 361, 362, 363, 364, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and the Local Rules.

E. Committee. As of the date hereof, no statutory committee has been appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a “Committee”).

F. Notice. Upon the record presented to the Court at the Hearings, and under the exigent circumstances set forth in the Motion, notice of the Motion and the relief requested thereby and this Final Order has been provided in accordance with Bankruptcy Rules 4001(b) and 4001(c)(1) to: (a) the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”); (b) entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the DIP Lender, (i) King & Spalding LLP, (Attn: Michael

Fishel), and (ii) Young Conaway Stargatt & Taylor, LLP (Attn: Ken Enos); (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the state attorneys general for states in which the Debtors conducts business; (g) the United States Securities and Exchange Commission; (h) banks and financial institutions where the Debtors maintains accounts; (i) counsel to the Prepetition Lenders, (i) Katten Muchin Rosenman LLP (Attn: William Freeman and Michaela Crocker) and (ii) Womble Bond Dickinson (US) LLP (Attn: Matthew Ward); (j) any party that has asserted liens against any of the DIP Collateral and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). No other or further notice of, or hearing regarding, the entry of this Final Order and the relief set forth herein is necessary or required.

G. Debtors' Stipulations. Subject to paragraph 41 hereof: (i) each stipulation, release, admission, and agreement contained in this Final Order, including, without limitation, the Debtors' Stipulations (as defined below), shall be binding upon the Debtors, their Estates, all creditors and other parties-in-interest, and any successors thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for the Debtors) under all circumstances and for all purposes, and (ii) each of the Debtors, all creditors and other parties-in-interest are deemed to have irrevocably waived and relinquished all Challenges (as defined herein), whether timely or untimely filed, as of the Petition Date. Without prejudice to the rights of parties in interest as expressly set forth in paragraph 41 herein, each Debtor, in requesting the DIP Facility, and in exchange for and as a material inducement to the DIP Lender to provide the DIP Facility and to the Prepetition Loan Parties to provide their consent to the DIP Facility, on its own behalf and on behalf of its respective

Estate and all representatives of such Estate, admit, stipulate, acknowledge, and agree as follows (paragraphs G(i) through G(v) below are referred to, collectively, as the “Debtors’ Stipulations”):

- (i) Pursuant to that certain Loan and Security Agreement, dated as of July 30, 2021 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Prepetition Credit Agreement”, and collectively with all other agreements, instruments, and documents executed or delivered in connection therewith or otherwise evidencing or securing any Prepetition Obligations (as defined below), each as may be amended, restated, supplemented, or otherwise modified from time to time, the “Prepetition Loan Documents”), by and among (a) Dynamic Aerostructures Intermediate LLC, a Delaware limited liability company (the “Intermediate Holdco”) (b) Forrest Machining LLC, a California limited liability company (effective upon consummation of the Forrest Acquisition, “Borrower Agent”) (c) each other subsidiary or affiliate of Intermediate Holdco or Borrower Agent party to the Prepetition Loan Documents from time to time, together with the Borrower Agent, each a “Borrower” and collectively, “Borrowers”, (d) the financial institution party to the Prepetition Loan Documents from time to time as lenders (collectively, “Prepetition Lenders”), and (e) BMO Bank N.A., successor by merger to Bank of the West, as administrative agent, documentation agent, syndication agent, and collateral agent for the Prepetition Lenders (in such capacity, together with any successor and assigns in such capacity, the “Prepetition Agent”, and together with the Prepetition Lenders, the “Prepetition Loan Parties”), the Prepetition Lenders provided senior secured loans to the Borrowers (the “Prepetition Facility”).
- (ii) *Prepetition Obligations.* As of the Petition Date, the Debtors were indebted and liable to the Prepetition Loan Parties under the Prepetition Facility in the aggregate amount of not less than \$54,734,827.71 consisting of a (a) revolving loan facility (the “Prepetition Revolving Loans”) in an aggregate outstanding principal amount of \$12,500,000 plus (x) \$1,589,350.75 of interest and (y) \$287,499.94 of default rate interest; and (b) term loan facility (the “Prepetition Term Loans”) in the aggregate outstanding principal amount of \$35,123,999.00 plus (x) \$4,414,424.85 of interest and (y) \$819,553.17 default interest (the Prepetition Term Loans, together with the Prepetition Revolving Loans, the “Prepetition Loans”, together with accrued and unpaid interest, any fees, expenses and disbursements (including, without limitation, any accrued and unpaid attorneys’ fees, accountants’ fees, appraisers’ fees and financial advisors’ fees, and related expenses and disbursements), indemnification obligations, and other charges, amounts and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of the Debtors’ obligations in connection with the Prepetition Facility pursuant to the Prepetition Loan Documents, collectively, the “Prepetition Obligations”).

(iii) *Prepetition Liens and Prepetition Collateral.* As more fully set forth in the Prepetition Loan Documents, prior to the Petition Date, to secure the Prepetition Obligations, the Debtors granted to the Prepetition Agent for the benefit of the Prepetition Lenders and as security for the Prepetition Obligations a first priority security interest in and continuing lien (the “Prepetition Liens”) on the Collateral (as defined in the Prepetition Credit Agreement and as used herein, the “Prepetition Collateral”).

(iv) *Validity, Extent, Perfection and Priority of Prepetition Liens and Prepetition Obligations.* As of the Petition Date: (a) the Prepetition Liens on all of the Debtors’ right, title, and interest in the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Lenders for fair consideration and reasonably equivalent value; (b) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to certain liens senior by operation of law and otherwise permitted by the Prepetition Loan Documents (solely to the extent any such permitted liens (1) were in existence on the Petition Date, (2) are valid, unavoidable and properly perfected as of the Petition Date or perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, (3) are senior in priority to the Prepetition Obligations, (4) are permitted to be incurred as senior priority liens under the Prepetition Loan Documents, and (5) are expressly identified on Schedule 1 hereto, the “Prepetition Permitted Liens”); (c) the Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Loan Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature, whether arising at law or in equity, to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their Estates have no claims, objections, challenges, causes of action, and/or choses in action, including without limitation, avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Loan Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, consultants, directors, and employees arising out of, based upon or related to the Prepetition Facility; (f) the Debtors have waived, discharged, and released any right to, and are forever barred from bringing any, Challenge (as defined below), whether timely or untimely filed, to any of the Prepetition Obligations, the priority of the Prepetition Obligations, and the legality, validity, extent, and priority of the Prepetition Liens; (g) the Prepetition Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code; and (h) all or substantially all of the Debtors’ cash and cash equivalents, including cash on deposit in any account or accounts as of the

Petition Date, cash obtained at any time thereafter (including proceeds of the DIP Facility), securities or other property, wherever located, whether subject to control agreements or otherwise, whether as original collateral or proceeds of other Prepetition Collateral, constitutes Cash Collateral of the Prepetition Lenders.

- (v) *No Control*. None of the DIP Lender or Prepetition Loan Parties controls the Debtors or their properties or operations, has authority to determine the manner in which the Debtors' operations are conducted, or is a control person or insider (as defined in the Bankruptcy Code) of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Final Order, the DIP Facility, the DIP Liens, the DIP Obligations, the DIP Term Sheet or other DIP Documents, the Prepetition Facility, the Prepetition Liens, the Prepetition Obligations, the Prepetition Loan Documents, or the transactions contemplated hereunder or thereunder.

H. Releases. Subject to paragraph 41 hereof, each Debtor, on behalf of itself and its Estate (including any successor trustee or other estate representative in the Chapter 11 Cases and any Successor Case (as defined herein), and any party acting by, through, or under any Debtor or its Estate), hereby stipulates and agrees that it absolutely and unconditionally releases and forever and irrevocably discharges and acquits each of the DIP Lender, the Prepetition Loan Parties, and their respective affiliates and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof (collectively, the "Released Parties") from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, debts, accounts, contracts, disputes, liabilities, allegations, suits, controversies, proceedings, actions and causes of action arising prior to the date of this Final Order of any kind, nature or description, whether known or unknown, foreseen or unforeseen or liquidated or unliquidated, arising in law or equity or upon contract or tort or under any state or federal law or regulation or otherwise,

arising out of or related to (as applicable) the Prepetition Facility or any Prepetition Loan Documents, DIP Term Sheet or any other DIP Documents, the negotiation thereof, the transactions contemplated thereby, or the obligations owing and the financial obligations made thereunder, or otherwise related to any Debtors, in each case that any Debtor or its Estate at any time had, now has or may have, or that its successors or assigns hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Final Order. The Debtors further waive and release any defense, right of counterclaim, right of set-off, or deduction to the payment of the Prepetition Obligations that the Debtors may now have or may claim to have against the Prepetition Loan Parties, arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to this Court entering this Final Order.

I. Findings Regarding Postpetition Financing

(i) *Request for Postpetition Financing.* The Debtors seek authority to (a) enter into the DIP Facility on the terms described herein and in the DIP Term Sheet, and (b) use Cash Collateral on the terms described herein to administer its Chapter 11 Cases and fund their operations in accordance with the Approved Budget (as defined below), the DIP Term Sheet, and any other DIP Documents.

(ii) *Priming of the Prepetition Liens.* The priming of the Prepetition Liens on the Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Term Sheet and as further described below, will enable the Debtors to obtain the DIP Facility and to continue to operate their businesses for the benefit of their Estates and creditors, and the Debtors would not be able to obtain debtors-in-possession financing in a sufficient amount without the Court granting such priming liens. Consistent with the requirements of section 364(d) of the

Bankruptcy Code, the Prepetition Lenders shall receive adequate protection as set forth in this Final Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, against any post-petition diminution in value of the Prepetition Loan Parties respective liens and interests in the Prepetition Collateral (including Cash Collateral) resulting from, among other things, (i) the use, sale, or lease by the Debtors of such collateral, (ii) the market value decline of such collateral, (iii) the use of Cash Collateral by the Debtors, (iv) the imposition of the automatic stay, (v) the subordination of the Prepetition Liens and Prepetition Secured Obligations to the Carve-Out, the DIP Liens, and the DIP Obligations, in each case, as set forth in this Final Order, and (vi) any other act or omission which causes diminution in the value of their respective liens or interests in the Prepetition Collateral (including Cash Collateral) (collectively, “Diminution”).

(iii) *Need for Postpetition Financing and Use of Cash Collateral.* The Debtors have an immediate and critical need to obtain the financing pursuant to the DIP Facility and to continue to use the Prepetition Collateral (including Cash Collateral) in order to, among other things, (i) pay the fees, costs and expenses incurred in connection with the Chapter 11 Cases, (ii) fund any obligations benefitting from the Carve-Out, (iii) permit the orderly continuation of the operation of their businesses and sustain such operations through approval and consummation of the proposed sale of substantially all of its assets, (iv) maintain business relationships with customers, vendors and suppliers, (v) make payroll, and (vi) satisfy other working capital and operational needs. The incurrence of new debt under the DIP Term Sheet or any other DIP Documents and use of Cash Collateral is necessary and vital to the preservation and maintenance of the going concern value of the Debtors. The terms of the proposed financing are fair and reasonable, reflect the Debtors’ exercise of prudent business judgment, and are supported by reasonably equivalent value and fair consideration. The adequate protection provided in this Final

Order and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code.

