

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Related to Docket No. 11

**NOTICE OF FILING OF MODIFIED PROPOSED FINAL ORDER**

**(I) AUTHORIZING THE MAINTENANCE OF BANK ACCOUNTS AND CONTINUED USE OF EXISTING BUSINESS FORMS AND CHECKS, (II) AUTHORIZING THE CONTINUED USE OF CASH MANAGEMENT SYSTEM, (III) WAIVING CERTAIN INVESTMENT AND DEPOSIT GUIDELINES, (IV) AUTHORIZING THE DEBTORS TO MAINTAIN CORPORATE CARD PROGRAM AND HONOR PREPETITION OBLIGATIONS RELATED THERETO, AND (V) GRANTING ADMINISTRATIVE EXPENSE STATUS TO POSTPETITION INTERCOMPANY CLAIMS**

**PLEASE TAKE NOTICE** that, on March 16, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Emergency Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Maintenance of Bank Accounts and Continued Use of Existing Business Forms and Checks, (II) Authorizing the Continued Use of Cash Management System, (III) Waiving Certain Investment and Deposit Guidelines, (IV) Authorizing the Debtors to Maintain Corporate Card Program and Honor Prepetition Obligations Related Thereto, and (V) Granting Administrative Expense Status to Postpetition Intercompany Claims* [Docket No. 11] (the “Motion”). A proposed form of final order was attached to the Motion as Exhibit B (the “Initial Proposed Final Order”).

**PLEASE TAKE FURTHER NOTICE** that on March 18, 2025, the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) entered the *Interim Order (I) Authorizing the Maintenance of Bank Accounts and Continued Use of Existing Business Forms and Checks, (II) Authorizing the Continued Use of Cash Management System, (III) Waiving Certain Investment and Deposit Guidelines, (IV) Authorizing the Debtors to Maintain Corporate Card Program and Honor Prepetition Obligations Related Thereto, and (V) Granting Administrative Expense Status to Postpetition Intercompany Claims* [Docket No. 31] (the “Interim Order”).

<sup>1</sup> The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.



**PLEASE TAKE FURTHER NOTICE** that pursuant to the Interim Order, objections to approval of the Motion on a final basis were due by April 7, 2025, at 4:00 p.m. (prevailing Eastern Time), which deadline was extended to April 10, 2025, for the Committee. The Debtors received certain informal comments from the Committee. No other responses were received by the Debtors.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** is a revised proposed final order granting the Motion (the “**Modified Proposed Final Order**”), which includes certain clarifying edits and modifications consistent with the Interim Order and informal comments received from the Committee.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit B** is a blackline reflecting the modifications between the Initial Proposed Final Order and the Modified Proposed Final Order.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Interim Order, a final hearing to consider the relief requested in the Motion will be held before the Honorable Paul M. Baisier, United States Bankruptcy Judge, **Courtroom 1202 in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia, 30303 on April 14, 2025 at 10:00 a.m. (prevailing Eastern Time).**

**PLEASE TAKE FURTHER NOTICE** that copies of all documents filed in the above captioned chapter 11 cases are available free of charge by visiting the case website maintained by the Debtors’ notice and claims agent, Kurtzman Carson Consultants, LLC dba Verita Global, at <https://www.veritaglobal.net/AirPros> or by calling (866) 927-7076. You may also obtain copies of any pleadings by visiting the Office of the Clerk, U.S. Bankruptcy Court for the Northern District of Georgia (Newnan Division) between 8:00 a.m. and 4:00 p.m. or online by visiting the Court’s website at <http://ecf.ganb.uscourts.gov> (registered users) or at <http://pacer.psc.uscourts.gov> (unregistered users). Further information may be obtained by using the “Submit an Inquiry” function at <https://www.veritaglobal.net/AirPros/inquiry>.

Dated: April 10, 2025

Respectfully submitted,

**GREENBERG TRAURIG, LLP**

*/s/ David B. Kurzweil*

David B. Kurzweil (Ga. Bar No. 430492)

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*Proposed Counsel for the Debtors and  
Debtors in Possession*

**CERTIFICATE OF SERVICE**

I hereby certify that on April 10, 2025, all ECF participants registered in these Chapter 11 Cases were served electronically with the foregoing notice through the Court's ECF system at their respective email addresses registered with this Court.