(iv) *No Credit Available on More Favorable Terms.* The DIP Facility is the best source of debtor-in-possession financing available to the Debtors. Given their current financial condition, financing arrangements, capital structure, and the circumstances of the Chapter 11 Cases, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Lender on terms more favorable than the DIP Facility. Further, the Prepetition Lenders have consented to the Debtors incurring debtor-in-possession financing, the priming of the Prepetition Liens, and the use of their Cash Collateral, solely on the terms and subject to the conditions set forth in the DIP Term Sheet and this Final Order. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their Estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their Estates that is subject to a lien. Financing on a postpetition basis is not otherwise available without granting the DIP Lender: (1) perfected security interests in and liens on (each as provided herein) all of the Debtors' existing and after-acquired assets with the priorities set forth herein; (2) superpriority claims and priming liens to the extent set forth in this Final Order and the DIP Term Sheet; and (3) the other protections set forth in this Final Order.

(v) *Use of Cash Collateral and Proceeds of the DIP Facility.* As a condition to the Debtors' entry into the DIP Term Sheet, the extension of credit under any other DIP Documents, and the authorization to use Prepetition Collateral, including Cash Collateral, the Debtors have

agreed that Cash Collateral and the proceeds of the DIP Documents shall be used solely in accordance with the terms and conditions of this Final Order, the DIP Term Sheet and any other DIP Documents, and in accordance with the Approved Budget (as defined below), subject to Permitted Variances (as defined below).

(vi) *Application of Proceeds of Collateral.* As a condition to entry into the DIP Term Sheet, the extension of credit under any other DIP Documents and authorization to use Cash Collateral, the Debtors have agreed that, as of and commencing on the date of entry of this Final Order, the Debtors shall apply the proceeds of DIP Collateral in accordance with this Final Order, the Approved Budget, the DIP Term Sheet, and any other DIP Documents.

J. Adequate Protection. In exchange for their consent to (i) the priming of the Prepetition Liens by the DIP Liens and (ii) the use of Cash Collateral to the extent set forth in this Final Order, the Prepetition Lenders shall receive (1) adequate protection to the extent of any Diminution of their interests in the Prepetition Collateral, including Replacement Liens; (2) Adequate Protection Superpriority Claims (as defined below); (3) payment of the Adequate Protection Payments; and (4) funding of the Prepetition Agent Fee Reserve.

K. Good Faith of the Parties.

(i) *Willingness to Provide Financing.* The DIP Lender has committed to provide financing to the Debtors subject to: (a) entry of this Final Order; (b) approval of the terms and conditions of those set forth in the DIP Term Sheet and any other DIP Documents; (c) satisfaction of the closing conditions set forth in the DIP Term Sheet and any other DIP Documents; and (d) findings by this Court that the DIP Term Sheet is essential to the Debtors' Estate, that the DIP Lender is extending credit to the Debtors pursuant to the DIP Term Sheet in good faith, and that the DIP Lender's first priority secured claims, superpriority claims, security

interests and liens and other protections granted pursuant to this Final Order and the DIP Term Sheet or any other DIP Documents, in each case, will have the protections provided by section 364(e) of the Bankruptcy Code.

(ii) *Business Judgment and Good Faith Pursuant to Section 364(e).* Based on the Motion, the First Day Declaration, the DIP Declaration, and the record presented to the Court at the Hearings, (a) the terms of the financing embodied in the DIP Facility, including the fees, expenses, and other charges paid and to be paid thereunder or in connection therewith, (b) the adequate protection authorized by this Final Order and DIP Term Sheet and (c) the terms on which the Debtors may continue to use the Prepetition Collateral (including Cash Collateral), in each case pursuant to this Final Order, the DIP Term Sheet and any other DIP Documents, are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with its fiduciary duties, constitute reasonably equivalent value and fair consideration, and represent the best financing (and terms) available under the circumstances.

(iii) *Good Faith Pursuant to Section 364(e).* The terms and conditions of the DIP Term Sheet and the use of Cash Collateral were negotiated in good faith and at arm's length among the Debtors, the DIP Lender, and the Prepetition Loan Parties with the assistance and counsel of their respective advisors. Use of Cash Collateral and credit to be extended under the DIP Facility shall be deemed to have been allowed, advanced, made, and extended in good faith by the DIP Lender and the Prepetition Lenders within the meaning of section 364(e) of the Bankruptcy Code.

(iv) *Consent to DIP Term Sheet and Use of Cash Collateral.* The Prepetition Lenders have consented to the Debtors' use of Cash Collateral and the other Prepetition Collateral,

and the Debtors' entry into the DIP Term Sheet, solely in accordance with and subject to the terms and conditions in this Final Order and the DIP Term Sheet.

L. Good Cause. Good cause has been shown for immediate entry of this Final Order, and the entry of this Final Order is in the best interests of the Debtors, the Estates, and their stakeholders. Among other things, the relief granted herein will minimize disruption of the Debtors' businesses and permit the Debtors to fund payroll obligations, to pay amounts owed to vendors, suppliers, and landlords, and to satisfy other critical expenses, including the payment of premiums on insurance policies, and to pursue the sale of substantially all of its assets, each as necessary to maximize the value of the Estates and in accordance with the Approved Budget. The terms of the Debtors' DIP Facility, use of Cash Collateral, and proposed adequate protection arrangements, as set forth in this Final Order, are fair and reasonable under the circumstances, and reflect the Debtors' exercise of prudent business judgment.

M. Immediate Entry. Sufficient cause exists for immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and the applicable Local Rules.

N. N. As of March 13, 2025, FMI Holdco LLC acquired 100 hundred percent (100%) of the Prepetition Lenders' right, title and interest in the claims and outstanding loans and commitments owed under the Prepetition Loan Documents, now holds the Prepetition Loans, and is the successor to and holder of all of the Prepetition Lenders' rights, claims, benefits, and protections under this Final Order; provided, however, that the Prepetition Lenders retain the sole

and exclusive right to receive the Adequate Protection Payments pursuant to paragraph 13(c) of this Final Order.

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

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. On a final basis, the DIP Term Sheet and any other DIP Documents are authorized and approved, and the use of Cash Collateral is authorized, in each case, subject to the terms and conditions set forth in this Final Order. All objections to this Final Order to the extent not withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby denied and overruled on the merits. This Final Order shall become effective immediately upon its entry.

DIP Documents Authorization

2. Authorization of the DIP Financing. Effective as of the entry of the Interim Order, the Debtors were expressly authorized and empowered to enter into, execute, and deliver the DIP Term Sheet and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Final Order, the DIP Term Sheet or any other DIP Documents, and to execute, deliver, and perform under all instruments, certificates, agreements, and documents which may be required or necessary for the performance by the Debtors under the DIP Term Sheet and the creation and perfection of the DIP Liens and Replacement Liens described in and provided for by this Final Order, the DIP Term Sheet, and any other DIP Documents. Effective as of the entry of this Final Order, the Debtors are hereby authorized to pay, in accordance with this Final Order,

any principal, interest, fees, expenses, and other amounts described in the DIP Term Sheet and this Final Order, as such amounts become due and owing, without need to obtain further Court approval (except as otherwise provided herein or in the DIP Term Sheet) subject to and in accordance with the terms hereof and thereof, including, without limitation, the DIP Fees, the Adequate Protection Payment, the Prepetition Agent Fee Reserve, and the reasonable and documented fees and disbursements of King & Spalding LLP, Young Conaway Stargatt & Taylor, LLP, and any other DIP Professionals (as defined below), as set forth herein, in the DIP Term Sheet or any other DIP Documents, whether or not such professional fees and disbursements arose before or after the Petition Date and whether or not the transactions contemplated hereby are consummated, to implement all applicable reserves and to take any other actions that may be necessary or appropriate, all to the extent provided in this Final Order, the DIP Term Sheet or any other DIP Documents. Upon execution and delivery, the DIP Term Sheet shall represent legal, valid, and binding obligations of the Debtors, enforceable against the Debtors and their Estates in accordance with their terms. The manager, member, or officer of the Debtors acting individually is hereby authorized to execute and deliver each of the DIP Term Sheet and other DIP Documents, such execution and delivery to be conclusive evidence of such manager's, member's, or officer's respective authority to act in the name of and on behalf of the Debtors.

3. Authorization to Borrow. To enable the Debtors to continue to operate their businesses and preserve and maximize the value of their Estates, subject to the terms and conditions set forth in the DIP Term Sheet, any other DIP Documents and this Final Order, the Debtors were, pursuant to the Interim Order authorized to borrow the Interim Amount and are hereby authorized to borrow the Final Amount, subject to any limitations on, or conditions to, borrowing under the DIP Term Sheet, which borrowings shall be used solely for purposes

permitted under the DIP Term Sheet and any other DIP Documents, including, without limitation, to provide working capital for the Debtors and to pay interest, fees, costs, charges and expenses, in each case, in accordance with this Final Order, the DIP Term Sheet and any other DIP Documents, and the Approved Budget.

4. DIP Obligations. The DIP Term Sheet and this Final Order shall constitute and evidence the validity and binding effect of the Debtors' DIP Obligations. All DIP Obligations shall be enforceable against the Debtors, their Estates, and any successors thereto, including without limitation, any trustee appointed in the Chapter 11 Case, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of the Chapter 11 Case, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Case"). The DIP Obligations shall include all loans, guarantees, reimbursement obligations, and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by the Debtors to the DIP Lender or otherwise, including, without limitation, all principal, accrued interest, costs, charges, fees, expenses and other amounts under the DIP Term Sheet or any other DIP Documents. The Debtors shall be liable for the DIP Obligations. Except as otherwise set forth in this Final Order, the DIP Obligations shall become due and payable, without notice or demand, on the Termination Date (as defined below). No obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Term Sheet (including any DIP Obligation or DIP Lien) or any other DIP Documents, in each case, to the DIP Lender or the Prepetition Loan Parties, shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or

common law), or be subject to any disgorgement, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), claim, counterclaim, charge, assessment, cross-claim, defense, or any other liability or challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity for any reason.

5. DIP Collateral. To secure the DIP Obligations, effective as of entry of the Interim Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP Lender was granted (and such grant is hereby ratified and approved on a final basis) continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition first priority security interests in and liens on (collectively, the “DIP Liens”) the DIP Collateral, and all cash and non-cash proceeds, rents, profits, and offspring of DIP Collateral.⁵

6. DIP Liens. The DIP Liens securing the DIP Obligations are valid, automatically perfected, non-avoidable, senior in priority to the Prepetition Liens on the Prepetition Collateral and are superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral (whether currently existing or hereafter created), except that the DIP Liens shall be subject only to (i) the Carve-Out, (ii) the Prepetition Agent Carve-Out, and (iii) the Prepetition

⁵ “DIP Collateral” means: all property of the estate under section 541 of the Bankruptcy Code, including all real and personal property, whether now existing or hereafter arising and wherever located, tangible and intangible, of the Debtors, including: (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including all of the issued and outstanding capital stock of each of its subsidiaries), hedge agreements, real estate, furniture, fixtures, equipment (including documents of title), goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance, any funds that are clawed-back or other proceeds; (b) the proceeds of any avoidance actions brought pursuant to Chapter 5 of the Bankruptcy Code or applicable state law equivalents; (c) proceeds from the Debtors’ exercise of rights under section 506(c) and 550 of the Bankruptcy Code; (d) all Prepetition Collateral, (e) all property of the Debtors that was not otherwise subject to valid, perfected, enforceable and unavoidable liens on the Petition Date, and (f) all proceeds from the sale, assignment, or other disposition of (i) any real property, including leaseholds and (ii) the Debtors’ right to select, identify, and designate which commercial leases may be assumed and assigned under section 365 of the Bankruptcy Code.

Permitted Liens. Other than as set forth herein or in the DIP Term Sheet, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Case, and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Case, upon the conversion of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code (or in any other Successor Case), and/or upon the dismissal of the Chapter 11 Cases or any Successor Case. The DIP Liens shall not be subject to section 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of any Estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens.

7. DIP Superpriority Claims. Subject to the Carve-Out and the Prepetition Agent Carve-Out, effective as of entry of the Interim Order, the DIP Lender was granted (and such grant is hereby ratified and approved on a final basis), pursuant to section 364(c)(1) of the Bankruptcy Code, allowed superpriority administrative expense claims in the Chapter 11 Cases and any Successor Case (collectively, the “DIP Superpriority Claims”) for all DIP Obligations: (a) except as set forth herein (including with respect to the Carve-Out and the Prepetition Agent Carve-Out), with priority over any and all administrative expense claims and unsecured claims against the Debtors or their Estates in the Chapter 11 Cases and any Successor Case, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114, and any other provision of the Bankruptcy Code, as provided under section 364(c)(1) of the Bankruptcy Code; and (b) which shall at all times be senior to the rights of the Debtors and their Estates, and any successor trustee or other estate representative to the extent permitted by law.

8. No Obligation to Extend Credit. The DIP Lender shall have no obligation to make any loan or advance under the DIP Term Sheet unless all of the conditions precedent under the DIP Term Sheet and this Final Order have been satisfied in full or waived by the DIP Lender in its sole discretion in accordance with the terms of the DIP Term Sheet and any other DIP Documents.

9. Use of Proceeds of DIP Facility. From and after the Petition Date, the Debtors shall use advances of credit under the DIP Facility only for the purposes specifically set forth in this Final Order and the DIP Term Sheet, and only in compliance with the Approved Budget (subject to the Permitted Variances (as defined below)) and the terms and conditions in this Final Order and the DIP Term Sheet (a) to pay transaction costs, fees and expenses that are incurred in connection with the DIP Facility, including professional fees of the DIP Lender and the Prepetition Agent (b) to pay professional fees of the Debtors and their Estates, (c) for working capital and other general corporate purposes permitted by the DIP Term Sheet, the First Day Orders, and Second Day Orders.

10. No Monitoring Obligation. The DIP Lender shall have no obligation or responsibility to monitor the Debtors' use of the DIP Facility, and the DIP Lender may rely upon the Debtors' representation that the use of the DIP Facility at any time is in accordance with the requirements of this Final Order and the DIP Term Sheet and any other DIP Documents and in compliance with the Approved Budget.

Authorization to Use Cash Collateral

11. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Final Order, the DIP Term Sheet, and any other DIP Documents, and in accordance with the Approved Budget (subject to the Permitted Variances), the Debtors are authorized to use Cash Collateral until the expiration of the Remedies Notice Period (as defined below) following the

Termination Date. Nothing in this Final Order shall authorize the disposition of any assets of the Debtors outside the ordinary course of business, or the Debtors' use of any Cash Collateral or other proceeds resulting therefrom, except as expressly permitted by this Final Order and the DIP Term Sheet, and in accordance with the Approved Budget (subject to the Permitted Variances).

12. Consent of Prepetition Lenders. The Prepetition Lenders hereby consent to (a) the provisions of this Final Order including the Debtors' entry into the DIP Facility on a final basis, (b) the granting of the DIP Liens and DIP Superpriority Claims on the terms and subject to the conditions set forth herein (including the Carve-Out and the Prepetition Agent Carve-Out), and (c) the Approved Budget.

13. Adequate Protection for Prepetition Lenders. As adequate protection for any Diminution of the Prepetition Lenders' interest in the Prepetition Collateral, the Prepetition Agent shall receive, or has received, effective as of entry of the Interim Order, for the benefit of the Prepetition Lenders,

- (a) continuing valid, binding, enforceable, and perfected postpetition liens and replacement liens pursuant to sections 361, 363(e), and 364(d)(1) of the Bankruptcy Code on the DIP Collateral (the "Replacement Liens"), which shall be subject and subordinated only to the Carve-Out, the Prepetition Agent Carve-Out, the DIP Liens, and Prepetition Permitted Liens and which (x) shall otherwise be senior to all other security interests in, liens on, or claims against the DIP Collateral, and (y) shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Case and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Case, and shall not be subject to sections 510, 549, or 550 of the Bankruptcy Code;
- (b) administrative superpriority expense claims in the Chapter 11 Cases (the "Adequate Protection Superpriority Claims"), junior and subordinate only to the Carve-Out, the Prepetition Agent Carve-Out, the Prepetition Permitted Liens, and the DIP Obligations (including the DIP Superpriority Claims), pursuant to section 507(b) with priority over any and all other administrative expenses, administrative expense claims, and unsecured claims against the Debtors or their Estates, now existing or hereafter arising, of any kind or nature

whatsoever as to and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code;

(c) adequate protection payments totaling no more than \$750,000 (the “Adequate Protection Payments”) to be used to pay all fees and costs incurred by the Prepetition Agent and its professionals (the “Prepetition Agent Professional Fees”), payable as follows:

- (i) an adequate protection payment of \$500,000 payable from the proceeds of the DIP Facility to be used to pay Prepetition Agent Professional Fees incurred and owing prior to the Petition Date, which amount shall be funded into the Prepetition Agent Fee Reserve (defined below) within three (3) business days of entry of this Order; provided, however, that (a) such fees will only be payable as allowed pursuant to Paragraph 36 of this Order, and (b) if allowed Prepetition Agent Professional Fees outstanding as of the Petition Date are less than \$500,000, any excess adequate protection amount shall remain in the Prepetition Agent Fee Reserve and be used to pay Prepetition Agent Professional Fees incurred on or after the Petition Date and allowed pursuant to paragraph 36 of this Final Order; and
- (ii) an additional adequate protection payment of \$250,000 payable from the proceeds of the DIP Facility within five (5) business days of entry of the Final Order, to be funded into a segregated account established and used solely to hold and disburse the Adequate Protection Payments (the “Prepetition Agent Fee Reserve”).
- (iii) Funds transferred to the Prepetition Agent Fee Reserve shall be subject to the DIP Liens, DIP Superpriority Claims, Replacement Liens, and Adequate Protection Superpriority Claims granted hereunder solely to the extent of any amounts remaining in such account after indefeasible payment in full of all Prepetition Agent Professional Fees allowed pursuant to paragraph 36 of this Final Order.

For purposes of the Final Order, the term “Prepetition Agent Carve-Out” shall mean all Prepetition Agent Fees.

(d) subject to payment in full of all approved obligations to the DIP Lender, all net proceeds from any sale(s) of DIP Collateral or Prepetition Collateral to any third party, other than the credit bid portion of any bid by the DIP Lender, of no less than \$1.5 million; provided, however, that, in the event that the proceeds of any such sale(s) are less than \$1.5 million, the Prepetition Lenders’ remedy is to request additional adequate protection or object to the proposed sale, with all of the Debtors’ rights in such case expressly reserved.

Provisions Common to DIP Financing and Use of Cash Collateral

14. Amendment of the DIP Term Sheet. The Debtors and the DIP Lender may enter into one or more amendments, waivers, consents, or other modifications to and under the DIP Term Sheet and any other DIP Documents, in each case, in accordance with the terms of the applicable DIP Term Sheet and in such form as the Debtors and DIP Lender agree, in the DIP Lender's sole discretion, and no further approval of this Court shall be required for any amendment, waiver, consent, or other modification to and under the DIP Term Sheet (and any fees paid in connection therewith) or any other DIP Documents (and any fees paid in connection therewith) that does not materially and adversely affect the Debtors or which does not (i) shorten the maturity of the DIP Facility, (ii) increase the principal amount of or the rate of interest on the DIP Facility, (iii) change any event of default, add any covenants, or amend the covenants to be materially more restrictive, or (iv) materially affect the treatment provided to the Prepetition Agent or the Prepetition Lenders; provided, however, any such material amendment, waiver, consent, or other modification shall be (1) subject to further Court approval or, (2) in the case of material amendments affecting the treatment of the Prepetition Agent or the Prepetition Lenders, with the written consent of the Prepetition Agent. Copies of all amendments and modifications to and under the DIP Term Sheet, regardless of materiality, shall be provided to the U.S. Trustee, the Prepetition Agent, and the Committee, if any, prior to any such amendment or modification becoming effective and binding on the Debtors and their Estates. No consent to any such amendment, waiver, consent, or modification shall be implied by any action, inaction, or acquiescence of the DIP Lender.

15. Approved Budget.

(i) Attached to this Final Order as **Exhibit B** is a thirteen-week budget approved by the DIP Lender, which sets forth, among other things, projected cash receipts and cash disbursements (the “Approved Budget”). By no later than 5:00 P.M. (Eastern Time) on the Friday following the prior Budget’s approval, and by no later than 5:00 P.M. (Eastern Time) on the Friday every two weeks thereafter, or more frequently at the reasonable discretion of both the Borrowers and DIP Lender, with such updated Budget extending the term thereof and the DIP Lender, in its reasonable discretion, shall have the right to approve any such updates (or any amendments) after the delivery by the Borrowers of any such update or amendment (each such date, an “Updated Budget Delivery Date”), the Debtors shall deliver to the DIP Lender a thirteen-week cash flow forecast beginning with the week immediately preceding such Updated Budget Delivery Date (each, an “Updated Budget”), in form substantially consistent with the Approved Budget. If such Updated Budget is in form and substance satisfactory to the DIP Lender, and upon the approval in writing of any such Updated Budget by the DIP Lender, it shall become the “Approved Budget” for purposes of the DIP Term Sheet, any other DIP Documents and this Final Order. Any amendments, supplements, or modifications to the Approved Budget or an Approved Variance Report (as defined below) shall be subject to the prior written approval of the DIP Lender prior to the implementation thereof. Until any such Updated Budget, amendment, supplement, or modification has been approved in writing by the DIP Lender, the Debtors shall be subject to and be governed by the terms of the Approved Budget then in effect. Without limiting the foregoing in any respect, for informational purposes only, the Debtors shall prepare and deliver an Updated Budget to the DIP Lender by no later than 5:00 P.M. (Eastern Time) on every Friday after the second full calendar week after the Petition Date.