By: /s/ David B. Kurzweil  
David B. Kurzweil

**Exhibit A**

(Modified Proposed Final Order)

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket Nos. 11, 31

**FINAL ORDER (I) AUTHORIZING THE MAINTENANCE OF BANK  
ACCOUNTS AND CONTINUED USE OF EXISTING BUSINESS FORMS AND  
CHECKS, (II) AUTHORIZING THE CONTINUED USE OF CASH  
MANAGEMENT SYSTEM, (III) WAIVING CERTAIN INVESTMENT AND  
DEPOSIT GUIDELINES, (IV) AUTHORIZING THE DEBTORS TO MAINTAIN  
CORPORATE CARD PROGRAM AND HONOR PREPETITION OBLIGATIONS  
RELATED THERETO, AND (V) GRANTING ADMINISTRATIVE EXPENSE  
STATUS TO POSTPETITION INTERCOMPANY CLAIMS**

Upon the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Maintenance of Bank Accounts and Continued Use of Existing Business Forms and Checks, (II) Authorizing the Continued Use of Cash Management System, (III) Waiving Certain Investment*

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<sup>1</sup> The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

*and Deposit Guidelines, (IV) Authorizing the Debtors to Maintain Corporate Card Program and Honor Prepetition Obligations Related Thereto, and (V) Granting Administrative Expense Status to Postpetition Intercompany Claims* [Docket No. 11] (the “Motion”);<sup>2</sup> and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing; and the Court having entered an interim order granting the relief requested in the Motion [Docket No. 31] (the “Interim Order”); and good and sufficient cause appearing for the relief set forth in this Order; and after due deliberation thereon,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED to the extent provided herein.
2. The Debtors are authorized, but not directed, to maintain and use their Cash Management System as more fully set forth in the Motion.
3. Notwithstanding any requirements to the contrary in the UST Guidelines or otherwise, the Debtors are authorized to maintain and use the existing Bank Accounts listed on **Exhibit D** to the Motion in the name and with the account numbers existing immediately prior to the Petition Date.
4. The requirement in the UST Guidelines that the Debtors establish a specific new bank account for tax payments is waived. The Debtors shall have 60 days from the Petition Date

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

to comply with the deposit and investment requirements of Section 345(b) of the Bankruptcy Code with respect to the Debtors' account with Valley National Bank. Such extension is without prejudice to the Debtors' right to request a further extension of time to comply with, or waiver of, the requirements of section 345(b) of the Bankruptcy Code.

5. The Debtors are authorized to deposit funds in and withdraw funds from their Bank Accounts by all usual means, subject to the same access rights and limitations existing prior to the Petition Date, including, but not limited to, checks, wire transfers, automated clearinghouse transfers, electronic funds transfers, and other debits and to treat the Bank Accounts for all purposes as debtor-in-possession accounts.

6. The Debtors are authorized to continue to use their checks, correspondence and other Business Forms including, but not limited to, purchase orders, letterhead, envelopes, promotional materials, substantially in the forms existing immediately prior to the Petition Date, without reference to the Debtors' debtor in possession status; provided, however, once the Debtors' existing checks have been used, the Debtors will require the designation "Debtor in Possession" and the corresponding bankruptcy case number of the lead case on all checks when reordering.

7. Each Debtor is authorized, but not directed, to continue the Corporate Card Account Program in the ordinary course of business, consistent with prepetition practices (subject to ordinary course modifications thereto), including the timely payment of all past and future obligations as they become due and owing under the Corporate Card Accounts (whether prepetition or postpetition) on a postpetition basis and performing all obligations thereunder. The issuers of the cards under the Corporate Card Account Program are authorized to continue making advances pursuant to the terms of their existing agreements (in reliance upon section 364(e) of the Bankruptcy Code) with the Debtors (including as may be renewed, supplemented, amended, or otherwise modified from time to time in the ordinary course of business), and each Debtor is

authorized to incur credit in respect of such advances under sections 364(a) and (c) of the Bankruptcy Code, as applicable. The terms of all existing agreements by and between the Debtors and issuers of the cards under the Corporate Card Account Program, including the termination, fee provisions, rights, benefits, collateral, offset and termination rights, and remedies afforded under such agreements shall remain in full force and effect and govern the parties' postpetition transactions with the Debtors, including making ordinary course modifications thereto.