(ii) The Approved Budget is approved on a final basis. The proceeds of the DIP Facility and Cash Collateral under this Final Order shall be used by the Debtors strictly in accordance with the Approved Budget (subject to Permitted Variances), this Final Order, and the DIP Term Sheet.

(iii) Other than with respect to the Carve-Out and the Prepetition Agent Carve-Out, none of the DIP Lender's and the Prepetition Lenders' consent to, or acknowledgement of, the Approved Budget shall be construed as consent to use the proceeds of the DIP Facility beyond the Maturity Date or the Termination Date (as defined below), as applicable, or the use of Cash Collateral beyond the expiration of the Remedies Notice Period (as defined below) following the Termination Date, regardless of whether the aggregate funds shown on the Approved Budget have been expended.

(iv) Notwithstanding anything to the contrary herein, the Debtors shall pay the fees, costs and expenses of the (i) DIP Professionals (as defined below) in accordance with the DIP Term Sheet, this Final Order, and the Approved Budget and (ii) Prepetition Agent Professionals (as defined below) in accordance with the DIP Term Sheet and this Final Order without reference to the Approved Budget.

16. Budget Reporting and Testing. The Debtors shall at all times comply with the Approved Budget, subject to the Permitted Variances (as defined below). By no later than 5:00 P.M. (Eastern Time) on the Friday of the second full calendar week following the Petition Date (the "First Testing Date"), and no later than 5:00 P.M. (Eastern Time) on each Friday after the First Testing Date (together with the First Testing Date, each a "Testing Date"), the Debtors shall deliver to the DIP Lender, the Prepetition Agent, and Committee (if any) a variance report for the applicable Testing Period (as defined below) in form and detail acceptable to the DIP Lender (an

“Approved Variance Report”) showing comparisons of (a) actual cumulative cash receipts of the Debtors for such Testing Period compared to the projected cumulative cash receipts of the Debtors for such Testing Period as set forth in the Approved Budget (any such difference, a “Receipts Variance”) and (b) actual cumulative operating disbursements, capital expenditures, and non-operating disbursements (including professionals fees of the Debtors and the Committee, if any) of the Debtors on a cumulative basis for such Testing Period compared to the projected cumulative operating disbursements, capital expenditures, and non-operating disbursements (including professionals fees of the Debtors and the Committee, if any) of the Debtors on a cumulative basis for such Testing Period as set forth in the Approved Budget (any such difference, a “Disbursements Variance”). The term “Testing Period” means (i) with respect to receipts, the two-week period beginning on Sunday and ending on the Saturday immediately prior to the applicable Testing Date, and (ii) with respect to operating disbursements, capital expenditures, and non-operating disbursements (including professionals fees of the Debtors and the Committee, if any), the weekly period beginning on Sunday and ending on the Saturday immediately prior to the applicable Testing Date. Each Approved Variance Report shall indicate whether there has been any adverse Receipts Variance or Disbursements Variance that exceeds the Permitted Variance, in each case measured on a cumulative basis for the applicable Testing Period. A “Permitted Variance” shall be 15.0% and shall be determined, as of any Testing Date, as follows: the Debtors shall certify in each Approved Variance Report (I) the difference of (w) the Debtors’ actual cumulative cash receipts for the applicable Testing Period on a cumulative basis, *minus* (x) to the extent such amount is greater than \$0, the amount projected in the Approved Budget for each such line item for such Testing Period, and (II) the difference of (y) the Debtors’ actual cumulative operating disbursements, capital expenditures, and non-operating disbursements (including professionals

fees of the Debtors and the Committee, if any) for the applicable Testing Period on a cumulative basis, *minus* (z) to the extent such amount is greater than \$0, the amount projected in the Approved Budget for each such line item for such Testing Period. To the extent that the Debtors' actual operating disbursements, capital expenditures, and/or non-operating disbursements (including professionals fees of the Debtors and the Committee, if any) for the Testing Period exceeds the projected disbursements for any corresponding line item within the Approved Budget for the applicable Testing Period by more than 15.0% for any Testing Period, an Event of Default shall have occurred. An Event of Default shall also have occurred if the Debtors' projected cumulative cash receipts for the Testing Period as set forth in the Approved Budget exceeds the Debtors' actual cumulative cash receipts for such Testing Period by more than 15.0% for any Testing Period.

17. Additional Reporting. From and after the Petition Date through the Maturity Date, not later than 5:00 p.m. (Eastern Time) on or before the fifth business day after the end of each calendar month, the Debtors shall deliver to the DIP Lender and the Prepetition Agent (x) any reporting documents pursuant to the Prepetition Credit Agreement and (y) any other documents as the DIP Lender or the Prepetition Agent, as applicable, may request. The DIP Lender shall have rights consistent with the Prepetition Credit Agreement to request updated appraisals and field examinations during the Chapter 11 Case. The Debtors shall also make the Debtors' professionals reasonably available upon reasonable notice for telephonic or virtual meetings to update the DIP Lender and the DIP Professionals, as well as the Prepetition Agent and the Prepetition Agents Professionals, on all matters affecting the Debtors and the Chapter 11 Case, including with respect to the efforts to market and sell the DIP Collateral.

18. Modification of Automatic Stay. Effective as of the entry of this Final Order, the automatic stay of section 362 of the Bankruptcy Code is hereby modified and vacated to the extent

necessary to permit the Debtors, the DIP Lender, and the Prepetition Agent to accomplish the transactions contemplated by this Final Order.

19. Perfection of DIP Liens and Replacement Liens. This Final Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Replacement Liens, without the necessity of filing or recording any financing statement, mortgage, deed of trust, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens and the Replacement Liens or to entitle the DIP Lender and the Prepetition Loan Parties to the priorities granted herein. Notwithstanding the foregoing, the DIP Lender and the Prepetition Agent, as applicable, are each authorized, but not required, to file, as each deems necessary or advisable, such financing statements, security agreements, mortgages, notices of liens, and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the DIP Liens and the Replacement Liens, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date; provided, however, that no such filing or recordation shall be necessary or required in order to create or perfect the DIP Liens or the Replacement Liens. The proceeds of the DIP Term Loans shall be funded into newly established deposit accounts of the Borrower, including a Carve-Out account and the Prepetition Agent Fee Reserve account. For avoidance of doubt, (i) such accounts (other than the Prepetition Agent Fee Reserve account) shall be subject to the DIP Liens in favor of the DIP Lender, which shall be perfected pursuant to the DIP Orders and (ii) the Prepetition Agent Fee Reserve account shall be subject to the DIP Liens, DIP Superpriority Claims,

Replacement Liens, and Adequate Protection Superpriority Claims solely to the extent of any amounts remaining in such account after indefeasible payment in full of all Prepetition Agent Professional Fees allowed pursuant to paragraph 36 of this Final Order. The Debtors are authorized to execute and deliver promptly upon demand to the DIP Lender or the Prepetition Agent, as applicable, all such financing statements, mortgages, notices and other documents as each may reasonably request, so long as the cost of maintaining or perfecting the security interest is not excessive in view of the benefits to be obtained. The DIP Lender or the Prepetition Agent, as applicable, may, in its discretion, file a photocopy of this Final Order as a financing statement with any filing or recording office or with any registry of deeds or similar office in addition to or in lieu of such financing statements, notices of lien or similar instruments. To the extent that either Prepetition Agent is, with respect to the DIP Collateral, the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, credit card processor notices or agreements, bailee letters, custom broker agreements, financing statement, account control agreements, or any other Prepetition Loan Documents or is listed as loss payee, lenders' loss payee or additional insured under any of the Debtors' insurance policies, the DIP Lender shall also be deemed to be the secured party or mortgagee, as applicable, under such documents or to be the loss payee or additional insured, as applicable. The Prepetition Agent shall act as agent for the DIP Lender solely for purposes of perfecting the DIP Lender's liens on all DIP Collateral within Prepetition Agent's possession that, without giving effect to the Bankruptcy Code and this Final Order, is of a type such that perfection of a lien therein may be accomplished only by possession or control by a secured party (including any deposit account control agreement), and all of the Prepetition Agent's respective rights in such DIP Collateral shall inure to the benefit of and be exercisable exclusively by the DIP Lender until the DIP Obligations have been indefeasibly repaid

in full in cash; provided, that the DIP Lender may, in its sole discretion, require the Debtors and the Prepetition Agent to (and the Debtors and the Prepetition Agent shall) use commercially reasonable efforts to provide the DIP Lender with such possession or control as is necessary to perfect the DIP Obligations and DIP Liens, and DIP Lender agrees to directly reimburse Prepetition Agent for all costs or expenses, including professional fees, incurred by Prepetition Agent in relation to such efforts.

20. Access to Books and Records. The Debtors will (i) maintain books, records, and accounts to the extent and as required by the DIP Term Sheet, (ii) cooperate with, consult with, and, subject to attorney-client privilege, work product doctrine, and any similar applicable protections, provide to the DIP Lender all such information and documents that the Debtors are obligated to provide under the DIP Term Sheet or the provisions of this Final Order or as otherwise reasonably requested by the DIP Lender, (iii) during normal business hours, upon reasonable advance notice, permit consultants, advisors and other representatives (including third party representatives) of the DIP Lender to visit and inspect any of the Debtors' properties, to examine and make abstracts or copies from any of the Debtors' books and records, to conduct a collateral audit and analysis of the Debtors' inventory and accounts, to tour the Debtors' business premises and other properties, and to discuss, and to engage in discussions with the Debtors' senior management and independent public accountants to the extent required by the DIP Term Sheet, and (iv) permit the DIP Lender and its consultants, advisors and other representatives, to consult with the Debtors' management and advisors on matters concerning the Debtors' businesses, financial condition, operations and assets.

21. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in this Chapter 11 Cases or

any Successor Case, shall obtain credit or incur debt pursuant to Bankruptcy Code sections 364(b), 364(c) or 364(d) or in violation of the DIP Term Sheet, any other DIP Documents or this Final Order at any time prior to the indefeasible repayment in full in cash of all DIP Obligations and the termination of the DIP Lender's obligation to extend credit under the DIP Facility, including subsequent to the confirmation of any plan with respect to the Debtors and the Debtors' Estates, and such facilities are secured by any DIP Collateral, then all cash proceeds derived from such credit or debt shall within two (2) business days be turned over to the DIP Lender to be distributed in accordance with this Final Order and the DIP Term Sheet or any other DIP Documents. For the avoidance of doubt, if the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in the Chapter 11 Case, or any Successor Case, shall obtain credit or incur debt (other than the DIP Facility) pursuant to section 364(d) of the Bankruptcy Code at any time prior to the indefeasible repayment in full in cash of the Prepetition Obligations, the Prepetition Lenders' rights to object to the Debtors' use of Cash Collateral and assert a lack of adequate protection shall be fully preserved.