8. The Debtors are (i) authorized and directed to pay all prepetition and postpetition fees incurred through the Amex Corporate Card Accounts and (ii) are authorized to continue to maintain and use the Amex Corporate Card Accounts and perform their obligations under the Amex Agreement. The terms of Amex Agreement remain in full force and effect. Under section 364(c)(1) and (2) of the Bankruptcy Code, all indebtedness incurred by the Debtors on the Amex Corporate Card Accounts and any other agreement between the Debtors and Amex (both prepetition and postpetition) is secured by a valid and perfected first-priority security interest in the Amex Collateral. Amex holds a valid and perfected first-priority security interest senior to all other security interests in and liens on the Amex Collateral and an administrative expense claim that is senior in right of payment solely from the Amex Collateral in an amount equal to the indebtedness incurred by the Debtors on the Amex Corporate Card Accounts and any other agreement between the Debtors and Amex that is not repaid; provided, however, that pursuant to the DIP Orders, the Prepetition Secured Parties and the DIP Secured Parties (each as defined in the First Day Declaration) have valid and perfected security interests and Adequate Protection Liens (as defined in the DIP Orders) in the Amex Collateral junior only to Amex's first-priority security interest and, following termination of the Amex Agreement or its assignment to any non-Debtor, the Debtors shall provide written direction to Amex to remit all proceeds of the Amex Collateral in excess of Amex's claims secured thereby directly to the DIP Agent or the Prepetition



Agent (each as defined in the First Day Declaration), as applicable. For the avoidance of doubt, Amex's security interest in the Amex Collateral, and all payments made under the Amex Corporate Card Accounts, are not avoidable and recoverable transfers or obligations under section 544, 547, 548, and 550 of the Bankruptcy Code.

9. Each Debtor is authorized to continue operating and performing under the Merchant Processing Agreements, including paying and reimbursing the credit card processors for Merchant Services Obligations, whether such Merchant Service Obligations are incurred prepetition or postpetition, in accordance with such Merchant Processing Agreements.

10. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to permit the terms of the Merchant Processing Agreements to remain in full force and effect, and to permit the card processors to settle all prepetition and postpetition Merchant Services Obligations and to enforce protective actions and holdback rights in accordance with the terms of the applicable Merchant Processing Agreement and in a manner consistent with its ordinary course of business. The card processors are authorized to realize and effectuate all post-petition benefits under the applicable Merchant Processing Agreement.

11. The Banks listed on **Exhibit D** to the Motion and any and all other financial institutions receiving or transferring funds from the Debtors are hereby authorized to continue to service and administer the Bank Accounts of the relevant Debtor as a debtor-in-possession account without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wires, or automated clearinghouse transfers drawn on the Bank Accounts by the holders or makers thereof, provided that nothing contained herein shall authorize any such Bank to honor any check issued or dated prior to the date of the commencement of these chapter 11 cases, except as otherwise provided by further order of this Court. In no event shall any

of the Banks be required to honor overdrafts or to pay any check, wire or other debit against any of the Bank Accounts that is drawn against uncollected funds.

12. The Debtors may, with the consent of the Required DIP Lenders and the Required Prepetition Lenders, (a) close or otherwise modify their Bank Accounts, (b) open new debtor-in-possession accounts and (c) make changes to their Cash Management System as they deem necessary to facilitate the Chapter 11 Cases and operations, or as may be necessary to comply with the requirements of any debtor-in-possession financing facility or cash collateral usage approved by this Court; provided, however, that (i) the Debtors shall open any new Bank Account at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or at such banks that are willing to immediately execute such an agreement, and (ii) such new Bank Accounts shall be subject to deposit account control agreements acceptable to the Required DIP Lenders and the Required Prepetition Lenders. If the Debtors open or close any current or additional Bank Accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall otherwise be provided within 15 days of opening or closing such account to (a) the U.S. Trustee and (b) counsel to the official committee of unsecured creditors appointed in the Chapter 11 Cases (the "Committee").

13. Subject to section 553 of the Bankruptcy Code, all Banks that maintain the Bank Accounts are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds in the Bank Accounts on account of, or by reason of, any claim (as defined in section 101(5) of the Bankruptcy Code) of any such Bank against the Debtors that arose before the Petition Date, absent further order of this Court.