22. Cash Management. The Debtors shall maintain their cash management system in compliance with the terms and conditions of the final order, which shall be acceptable to the DIP Lender and the Prepetition Agent, granting the Debtors authorization to continue their cash management systems and certain related relief (as amended, supplemented, or otherwise modified, the "Cash Management Order"), the DIP Term Sheet, any other DIP Documents and this Final Order.

23. Maintenance of DIP Collateral. Until the indefeasible payment in full in cash of all DIP Obligations and Prepetition Obligations and the termination of the DIP Lender's obligation to extend credit under the DIP Facility, the Debtors shall: (a) insure the DIP Collateral as required

under the DIP Term Sheet, any other DIP Documents or the Prepetition Loan Documents, as applicable; and (b) maintain the cash management system consistent with the terms and conditions of the Cash Management Order, the DIP Term Sheet, and this Final Order.

24. Disposition of DIP Collateral. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or Prepetition Collateral, other than in the ordinary course of business or as otherwise permitted by the DIP Term Sheet, without the prior written consent of the DIP Lender, or pursuant to a sale of all or substantially all of the Debtors' assets in accordance with the Bidding Procedures Motion and Sale Transaction (each as defined in the DIP Term Sheet). Except as may be provided in the DIP Documents, including the DIP Term Sheet, the Debtors are authorized and directed to, upon the closing of a sale of any of the DIP Collateral, to pay all cash proceeds of any such sale within two (2) business days of receipt thereof to the DIP Lender, to satisfy the DIP Obligations in accordance with this Final Order and the DIP Term Sheet, and any order approving the sale of such DIP Collateral shall provide that the sale is conditioned upon the payment in full of the DIP Obligations (except to the extent otherwise agreed in writing by the DIP Lender).

25. Termination Date. On the Termination Date (defined below), all DIP Obligations shall be immediately due and payable, and all commitments to extend credit under the DIP Facility will terminate other than as permitted by the Carve-Out or the Prepetition Agent Carve-Out.

26. Events of Default. Until the DIP Obligations are indefeasibly paid in full in cash and all commitments thereunder are terminated in accordance with the DIP Term Sheet and any other DIP Documents, the occurrence of any of the following events, unless waived by the DIP Lender (or as otherwise provided in the DIP Term Sheet) in writing (which may be by electronic mail) and in accordance with the terms of the DIP Term Sheet, shall constitute an event of default

(collectively, the “Events of Default”): (a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order, including, without limitation, the failure to make any payment under this Final Order when due, the failure to comply with any Milestone (as defined in the DIP Term Sheet), or the failure to comply with the Approved Budget (subject to the Permitted Variances); and (b) the occurrence and continuation of any Event of Default under, and as defined in, the DIP Term Sheet or any other DIP Documents (subject to any notice and cure periods set forth therein).

27. Milestones. As a condition to the DIP Facility and the use of Cash Collateral, the Debtors have agreed to the Milestones. For the avoidance of doubt, unless waived, modified or extended in writing by the DIP Lender in its sole discretion, the failure of the Debtors to meet the Milestones by the Specified Deadlines (as defined in the DIP Term Sheet) shall constitute an Event of Default under the DIP Term Sheet, any other DIP Documents, and this Final Order.

28. Rights and Remedies Upon Event of Default. Upon the occurrence and during the continuation of any Event of Default, subject to five (5) business days’ notice to the Debtors, the Prepetition Agent, and the Committee (if any) during which such parties may seek an emergency hearing before the Bankruptcy Court, notwithstanding the provisions of Bankruptcy Code section 362, without any application, motion or notice to, hearing before, or order from the Court, other than, subject to the terms of this Final Order: (a) the DIP Lender, or as otherwise provided in the DIP Term Sheet or any other DIP Documents, may send a written notice to the Debtors, counsel to the Committee (if any), the Prepetition Agent, and the U.S. Trustee (any such declaration shall be referred to herein as a “Termination Declaration”), which shall be filed on the docket of the Chapter 11 Case, declaring (1) all DIP Obligations owing under the DIP Term Sheet and this Final Order to be immediately due and payable, (2) the commitment of each DIP Lender to make DIP Loans

are to be terminated, whereupon such commitments shall be terminated to the extent any such commitment remains under the DIP Facility, (3) the termination of the DIP Facility, the DIP Term Sheet, and any other DIP Documents as to any future liability or obligation of the DIP Lender, but without affecting any of the DIP Liens or the DIP Obligations, and (4) the application of the Carve-Out has occurred following the delivery of the Carve-Out Trigger Notice (as defined below) to the Borrower; (b) interest, including, where applicable, default interest, shall accrue and be paid as set forth in the DIP Term Sheet or any other DIP Documents; and (c) upon delivery of the Termination Declaration, the DIP Lender shall be deemed to have declared a termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral, other than to pay expenses set forth in the Approved Budget that are necessary to avoid immediate and irreparable harm to the Debtors' Estates. The earliest date on which a Termination Declaration is delivered by the DIP Lender and filed on the Docket shall be referred to herein as the "Termination Date." Following the Termination Date, no DIP Lender or Prepetition Lender shall be required to consent to the use of any Cash Collateral or provide any loans or other financial accommodations under the DIP Facility, absent further order of the Court. The Termination Declaration shall be given by electronic mail (or other electronic means) to counsel to the Debtors, counsel to the Committee (if any), counsel for the Prepetition Agent, and the U.S. Trustee.

29. No Waiver by Failure to Seek Relief. The rights and remedies of the DIP Lender are cumulative and not exclusive of any rights or remedies that the DIP Lender may have under the DIP Term Sheet, any other DIP Documents, applicable law, or otherwise. The failure or delay on the part of any of the DIP Lender to seek relief or otherwise exercise its rights and remedies under this Final Order, the DIP Term Sheet, any other DIP Documents the Prepetition Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of any of its

respective rights or be deemed as an admission that no Event of Default has occurred. No delay on the part of any party in the exercise of any right or remedy under this Final Order or any DIP Documents, shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. Except as expressly set forth herein, none of the rights or remedies of any party under this Final Order, the DIP Term Sheet, and the Prepetition Loan Documents shall be deemed to have been amended, modified, suspended, or waived unless such amendment, modification, suspension, or waiver is express, in writing, and signed by the requisite parties under the DIP Term Sheet or any other DIP Documents and the requisite parties under the Prepetition Loan Documents, as applicable. No consents required hereunder by any of the DIP Lender shall be implied by any inaction or acquiescence by the DIP Lender.

30. Emergency Hearing. Any party in interest may seek an emergency hearing on an expedited basis (the “Emergency Hearing”) during the five (5) business days following the date a Termination Declaration is delivered (such five (5) business day period, the “Remedies Notice Period”) ; provided that if the Emergency Hearing is requested to be heard prior to the expiration of the Remedies Notice Period but is scheduled for a later date by the Court, the Remedies Notice Period shall be automatically extended to the date of such hearing. During the Remedies Notice Period, the Debtors shall continue to have the right to use Cash Collateral in accordance with the terms of this Final Order, solely to pay necessary expenses set forth in the Approved Budget to avoid immediate and irreparable harm to the Estate. At the end of the Remedies Notice Period, unless the Court has entered an order to the contrary, the Debtors’ right to use Cash Collateral shall immediately cease, and the DIP Lender shall have the rights set forth immediately below.

31. Certain Rights and Remedies Following Termination Date. Following the Termination Date and upon either the expiration of the Remedies Notice Period or pursuant to an

order of the Court (which may authorize the remedies set forth in this paragraph or any other appropriate remedy as determined by the Court) upon an emergency motion by the DIP Lender to be heard on no less than five (5) business days' notice (and the Debtors shall not object to such shortened notice) (the "Termination Enforcement Order"), the DIP Lender shall be entitled to exercise all rights and remedies in accordance with the DIP Term Sheet, this Final Order, and applicable law and shall be permitted to satisfy the relevant DIP Obligations and DIP Liens based on the priorities set forth in this Final Order and the DIP Term Sheet, subject to the Carve-Out, the Prepetition Agent Carve-Out, and any Prepetition Permitted Liens. Following entry of the Termination Enforcement Order, except as otherwise ordered by the Court (including in any Termination Enforcement Order): (a) the Debtors are hereby authorized and directed to, with the exclusion of the Carve-Out and the Prepetition Agent Carve-Out, remit to the DIP Lender one-hundred percent (100%) of all collections, remittances, and proceeds of the DIP Collateral in accordance with the DIP Term Sheet; (b) the DIP Lender may seek authority to, (i) compel the Debtors to sell or otherwise dispose of all or any portion of the DIP Collateral (or any other property of the Debtors to the extent a lien is not permitted by law to attach to such property, the proceeds of which are DIP Collateral) pursuant to Bankruptcy Code section 363 (or any other applicable provision) on terms and conditions acceptable to the DIP Lender pursuant to Bankruptcy Code sections 363, 365, and other applicable provisions of the Bankruptcy Code, and (ii) compel the Debtors to assume and assign any lease or executory contract included in the DIP Collateral to the DIP Lender's designees in accordance with and subject to Bankruptcy Code section 365, (c) the DIP Lender may seek authority to (and the Debtors shall comply with such direction to) dispose of or liquidate the DIP Collateral (or any other property of the Debtors to the extent a lien is not permitted by law to attach to such property, the proceeds which are DIP

Collateral) via one or more sales of such DIP Collateral or property and/or the monetization of other DIP Collateral or property, (d) the DIP Lender, or may direct the Debtors to (and the Debtors shall comply with such direction to), collect any and all accounts receivable, (e) the DIP Lender shall be authorized to succeed to any and all of the Debtors' rights and interests under any licenses for the use of any intellectual property in connection with or relating to the DIP Collateral, and (f) the Debtors shall take all action that is reasonably necessary to cooperate with the DIP Lender in the exercise of their rights and remedies and to facilitate the realization of the DIP Collateral by the DIP Lender in a manner consistent with the priorities set forth in this Final Order and the DIP Term Sheet.