14. In connection with the ongoing utilization of the Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all

transactions (including Intercompany Transactions) may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

15. The Debtors are authorized to enter into Intercompany Transactions, as described in the Motion, amongst themselves in the ordinary course of business. Intercompany loans and other claims created through Intercompany Transactions between Debtors are hereby granted administrative priority status pursuant to section 507(a)(2) of the Bankruptcy Code; provided that any such claims with administrative priority status shall be junior to the Carve Out and approved superpriority administrative expense claims provided for (and defined) under the DIP Orders; provided, further, that nothing herein shall limit or be construed to limit the Debtors' ability to reconcile amounts owed between and among any Debtors, including netting and setting off obligations arising from Intercompany Transactions, whether arising prepetition or postpetition, in the ordinary course of business, between a Debtor and another Debtor. Notwithstanding anything herein to the contrary, the Debtors may not materially modify, change, or terminate their existing Intercompany Transactions without the prior consent of the Required DIP Lenders and the Required Prepetition Lenders.

16. Notwithstanding anything contained herein, despite the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate their quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which Debtor pays those disbursements; provided, however, that disbursements shall not include Intercompany Transactions between Debtor entities.

17. The Debtors will maintain accurate and detailed records of all transfers, including Intercompany Transactions, so that all transactions are adequately and promptly documented in, and readily ascertainable and traceable from, the Debtors' books and records and may be readily distinguished between prepetition and postpetition transactions and shall make such records

available upon request to the Required DIP Lenders, the Required Prepetition Lenders, and the Committee, in each case subject to the terms of any applicable confidentiality agreements. All intercompany claims shall be reconciled on a monthly basis.

18. The Debtors are authorized to pay or reimburse any bank fees, claims, costs, expenses or charges associated with the Bank Accounts and arising prior to and after the Petition Date, including, without limitation, (i) service charges or fees; (ii) checks deposited with the Banks which have been dishonored or returned for insufficient funds; and (iii) any reimbursement or other payment obligations, such as overdrafts, arising under the terms of any prepetition agreement existing between the Debtors and each Bank (collectively, the “Bank Account Claims”). While maintaining any of the Bank Accounts for the Debtors, the Banks are authorized, without further Order of this Court, to continue to deduct from the appropriate Bank Accounts, the Bank Account Claims incurred in connection with the Bank Accounts.

19. This Order shall apply to all Bank Accounts in, or linked to, the Cash Management System, even if such Bank Accounts do not appear on the list attached as Exhibit D to the Motion. All accounts opened by the Debtors on or after the Petition Date at any Bank shall be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed on Exhibit D to the Motion) and all Banks at which such accounts are opened shall similarly be subject to the rights and obligations of this Order.

20. The Debtors are authorized to represent (and the Banks are authorized to accept and honor all such representations) which checks, drafts, wires, or ACH transfers should be honored or dishonored whether the Banks believe the payment is or is not consistent with the order(s) of this Court and governing law, and whether such checks, drafts, wires or ACH transfers are dated or made prior to, on or subsequent to the Petition Date.

21. Any of the Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

22. Nothing in this Order (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates, except as expressly set forth herein; or (iii) shall be construed as a promise to pay a claim.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

24. Notwithstanding any applicable Bankruptcy Rule, this Order shall be effective and enforceable immediately upon entry hereof.

25. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Order.

26. Proposed counsel for the Debtors, through Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”), shall, within three days of the entry of this Order, cause a copy of this Order to be served by electronic mail or first-class mail, as applicable, on all parties served with the Motion and the Interim Order, and Verita shall file promptly thereafter a certificate of service confirming such service.

END OF DOCUMENT

*Prepared and presented by:*

**GREENBERG TRAURIG, LLP**

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)

Matthew A. Petrie (Ga. Bar No. 227556)

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*Proposed Counsel for the Debtors and  
Debtors in Possession*

**Exhibit B**

(Blackline)

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket ~~No~~Nos. ~~—~~11, 31

**FINAL ORDER (I) AUTHORIZING THE MAINTENANCE OF BANK  
ACCOUNTS AND CONTINUED USE OF EXISTING BUSINESS FORMS AND  
CHECKS, (II) AUTHORIZING THE CONTINUED USE OF CASH  
MANAGEMENT SYSTEM, (III) WAIVING CERTAIN INVESTMENT AND  
DEPOSIT GUIDELINES, (IV) AUTHORIZING THE DEBTORS TO MAINTAIN  
CORPORATE CARD PROGRAM AND HONOR PREPETITION OBLIGATIONS  
RELATED THERETO, AND (V) GRANTING ADMINISTRATIVE EXPENSE\_  
STATUS TO POSTPETITION INTERCOMPANY CLAIMS**

*Upon the Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the  
Maintenance of Bank Accounts and Continued Use of Existing Business Forms and Checks,*

<sup>1</sup> The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 3303~~20~~4.



(II) Authorizing the Continued Use of Cash Management System, (III) Waiving Certain Investment and Deposit Guidelines, (IV) Authorizing the Debtors to Maintain Corporate Card Program and Honor Prepetition Obligations Related Thereto, and (V) Granting Administrative Expense Status to Postpetition Intercompany Claims [\[Docket No. 11\]](#) (the “Motion”);<sup>2</sup> and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing; and the Court having entered an interim order granting the relief requested in the Motion [\[Docket No. 31\]](#) (the “Interim Order”); and good and sufficient cause appearing for the relief set forth in this Order; and after due deliberation thereon,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED to the extent provided herein.
2. The Debtors are authorized, but not directed, to maintain and use their Cash Management System as more fully set forth in the Motion.
3. Notwithstanding any requirements to the contrary in the [UST](#) Guidelines or otherwise, the Debtors are authorized to maintain and use the existing Bank Accounts listed on [Exhibit D](#) to the Motion in the name and with the account numbers existing immediately prior to the Petition Date.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

4. The requirement in the UST Guidelines that the Debtors establish a specific new bank account for tax payments is waived. The ~~requirements provided in 11 U.S.C. § 345(b) are hereby waived as to the Bank Accounts.~~ Debtors shall have 60 days from the Petition Date to comply with the deposit and investment requirements of Section 345(b) of the Bankruptcy Code with respect to the Debtors' account with Valley National Bank. Such extension is without prejudice to the Debtors' right to request a further extension of time to comply with, or waiver of, the requirements of section 345(b) of the Bankruptcy Code.

5. The Debtors are authorized to deposit funds in and withdraw funds from their Bank Accounts by all usual means, subject to the same access rights and limitations existing prior to the Petition Date, including, but not limited to, checks, wire transfers, automated clearinghouse transfers, electronic funds transfers, and other debits and to treat the Bank Accounts for all purposes as debtor-in-possession accounts.

6. The Debtors are authorized to ~~deposit funds in and withdraw funds from their Bank Accounts by all usual means, subject to the same access rights and limitations existing prior to the Petition Date,~~ continue to use their checks, correspondence and other Business Forms including, but not limited to, ~~checks, wire transfers, automated clearinghouse transfers, electronic funds transfers, and other debits and to treat the Bank Accounts for all purposes as debtor-in-possession accounts~~ purchase orders, letterhead, envelopes, promotional materials, substantially in the forms existing immediately prior to the Petition Date, without reference to the Debtors' debtor in possession status; provided, however, once the Debtors' existing checks have been used, the Debtors will require the designation "Debtor in Possession" and the corresponding bankruptcy case number of the lead case on all checks when reordering.

7. Each Debtor is authorized, but not directed, to continue the Corporate Card Account Program in the ordinary course of business, consistent with prepetition practices (subject to ordinary course modifications thereto), including the timely payment of all past and future obligations as they become due and owing under the Corporate Card Accounts (whether prepetition or postpetition) on a postpetition basis and performing all obligations thereunder. The issuers of the cards under the Corporate Card Account Program are authorized to continue making advances pursuant to the terms of their existing agreements (in reliance upon section 364(e) of the Bankruptcy Code) with the Debtors (including as may be renewed, supplemented, amended, or otherwise modified from time to time in the ordinary course of business), and each Debtor is authorized to incur credit in respect of such advances under sections 364(a) and (c) of the Bankruptcy Code, as applicable. The terms of all existing agreements by and between the Debtors and issuers of the cards under the Corporate Card Account Program, including the termination, fee provisions, rights, benefits, collateral, offset and termination rights, and remedies afforded under such agreements shall remain in full force and effect and govern the parties' postpetition transactions with the Debtors, including making ordinary course modifications thereto.