32. Access to DIP Collateral. Notwithstanding anything contained herein to the contrary and without limiting any other rights or remedies of the DIP Lender under this Final Order, the DIP Term Sheet and applicable law, after the occurrence of the Termination Date and either upon the expiration of the Remedies Notice Period or the entry of a Termination Enforcement Order, for the purpose of exercising any remedy with respect to any of the DIP Collateral, the DIP Lender (or any of its employees, agents, consultants, contractors, or other professionals) (collectively, the "Enforcement Agents") shall have the right (to be exercised at the direction of the DIP Lender), provided that such rights are in accordance with applicable non-bankruptcy law, to: (i) enter upon, occupy, and use any real or personal property, fixtures, equipment, leasehold interests, or warehouse arrangements owned or leased by the Debtors; (ii) enter into the premises of the Debtors in connection with the orderly sale or disposition of the DIP Collateral (including, without limitation, to complete any work in process); (iii) exercise any rights of the Debtors to access any DIP Collateral (including inventory) held by any third party; provided, however, the Enforcement Agents may only be permitted to do so in accordance with (a) existing

rights under applicable non-bankruptcy law, including, without limitation, applicable leases, (b) any prepetition (and, if applicable, post-petition) landlord waivers or consents, or (c) further order of this Court on motion and notice appropriate under the circumstances; and (iv) use any and all trademarks, tradenames, copyrights, licenses, patents, equipment or any other similar assets of the Debtors, or assets which are owned by or subject to a lien of any third party and which are used by the Debtors in its business; provided, however, the Enforcement Agents may only use such assets to the extent permitted by applicable non-bankruptcy law. Nothing contained herein shall require the Enforcement Agents to assume any lease as a condition to the rights afforded in this paragraph 32.

33. Carve-Out. Each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Replacement Liens, and the Adequate Protection Superpriority Claims shall be subject to payment of the Carve-Out and the Prepetition Agent Carve-Out.

(i) “Carve-Out” means, collectively, the following fees and expenses: (a) all statutory fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930(a) *plus* interest at the statutory rate, if any, pursuant to 31 U.S.C § 3717; (b) reasonable fees and expenses incurred by a trustee, if any, under section 726(b) of the Bankruptcy Code in an amount not exceeding \$25,000 (without regard to the Carve-Out Trigger Notice) (the amounts in these clauses (a) and (b), “Statutory Fees”); (c) subject in all cases to the Approved Budget, to the extent allowed at any time, whether by interim or final compensation order, procedural order or otherwise, all unpaid fees and expenses (including any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors of the Debtors) (the “Allowed Debtors Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328 or 363 of the Bankruptcy Code (collectively, the

“Debtors Professionals”) and unpaid fees and expenses (including any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors of the Committee) (the “Allowed Committee Professional Fees” and, together with the Allowed Debtors Professional Fees, collectively, the “Allowed Professional Fees”) incurred by persons or firms retained by the Committee (if any) pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtors Professionals, the “Professional Persons”) that are incurred on or prior to the second business day following delivery by the DIP Lender of a Carve-Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (clauses (a) through (c), the “Pre-Carve-Out Amounts”); and (d) Allowed Professional Fees in an aggregate amount not to exceed \$100,000 for the Professional Persons, incurred after the second business day following delivery by the DIP Lender of the Carve-Out Trigger Notice (including any restructuring, sale, success, or other transaction fee earned or payable to any Professional Person) (the amounts set forth in this clause (d) being the “Post-Carve-Out Trigger Notice Cap”). For the avoidance of doubt, other than the Carve-Out and the Prepetition Agent Carve-Out, no other amounts owed by the Debtors to any party (including any amounts set forth in the Approved Budget) as of the date of Carve-Out Trigger Notice is delivered shall be payable from the Prepetition Collateral or the DIP Collateral until the DIP Obligations are satisfied in full. For purposes of the foregoing, “Carve-Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP Lender to the Debtors’ lead counsel, the U.S. Trustee, and lead counsel to the Committee (if any), which notice may only be delivered following the occurrence and during the continuation of an Event of Default under the DIP Facility, stating that the Post-Carve-Out Trigger Notice Cap has been invoked. Except with respect to the Prepetition Agent Carve-Out, no portion of the Carve-Out, any Cash Collateral, any

other DIP Collateral, or any proceeds of the DIP Facility, including any disbursements set forth in the Approved Budget or obligations benefitting from the Carve-Out, shall be used for the payment of Allowed Professional Fees, disbursements, costs or expenses incurred by any person, including, without limitation, any Committee, in connection with challenging the DIP Lender's liens or claims, preventing, hindering or delaying any of the DIP Lender's enforcement or realization upon any of the DIP Collateral, or initiating or prosecuting any claim or action against any DIP Lender; provided that notwithstanding anything herein to the contrary, proceeds from the DIP Facility and/or Cash Collateral not to exceed \$25,000 in the aggregate (the "Investigation Budget") may be used on account of Allowed Professional Fees incurred by Committee Professionals (if any) during the Challenge Period (as defined below) in connection with the investigation of avoidance actions or any other claims or causes of action (but not the prosecution of such actions) on account of the Prepetition Facility and Prepetition Lenders (but not the DIP Facility and DIP Lender).

(ii) Carve-Out Reserve. Contemporaneously with the initial funding of the DIP Loans, the Debtors transferred cash proceeds from the DIP Facility in an amount equal to the total budgeted weekly fees and expenses incurred by the Debtors Professionals for the first two weekly periods of the Chapter 11 Case set forth in the Approved Budget, and thereafter on a weekly basis the Debtors will transfer cash proceeds from draws from the DIP Facility and/or cash on hand equal to the total budgeted weekly fees and expenses incurred by the Debtors Professionals and Committee Professionals (if any) until receipt of a Carve-Out Trigger Notice, in each case, including any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors of the Debtors or the Committee, into segregated escrow account held in trust solely for the benefit of the Professional Persons (the "Professional Fee Reserve"). Upon the delivery of a Carve-Out Trigger Notice, the Carve-Out Trigger Notice shall (a) be deemed a request

by the Debtors for, and the DIP Lender shall fund, DIP Loans under the DIP Facility, in an amount equal to (i) the sum of the aggregate unpaid amount of the total budgeted weekly fees of Professional Persons incurred before or on the first business day following delivery of a Carve-Out Trigger Notice (to the extent not previously funded to the Professional Fee Reserve) and (ii) the Post-Carve-Out Trigger Notice Cap (less any amounts already funded into the Professional Fee Reserve in respect of such amounts) (any such amounts actually advanced shall constitute DIP Loans); and (b) constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by the Debtors to fund a reserve in an amount equal to amounts set forth in clauses (a)(i) and (ii) (less any amounts already funded into the Professional Fee Reserve in respect of such amounts). For the avoidance of doubt, in no event shall the DIP Lender be required to fund any amount in excess of its then-outstanding DIP Commitment. Amounts funded into the Professional Fee Reserve shall be considered used by the Debtors at such time as they are deposited into the Professional Fee Reserve for distribution to Professional Persons in accordance with orders of the Bankruptcy Court. The Debtors shall use funds held in the Professional Fee Reserve exclusively to pay Allowed Professional Fees accruing prior to the Termination Date as they become allowed and payable pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any interim or final orders of the Court. Any amounts remaining in the Professional Fee Reserve after payment of the Carve-Out shall be paid to the DIP Lender, unless the DIP Obligations have been indefeasibly paid in full in cash, and all DIP Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Agent for the benefit of the Prepetition Lenders.

(iii) Funds transferred to the Professional Fee Reserve shall be subject to the DIP Liens, DIP Superpriority Claims, Replacement Liens, and Adequate Protection Superpriority

Claims granted hereunder to the extent of such reversionary interest; provided that, for the avoidance of doubt, such liens and claims shall be subject in all respects to the Carve-Out.

(iv) Notwithstanding anything to the contrary in the DIP Term Sheet, this Final Order, or any other Court order, the Professional Fee Reserve and the amounts on deposit in the Professional Fee Reserve shall be available and used only to satisfy Allowed Professional Fees accruing prior to the Termination Date benefitting from the Carve-Out, and the other obligations that are a part of the Carve-Out. The failure of the Professional Fee Reserve to satisfy Allowed Professional Fees in full shall not affect the priority of the Carve-Out; provided that to the extent the Professional Fee Reserve is actually funded, the Carve-Out shall be reduced by such funded amount on a dollar-for-dollar basis.

(v) No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees. No DIP Lender shall be responsible for the direct payment or reimbursement of any fees or disbursements of any of the Professional Persons incurred in connection with the Chapter 11 Cases or any Successor Case under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the DIP Lender in any way to compensate, or to reimburse expenses of, any of the Professional Persons, or to guarantee that the Debtors or their Estate have sufficient funds to pay such compensation or reimbursement. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of the Debtors, any Committee, any other official or unofficial committee in this Chapter 11 Cases or any Successor Case, or of any other person or entity, or shall affect the right of any party to object to the allowance and payment of any such fees and expenses.

34. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Final Order. The DIP Lender shall have acted in good faith in connection with this Final

Order and is entitled to rely upon the protections granted herein and by section 364(e) of the Bankruptcy Code. Based on the findings set forth in this Final Order and the record made during the Hearings, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Final Order are reversed or modified on appeal, the DIP Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such reversal or modification on appeal shall not affect the validity and enforceability of any advances previously made or made hereunder, or lien, claim, or priority authorized or created hereby.

35. Approval of DIP Fees. In consideration for the DIP Facility and the consent to the use of Cash Collateral in accordance with the terms of this Final Order, the DIP Lender shall be paid all fees, expenses, and other amounts payable under the DIP Term Sheet as such become due, including, without limitation, the Commitment Fee (6%), the Funding Fee (4%), and the Exit Fee (10%), except as otherwise provided below in the event of a refinancing, as set forth herein, and all reasonable and documented out-of-pocket costs and expenses, including legal fees of the DIP Lender, financial advisor fees, and other similar fees, costs and expenses incurred in connection with the DIP Facility and the Chapter 11 Case, including, without limitation, the reasonable and documented fees and expenses of (a) counsel to the DIP Lender, (b) specialty or local counsel to the DIP Lender in each relevant jurisdiction and (c) in the case of an actual or perceived conflict of interest with respect to any of the foregoing counsel, one additional counsel the DIP Lender (all such fees, together, the “DIP Fees”). The DIP Fees were fully earned as set forth herein, and payable in accordance with the terms of the DIP Term Sheet or any other DIP Documents, upon entry of the Interim Order, in each case, without the need for any further order of this Court. Specifically, the Commitment Fee was fully earned and paid as of the date of entry of the Interim Order. The Funding Fee was and shall be fully earned and paid as draws are made in accordance

with the DIP Term Sheet and Approved Budget. The Exit Fee accrued in the amount of ten percent (10%) on the Interim Amount (the “Accrued Interim Exit Fee”) and shall be paid upon the closing of the Sale or any refinancing of the DIP Obligations. The remaining amount of the Exit Fee (the “Accrued Final Exit Fee”) shall be accrued upon the Final Draw in the amount of ten percent (10%) of such Final Draw and paid upon the closing of the Sale or any refinancing of the DIP Obligations. In the event that the Debtors refinance the existing DIP Obligations with an entity other than the DIP Lender, all of the DIP Fees shall be paid in full, irrespective of whether the full amount has been drawn by the Debtors under the DIP Facility. The DIP Fees shall be part of the DIP Obligations.

36. DIP Agent Professionals’ Fees and Prepetition Agent Professionals’ Fees. Professionals for the DIP Lender (the “DIP Professionals”) and the professionals for the Prepetition Agent (the “Prepetition Agent Professionals”) shall not be required to comply with the U.S. Trustee fee guidelines or file applications or motions with, or obtain approval of, this Court for compensation and reimbursement of fees and expenses. The DIP Professionals and the Prepetition Agent Professionals shall submit copies of summary invoices to the Debtors, the U.S. Trustee, and counsel to the Committee, if any, for any fees and expenses incurred prior to or after the Petition Date. The invoices shall provide only the total aggregate number of hours billed and a summary description of services provided and the expenses incurred by the applicable party and/or professionals, and shall be subject to all applicable privilege and work product doctrines. If the Debtors, U.S. Trustee, or any Committee object to the reasonableness of the fees and expenses of any Lender Professional or Prepetition Agent Professional and the parties cannot resolve such objection by 4:00 P.M. (Eastern Time) on the date that is ten (10) days after electronic delivery of such invoices (the “Fee Objection Deadline”), then the Debtors, U.S. Trustee, or the Committee,

as the case may be, shall file with this Court and serve on such Lender Professional a written objection (the “Fee Objection”), and any failure by any such party to file a Fee Objection by the Fee Objection Deadline shall constitute a waiver of any right of such party to object to the applicable invoice. Notwithstanding any provision herein to the contrary, any objection to, and any hearing on an objection to, payment of any fees, costs, and expenses set forth in a professional fee invoice in respect of the DIP Professionals or Prepetition Agent Professional shall be limited to the reasonableness of the particular items or categories of the fees, costs, and expenses that are the subject of such objection. The Debtors shall timely pay in accordance with the terms and conditions of this Final Order (a) the undisputed fees, costs, and expenses reflected on any invoice to which a Fee Objection has been timely filed and (b) all fees, costs, and expenses on any invoice to which no Fee Objection has been timely filed.

37. Indemnification. The Debtors shall indemnify and hold harmless the DIP Lender, each of its affiliates and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof in accordance with, and subject to, the terms and conditions of this Final Order and the DIP Term Sheet and other DIP Documents for DIP lending activities or omissions.

38. Right to Credit Bid. In connection with any sale or other disposition of the DIP Collateral or Prepetition Collateral including any sales occurring under or pursuant to section 363 of the Bankruptcy Code, any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or a sale or disposition by a chapter 7 trustee for the Debtors (any of the foregoing sales or dispositions, a “Sale”), the DIP Lender shall be authorized subject to section

363(k) of the Bankruptcy Code to credit bid on a dollar-for-dollar basis any or all of the outstanding DIP Obligations up to the full amount of the DIP Obligations (and any other applicable obligations held by the DIP Lender), respectively, including any accrued interest, expenses, and fees, in a Sale (including any deposit in connection with such sale) of any DIP Collateral, whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee, or otherwise, without the need for further court authorization. The DIP Lender shall have the absolute right to assign, transfer, sell, or otherwise dispose of their respective rights to credit bid to any acquisition vehicle formed in connection with such bid or other designee.

39. Proofs of Claim. The DIP Lender shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case for any claim arising under the DIP Documents. The Debtors' stipulations, admissions, and acknowledgments and the provisions of this Final Order shall be deemed to constitute timely filed proofs of claim for the DIP Lender with regard to all claims arising under the DIP Documents, and, as a result, the DIP Obligations shall be deemed allowed for all purposes in accordance with section 502(a) of the Bankruptcy Code.

40. Limitations on Use of DIP Proceeds, Cash Collateral and Carve-Out. Except as otherwise expressly permitted in this Final Order and the Approved Budget (including with respect to the Investigation Budget), the DIP Collateral, the Cash Collateral, and the Carve-Out may not be used in connection with: (a) preventing, hindering, or delaying the DIP Lender's enforcement or realization upon any of the DIP Collateral; (b) seeking to amend or modify any of the rights granted to the DIP Lender or the Prepetition Loan Parties under this Final Order or the DIP Documents; (c) objecting to or challenging in any way the (i) DIP Liens, DIP Obligations, DIP Collateral (including Cash Collateral), or any other claims or liens, held by or on behalf of any of the DIP Lender, respectively, or (ii) Prepetition Liens, the Prepetition Obligations, the Prepetition

Collateral (including Cash Collateral), or any other claims or liens held by or on behalf of the Prepetition Loan Parties; (d) asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, applicable state law equivalents, any so-called “lender liability” claims and causes of action or other actions to recover or disgorge payments against the DIP Lender, the Prepetition Lender, or any of their respective affiliates, successors and assigns and the partners, shareholders, controlling persons, directors, officers, employees, agents, attorneys, advisors, and professionals; (e) litigating, objecting to, challenging, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the DIP Obligations, the DIP Liens, or any other rights or interests of the DIP Lender; (f) litigating, objecting to, challenging, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the Replacement Liens, Adequate Protection Superpriority Claims, Adequate Protection Payment, or any other rights or interests of the Prepetition Lenders, or (g) seeking to subordinate, recharacterize, disallow, or avoid the DIP Obligations or the Prepetition Obligations.

41. Effect of Stipulations on Third Parties. Except as set forth herein, the Debtors’ Stipulations contained in paragraph G and releases in contained paragraph H hereof (the “Debtor’s Releases”) were binding in all circumstances on the Debtor upon entry of the Interim Order, as ratified by this Final Order and shall be binding on the Debtor’s Estate, all creditors and other parties-in-interest and in each case any successors thereto (including any chapter 11 trustee or chapter 7 trustee in any Successor Case) in all circumstances for all purposes immediately upon entry of this Final Order notwithstanding anything to the contrary in Local Rule 4001-2 or otherwise. The Debtors’ Stipulations shall be binding upon each other party-in-interest, including

the Committee, except to the extent such party in interest first obtains standing (including any chapter 11 trustee or if any of the Chapter 11 Cases is converted to a case under chapter 7 prior to the expiration of the Challenge Period (as defined below), the chapter 7 trustee in such Successor Case), by no later than seventy-five (75) calendar days following the date of entry of this Interim Order, in each case unless such period is shortened by order of the Court (the “Challenge Period”) and second, obtains a final, non-appealable order in favor of such party-in-interest sustaining any such Challenge (as defined below) in any such timely-filed contested matter or adversary proceeding (any such Challenge (as defined below) timely brought for which such a final and non-appealable order is so obtained, a “Successful Challenge”). For the purposes of this Final Order, a “Challenge” shall mean a timely and properly filed (or deemed timely and properly filed) contested matter or adversary proceeding challenging or otherwise objecting to the admissions, stipulations, findings, or releases set forth in this Interim Order, including the stipulations contained in the Debtors’ Stipulations, including but not limited to those in relation to (a) the amount, validity, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition Agent with respect to the Prepetition Collateral; (b) the validity, allowability and priority of the Prepetition Obligations; and (c) any releases set forth or agreed to herein or pursuant to the DIP Term Sheet. If the Chapter 11 Cases convert to chapter 7, or if a chapter 11 trustee is appointed, prior to the end of the Challenge Period, the Challenge Period shall be extended for the chapter 7 or chapter 11 trustee to 14 days after their appointment. If the Chapter 11 Cases convert to chapter 7 following the commencement of a timely challenge by a Committee appointed in the Chapter 11 Case, then the chapter 7 trustee may continue such Challenge in lieu of, and as successor to, the Committee. The Challenge Period shall terminate on the date that is the next calendar day after the expiration of the Challenge Period in the event that either (i) no Challenge is raised during the

Challenge Period or (ii) with respect only to those parties who file a Challenge, such Challenge is fully and finally adjudicated (collectively, the “Challenge Period Termination Date”). The filing of a motion seeking standing to file a Challenge before expiration of the Challenge Period, which attaches a proposed Challenge, shall extend the Challenge Period solely with respect to that party until two (2) business days after the Court approves the standing motion, or such other time period ordered by the Court in approving the standing motion. Except as otherwise expressly provided herein, from and after the Challenge Period Termination Date and effective as of the entry of this Final Order, for all purposes in the Chapter 11 Cases and any Successor Case (and after the dismissal of the Chapter 11 Cases or any Successor Case), and without further notice, motion, or application to, order of, or hearing before this Court, (i) any and all payments made to or for the benefit of the Prepetition Loan Parties or otherwise authorized by this Final Order (whether made prior to, on, or after the Petition Date) shall be indefeasible and not be subject to counterclaim, set-off, subordination, recharacterization, defense, disallowance, recovery, or avoidance by any party in interest, (ii) any and all such Challenges by any party-in-interest shall be deemed to be forever released, waived, and barred, (iii) all of the Prepetition Obligations shall be deemed to be fully allowed claims within the meaning of section 506 of the Bankruptcy Code, and (iv) the Debtors’ Stipulations and the Debtor’s Releases shall be binding on all parties in interest in the Chapter 11 Cases or any Successor Case, including any Committee or chapter 11 or chapter 7 trustee. Notwithstanding the foregoing, to the extent any Challenge is timely asserted, the Debtors’ Stipulations and the other provisions in clauses (i) through (iv) in the immediately preceding sentence shall nonetheless remain binding and preclusive on any Committee and on any other party-in-interest from and after the Challenge Period Termination Date, except to the extent that such Debtors’ Stipulations or the other provisions in clauses (i) through (iv) of the immediately

preceding sentence were expressly challenged in such Challenge and such Challenge becomes a Successful Challenge. Notwithstanding any provision to the contrary herein, nothing in this Interim Order shall be construed to grant standing on any party in interest, including any Committee, to bring any Challenge on behalf of the Debtors' Estate. The failure of any party-in-interest, including any Committee, to obtain an order of this Court prior to the Challenge Period Termination Date granting standing to bring any Challenge on behalf of the Debtors' Estate shall not be a defense to failing to commence a Challenge prior to the Challenge Period Termination Date as required under this paragraph 41 or to require or permit an extension of the Challenge Period Termination Date. To the extent any such Challenge is timely and properly commenced, the Prepetition Loan Parties shall be entitled to payment of the related costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred in defending themselves and the other Prepetition Loan Parties in any such proceeding, as adequate protection provided hereunder and secured by Replacement Liens and entitled to treatment as Adequate Protection Superpriority Claims, notwithstanding any limitation to the amount of Prepetition Agent Professional Fees otherwise payable under this Interim Order, the Final order, or the Term Sheet; provided that, if a Challenge results in a determination that any part of the prepetition secured liens or encumbrances are invalid, the Court may fashion an appropriate remedy.

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

43. No Lender Liability. In determining to make any loan (whether under the DIP Term Sheet, any other DIP Documents or otherwise) or to permit the use of Cash Collateral, none of the DIP Lender or the Prepetition Lenders shall (i) be considered or deemed to be in control of the

operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the *United States Comprehensive Environmental Response, Compensation and Liability Act*, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal, state or local statute or regulation), (ii) be considered or deemed to be a joint employer with the Debtors, or (iii) owe any fiduciary duty to the Debtors, its creditors, shareholders, or Estates. Furthermore, nothing in this Final Order shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender or the Prepetition Loan Parties any liability for any claims arising from the prepetition or postpetition activities of the Debtors and its affiliates (as defined in section 101(2) of the Bankruptcy Code).