8. The Debtors are (i) authorized and directed to pay all prepetition and postpetition fees incurred through the Amex Corporate Card Accounts and (ii) are authorized to continue to maintain and use the Amex Corporate Card Accounts and perform their obligations under the Amex Agreement. The terms of Amex Agreement remain in full force and effect. Under section 364(c)(1) and (2) of the Bankruptcy Code, all indebtedness incurred by the Debtors on the Amex Corporate Card Accounts and any other agreement between the Debtors and Amex (both prepetition and postpetition) is secured by a valid and perfected first-priority security interest in the Amex Collateral. Amex holds a valid and perfected first-priority security interest senior to all

other security interests in and liens on the Amex Collateral and an administrative expense claim that is senior in right of payment solely from the Amex Collateral in an amount equal to the indebtedness incurred by the Debtors on the Amex Corporate Card Accounts and any other agreement between the Debtors and Amex that is not repaid; provided, however, that pursuant to the DIP Orders, the Prepetition Secured Parties and the DIP Secured Parties (each as defined in the First Day Declaration) have valid and perfected security interests and Adequate Protection Liens (as defined in the DIP Orders) in the Amex Collateral junior only to Amex's first-priority security interest and, following termination of the Amex Agreement or its assignment to any non-Debtor, the Debtors shall provide written direction to Amex to remit all proceeds of the Amex Collateral in excess of Amex's claims secured thereby directly to the DIP Agent or the Prepetition Agent (each as defined in the First Day Declaration), as applicable. For the avoidance of doubt, Amex's security interest in the Amex Collateral, and all payments made under the Amex Corporate Card Accounts, are not avoidable and recoverable transfers or obligations under section 544, 547, 548, and 550 of the Bankruptcy Code.

9. Each Debtor is authorized to continue operating and performing under the Merchant Processing Agreements, including paying and reimbursing the credit card processors for Merchant Services Obligations, whether such Merchant Service Obligations are incurred prepetition or post-petition, in accordance with such Merchant Processing Agreements.

10. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to permit the terms of the Merchant Processing Agreements to remain in full force and effect, and to permit the card processors to settle all prepetition and postpetition Merchant Services Obligations and to enforce protective actions and holdback rights in accordance with the terms of the applicable Merchant Processing Agreement and in a manner consistent with its

ordinary course of business. The card processors are authorized to realize and effectuate all post-petition benefits under the applicable Merchant Processing Agreement.

11. The Banks listed on Exhibit D to the Motion and any and all other financial institutions receiving or transferring funds from the Debtors are hereby authorized to continue to service and administer the Bank Accounts of the relevant Debtor as a ~~debtor-in-possession~~debtor-in-possession account without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wires, or automated clearinghouse transfers drawn on the Bank Accounts by the holders or makers thereof, provided that nothing contained herein shall authorize any such Bank to honor any check issued or dated prior to the date of the commencement of these chapter 11 cases, except as otherwise provided by further order of this Court. In no event shall any of the Banks be required to honor overdrafts or to pay any check, wire or other debit against any of the Bank Accounts that is drawn against uncollected funds.

12. The Debtors may, with the consent of the Required DIP Lenders and the Required Prepetition Lenders, (a) close or otherwise modify their Bank Accounts, (b) open new debtor-in-possession accounts and (c) make changes to their Cash Management System as they deem necessary to facilitate the Chapter 11 Cases and operations, or as may be necessary to comply with the requirements of any debtor-in-possession financing facility or cash collateral usage approved by this Court; provided, however, that (i) the Debtors shall open any new Bank Account at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or at such banks that are willing to immediately execute such an agreement, and (ii) such new ~~b~~Bank ~~a~~Accounts shall be subject to deposit account control agreements acceptable to the Required DIP Lenders and the Required Prepetition Lenders. If the Debtors open or close any current or additional Bank Accounts, such opening or closing shall be timely indicated on the

Debtors' monthly operating reports and notice of such opening or closing shall otherwise be provided within 15 days of opening or closing such account to (a) the U.S. Trustee and (b) counsel to ~~any~~the official committee of unsecured creditors appointed in the Chapter 11 Cases (~~subsequent to its appointment~~the "Committee").

13. Subject to section 553 of the Bankruptcy Code, all Banks that maintain the Bank Accounts are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds in the Bank Accounts on account of, or by reason of, any claim (as defined in section 101(5) of the Bankruptcy Code) of any such Bank against the Debtors that arose before the Petition Date, absent further order of this Court.

14. In connection with the ongoing utilization of the Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all transactions (including Intercompany Transactions) may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

15. The Debtors are authorized to enter into Intercompany Transactions, as described in the Motion, amongst themselves in the ordinary course of business. Intercompany loans and other claims created through Intercompany Transactions between Debtors are hereby granted administrative priority status pursuant to section 507(a)(2) of the Bankruptcy Code; provided that any such claims with administrative priority status shall be junior to the Carve Out and approved superpriority administrative expense claims provided for (and defined) under the DIP Orders; provided, further, that nothing herein shall limit or be construed to limit the Debtors' ability to reconcile amounts owed between and among any Debtors, including netting and setting off obligations arising from Intercompany Transactions, whether arising prepetition or postpetition, in the ordinary course of business, between a Debtor and another Debtor. Notwithstanding anything herein to the contrary, the Debtors may not materially modify, change, or terminate

their existing Intercompany Transactions without the prior consent of the Required DIP Lenders and the Required Prepetition Lenders.

16. Notwithstanding anything contained herein, despite the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate their quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which Debtor pays those disbursements; provided, however, that disbursements shall not include Intercompany Transactions between Debtor entities.

17. The Debtors will maintain accurate and detailed records of all transfers, including Intercompany Transactions, so that all transactions are adequately and promptly documented in, and readily ascertainable and traceable from, the Debtors' books and records and may be readily distinguished between prepetition and postpetition transactions and shall make such records available upon request to the Required DIP Lenders ~~and~~, the Required Prepetition Lenders ~~upon request,~~ and the Committee, in each case subject to the terms of any applicable confidentiality agreements. All intercompany claims shall be reconciled on a monthly basis.

18. The Debtors are authorized to pay or reimburse any bank fees, claims, costs, expenses or charges associated with the Bank Accounts and arising prior to and after the Petition Date, including, without limitation, (i) service charges or fees; (ii) checks deposited with the Banks which have been dishonored or returned for insufficient funds; and (iii) any reimbursement or other payment obligations, such as overdrafts, arising under the terms of any prepetition agreement existing between the Debtors and each Bank (collectively, the "Bank Account Claims"). While maintaining any of the Bank Accounts for the Debtors, the Banks are authorized, without further Order of this Court, to continue to deduct from the appropriate Bank Accounts, the Bank Account Claims incurred in connection with the Bank Accounts.

19. This Order shall apply to all Bank Accounts in, or linked to, the Cash Management System, even if such Bank Accounts do not appear on the list attached as **Exhibit D** to the Motion. All accounts opened by the Debtors on or after the Petition Date at any Bank shall be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed on **Exhibit D** to the Motion) and all Banks at which such accounts are opened shall similarly be subject to the rights and obligations of this Order.

20. The Debtors are authorized to represent (and the Banks are authorized to accept and honor all such representations) which checks, drafts, wires, or ACH transfers should be honored or dishonored whether the Banks believe the payment is or is not consistent with the order(s) of this Court and governing law, and whether such checks, drafts, wires or ACH transfers are dated or made prior to, on or subsequent to the Petition Date.

21. Any of the Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

22. Nothing in this Order (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates, except as expressly set forth herein; or (iii) shall be construed as a promise to pay a claim.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.



24. Notwithstanding any applicable Bankruptcy Rule, this Order shall be effective and enforceable immediately upon entry hereof.

25. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Order.

26. Proposed counsel for the Debtors, through Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”), shall, within three days of the entry of this Order, cause a copy of this Order to be served by electronic mail or first-class mail, as applicable, on all parties served with the Motion and the Interim Order, and Verita shall file promptly thereafter a certificate of service confirming such service.

END OF DOCUMENT

*Prepared and presented by:*

**GREENBERG TRAURIG, LLP**

*/s/ David B. Kurzweil*

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