44. Section 506(c) Claims. Subject to the Carve-Out, as a condition of the DIP Facility and any obligation of the DIP Lender to make credit extensions pursuant to the DIP Term Sheet or any other DIP Documents (and the prior written consent of the DIP Lender to the payment of the Carve-Out and the Prepetition Lender Carve-Out to the extent provided herein) and the prior written consent of the Prepetition Lenders to the priming of the Prepetition Liens by the DIP Facility and the use of Cash Collateral, (a) no costs or expenses of administration of the Chapter 11 Cases or any Successor Case shall be charged against or recovered from or against any or all of the (i) DIP Lender with respect to the DIP Collateral or (ii) the Prepetition Lenders with respect to the Prepetition Collateral, in each case pursuant to section 105 or section 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the DIP Lender or Prepetition Agent, as applicable, and (b) no such consent shall be implied from any other action, inaction, or acquiescence of any or all of the DIP Lender or Prepetition Agent.

45. No Marshaling. Subject to final order granting such relief, the DIP Lender shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral as applicable.

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

47. Release of DIP Lender. Effective as of entry of the Interim Order and the Final Order, the Debtors, on its own behalf and its Estate, forever and irrevocably: (i) released, discharged and acquitted each of the DIP Lender and each of its former or current officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, investors, managers, consultants, accountants, attorneys, affiliates, and predecessors-in-interest of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every type, including, without limitation, any so-called “lender liability” or equitable subordination claims or defenses, solely with respect to or relating to the negotiation and entry into any DIP Documents; and (ii) waived, discharged and released any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability, and avoidability of the DIP Liens and the DIP Obligations.

48. Release of Prepetition Loan Parties. Subject to the provisions of paragraph 41 of this Final Order, each Debtor, on its own behalf and its Estate, forever and irrevocably: (i) releases, discharges, and acquits each of the Prepetition Loan Parties and each of their respective former or current officers, employees, directors, agents, representatives, owners, members, partners,

financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors-in-interest of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every type, including, without limitation, any so-called “lender liability” or equitable subordination claims or defenses, solely with respect to or relating to the negotiation and entry into any Prepetition Loan Documents or the DIP Documents; and (ii) waives, discharges and releases any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability, and avoidability of the Prepetition Liens, Prepetition Obligations, Replacement Liens, and the adequate protections provided pursuant to this Final Order.

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

50. No Waiver by Failure to Seek Relief. The failure of the DIP Lender to seek relief or otherwise exercise their rights and remedies under this Final Order, the DIP Term Sheet, any other DIP Documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

51. Binding Effect of Final Order. Immediately upon entry of this Final Order by this Court, the terms and provisions of this Final Order shall become valid and binding upon and inure to the benefit of the Debtors, the DIP Lender, the Prepetition Loan Parties, all other creditors of the Debtors, any Committee (or any other court appointed committee) appointed in the Chapter 11

Case, and all other parties-in-interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in the Chapter 11 Case, any Successor Case, or upon dismissal of the Chapter 11 Cases or any Successor Case.

52. Discharge. Except as otherwise agreed in writing by the DIP Lender, the DIP Obligations and the obligations of the Debtors with respect to the adequate protection provided herein shall not be discharged by the entry of an order confirming any plan of reorganization or liquidation in the Chapter 11 Case, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly paid in full in cash (and, in the case of DIP Obligations, indefeasibly paid in full as provided by the DIP Term Sheet and any other DIP Documents (including by credit bid)), on or before the effective date of such confirmed plan of reorganization or liquidation. If the Debtors proposes or supports any plan of reorganization or liquidation or any sale of all or substantially all of the Debtors' assets, or order confirming such plan or approving such sale, that is not conditioned upon the indefeasible payment (including by credit bid) of the DIP Obligations, and the payment of the Debtors' obligations with respect to the adequate protection provided for herein, in full in cash within a commercially reasonable period of time (and in no event later than the effective date of such plan of reorganization or sale) (a "Non-Consensual Plan or Sale") without the written consent of the DIP Lender, the Debtors' proposal or support of a Non-Consensual Plan or Sale, or the entry of an order with respect thereto, shall constitute an Event of Default hereunder and under the DIP Term Sheet or any other DIP Documents.

53. Survival. The provisions of this Final Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization or liquidation in the Chapter 11 Case; (b) converting the Chapter 11 Cases to a case under chapter 7

of the Bankruptcy Code; (c) dismissing the Chapter 11 Cases or any Successor Case; or (d) pursuant to which this Court abstains from hearing the Chapter 11 Cases or any Successor Case. The terms and provisions of this Final Order, including the claims, liens, security interests and other protections granted to the DIP Lender and the Prepetition Loan Parties pursuant to this Final Order, DIP Term Sheet, and any other DIP Documents shall continue in the Chapter 11 Case, in any Successor Case, or following dismissal of the Chapter 11 Cases or any Successor Case, and shall maintain their priority as provided by this Final Order until: (i) in respect of the DIP Facility, all the DIP Obligations, pursuant to the DIP Term Sheet, any other DIP Documents and this Final Order, have been indefeasibly paid in full in cash (such payment being without prejudice to any terms or provisions contained in the DIP Facility which survive such discharge by their terms), and all commitments to extend credit under the DIP Facility are terminated; and (ii) in respect of the Prepetition Facility, all of the Prepetition Obligations pursuant to the Prepetition Loan Documents and this Final Order, have been indefeasibly paid in full in cash. The terms and provisions concerning the indemnification of the DIP Lender shall continue in the Chapter 11 Case, in any Successor Case, following dismissal of the Chapter 11 Cases or any Successor Case, and following termination of the DIP Term Sheet, any other DIP Documents and/or the indefeasible repayment of the DIP Obligations. In addition, the terms and provisions of this Final Order shall continue in full force and effect for the benefit of the Prepetition Loan Parties notwithstanding the repayment in full or termination of the DIP Obligations until such time as the Prepetition Obligations have been indefeasibly paid in full in cash.

54. Priority of Terms. To the extent of any conflict between or among (a) the express terms or provisions of any of the DIP Term Sheet, any other DIP Documents, the Motion, or the Cash Management Order, on the one hand, and (b) the terms and provisions of this Final Order, on

the other hand, unless such term or provision herein is phrased in terms of “as defined in” or “as set forth in” any of the DIP Term Sheet, any other DIP Documents, the Prepetition Credit Agreement, or other agreement or document, the terms and provisions of this Final Order shall govern.

55. [Reserved.]

56. Necessary Action. Effective as of entry of this Final Order, Debtors are authorized to take any and all such actions and to make, execute and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this Final Order and the transactions contemplated hereby.

57. Enforceability. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon entry thereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules, any applicable Local Rules, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

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

59. Interim Relief. Notwithstanding language in this Final Order that provides that certain relief is subject to or conditioned upon entry of a Final Order, such provisions are not intended to be automatically effective and are without prejudice to rights of parties in interest to object and the Court's right to determine the relief.

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

61. Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this Final Order according to its terms.

62. NGSC Agreement. Notwithstanding anything to the contrary contained herein or in the DIP Documents, the Debtors and the DIP Lender admit, stipulate, and agree that (a) all tooling and equipment made available by Northrop Grumman Systems Corporation ("NGSC") to the Debtors (the "NGSC Tooling") is owned by, and title to such tooling is held by, NGSC for its own account or for the account of the United States Government, as applicable, (b) all inventory and raw material paid for directly by NGSC and delivered to the Debtors (the "NGSC Inventory") shall be deemed purchased and owned by, and delivered to, NGSC, (c) the Debtors are holding the NGSC Tooling and NGSC Inventory in trust for NGSC, irrespective of the physical location, (d) no security interests in favor of the DIP Lender and no DIP Liens shall be granted on or attach to the NGSC Tooling or the NGSC Inventory, and (e) the NGSC Tooling and NGSC Inventory shall not constitute DIP Collateral.

63. LM Agreement. Before entry of this Final Order, the Debtors, the DIP Lender, the Prepetition Loan Parties, and Lockheed Martin Corporation ("LMC") agreed that certain tooling and equipment, inventory, and raw material (together, the "LMC Property") made available to the Debtor by LMC and described on lists signed by those parties (the "LMC Lists") is (a) owned by,

and title to same is held by, LMC for its own account or for the account of the United States Government, as applicable, and (b) not subject to any lien granted before entry of this Order. Notwithstanding anything to the contrary contained herein or in the DIP Documents, the Debtors and the DIP Lender admit, stipulate, and agree that (a) the tooling and other equipment on the LMC Lists (the “LMC Tooling”) is owned by, and title to same is held by, LMC for its own account or for the account of the United States Government, as applicable, and is not subject to any liens granted hereby; and all inventory and raw material on the LMC Lists (as shall be amended from time to time to reflect the acquisition of new inventory and raw materials by LMC, the “LMC Inventory”) shall be deemed purchased and owned by, LMC; and (c) the Debtors are holding the LMC Tooling and LMC Inventory in trust for LMC, irrespective of the physical location; (d) no security interests in favor of the DIP Lender and no DIP Liens shall be granted on or attach to the LMC Tooling or the LMC Inventory; and (e) the LMC Tooling and LMC Inventory shall not constitute DIP Collateral or Prepetition Collateral. For clarity, the LMC Lists are nonexclusive lists and LMC shall be afforded the protections described in this paragraph as to any and all items not on the LMC Lists that were purchased by LMC or the United States Government in coordination with LMC even if such items are not on the LMC Lists, provided that LMC and/or the United States Government can demonstrate proof of such purchase or ownership. A copy of the LMC Lists will be made available to the Court, the Office of the United States Trustee, and, upon request, to any party-in-interest with a proper need to review such LMC Lists that has executed a non-disclosure agreement acceptable to the Debtors. The Debtors shall provide a copy of the LMC Lists to the stalking horse bidder in this case and all other competing bidders for the Debtor’s assets who execute a non-disclosure agreement.

64. The Prepetition Lenders stipulate and agree that each of the Prepetition Lenders will not raise as a defense in connection with any Challenge the ability of creditors to file suits on behalf of limited liability companies. If the Committee (if any) pursues or brings forth a Challenge, the defendant of such Challenge shall not object on the grounds that the Committee lacks standing. For the avoidance of doubt, as to the Debtors, upon entry of this Final Order, all Challenges, and any right to assert any Challenge, are hereby irrevocably waived and relinquished as of the Petition Date, and the Debtors' Stipulations shall be binding in all respects on the Debtors irrespective of the filing of any Challenge.

EXHIBIT A

DIP Term Sheet

EXHIBIT B

Approved Budget

SCHEDULE 1

(Prepetition Permitted Liens)

None