

ENTERED

July 10, 2023

Nathan Ochsner, Clerk

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

In re:)	
)	Chapter 11
)	
WESCO AIRCRAFT HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 23-90611 (DRJ)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket Nos. 84 and 139

FINAL ORDER
(I) AUTHORIZING THE
DEBTORS TO (A) OBTAIN POSTPETITION
FINANCING AND (B) USE CASH COLLATERAL,
(II) GRANTING LIENS AND PROVIDING SUPERPRIORITY
ADMINISTRATIVE EXPENSE CLAIMS, (III) GRANTING ADEQUATE
PROTECTION TO PREPETITION SECURED PARTIES, (IV) MODIFYING
THE AUTOMATIC STAY, AND (V) GRANTING RELATED RELIEF

Upon the motion (the “**DIP Motion**”)² of Wesco Aircraft Holdings, Inc. and each of its affiliates that are debtors and debtors-in-possession (each, a “**Debtor**” and collectively, the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1 of the Bankruptcy

¹ The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one’s federal tax identification number and the address of its principal office, is available on the website of the Debtors’ noticing agent at <http://www.kccllc.net/incora/>. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

² Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Note Purchase Agreement (as defined herein).



Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), and the Procedures for Complex Chapter 11 Bankruptcy Cases promulgated by the United States Bankruptcy Court for the Southern District of Texas (the “**Complex Case Rules**” and, together with the Local Rules, the “**Bankruptcy Local Rules**”), seeking entry of the interim order entered at D.I. 139 (the “**Interim Order**”) and this final order (this “**Final Order**”) and, together with the Interim Order, the “**Orders**”), among other things:

- (i) authorizing Wesco Aircraft Holdings, Inc. (the “**Issuer**” or the “**Company**”) to obtain postpetition financing (the “**DIP Financing**”) pursuant to a senior secured, superpriority and priming³ debtor-in-possession note purchase agreement, consisting of new money notes in an aggregate principal amount of \$300 million (the commitments in respect thereof, the “**DIP Commitment**” and, such notes, the “**DIP Notes**”) from the DIP Purchasers (as defined herein), of which \$110 million was available immediately upon entry of the Interim Order (the “**Initial Draw**”), and the remainder to be available subject to and upon entry of this Final Order (the “**Final Draw**”), subject to the terms and conditions set forth in that certain Senior Secured Superpriority Debtor-in-Possession Note Purchase Agreement attached to the Interim Order as **Exhibit 1** (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**DIP Note Purchase Agreement**”), by and among the Issuer, Wolverine Intermediate Holding Corporation (“**Holdings**”), the several financial institutions or other entities from time to time party thereto as “**Purchasers**” (the “**DIP Purchasers**”), and Wilmington Savings Fund Society, FSB (“**WSFS**”), as notes agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “**DIP Agent**” and, collectively, with the DIP Purchasers, the “**DIP Secured Parties**”);
- (ii) authorizing the Debtors to jointly and severally guarantee the DIP Notes and the other DIP Obligations (as defined herein) (such Debtors, other than the Issuer, the “**DIP Guarantors**” and, together with the Issuer, the “**DIP Credit Parties**”);
- (iii) authorizing the DIP Credit Parties, as applicable, to execute, deliver and perform under the DIP Note Purchase Agreement and all other credit documentation related to the DIP Notes, including, without limitation, as applicable, security agreements, pledge agreements, debentures, mortgages, control agreements, mortgages, deeds, charges, guarantees, promissory notes, intercompany notes, certificates, instruments, intellectual property security agreements, notes, fee letters and such other documents that are ancillary or incidental thereto or that

³ For the avoidance of doubt, the DIP Liens shall not prime the Prepetition ABL Liens on the ABL Priority Collateral.

may be reasonably requested by the DIP Secured Parties in connection with the DIP Notes, in each case, as amended, restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof (collectively, together with the DIP Note Purchase Agreement, any other Note Documents (as defined in the DIP Note Purchase Agreement), the Interim Order and this Final Order, the “**DIP Documents**”);

- (iv) authorizing the DIP Credit Parties to issue and guarantee notes and incur and guarantee all Obligations, including all advances, extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including, without limitation, commitment fees, upfront fees, exit fees, backstop fees or premiums, administrative agency fees, and any other fees payable pursuant to the DIP Documents), costs, expenses and other liabilities, and all other obligations (including indemnities and similar obligations, whether contingent or absolute) due or payable to or for the benefit of any DIP Secured Party or any indemnified party related thereto under the DIP Documents (collectively, the “**DIP Obligations**”), and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith;
- (v) subject to the Carve-Out (as defined herein), granting to the DIP Agent, for the benefit of itself and the DIP Secured Parties, allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all DIP Obligations of the DIP Credit Parties;
- (vi) granting to the DIP Agent, for the benefit of itself and the DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on all DIP Collateral (as defined herein), including, without limitation, all Cash Collateral (as defined herein), on the terms described herein, and any Avoidance Proceeds (as defined herein), in each case subject to (a) the Carve-Out, (b) the Prepetition ABL Liens solely on the Prepetition ABL Priority Collateral (each as defined herein) and (c) such other security interests and liens as and solely to the extent set forth herein;
- (vii) authorizing the DIP Agent, acting at the direction of the Required Purchasers, to take all commercially reasonable actions to implement and effectuate the terms of the Orders;
- (viii) waiving (A) the Debtors’ right to surcharge the Prepetition Collateral (as defined herein) and the DIP Collateral (together, the “**Collateral**”) pursuant to section 506(c) of the Bankruptcy Code and (B) any “equities of the case” exception under section 552(b) of the Bankruptcy Code;
- (ix) waiving the equitable doctrine of “marshaling” and other similar doctrines (A) with respect to the DIP Collateral for the benefit of any party other than the DIP Secured Parties and (B) with respect to any of the Prepetition Collateral

(including the Cash Collateral) for the benefit of any party other than the Prepetition Secured Parties (as defined herein);

- (x) authorizing the Debtors to use proceeds of the DIP Notes and Cash Collateral solely in accordance with the DIP Documents;
- (xi) authorizing the Debtors to pay the principal, interest, fees, expenses, reimbursements, and other amounts payable under the DIP Documents as such become earned, due and payable to the extent provided in, and in accordance with, the DIP Documents;
- (xii) subject to the restrictions set forth in the DIP Documents, authorizing the Debtors to use the Prepetition Collateral, including Cash Collateral of the Prepetition Secured Parties under the Prepetition Debt Documents (as defined herein), and provide Adequate Protection (as defined herein) to the Prepetition Secured Parties for any diminution in value of their respective interests in the applicable Prepetition Collateral (including Cash Collateral), for any reason provided for under the Bankruptcy Code, including resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code (the “**Automatic Stay**”), the Debtors’ use, sale, or lease of the Prepetition Collateral (including Cash Collateral), and, where applicable, the priming of their respective interests in the Prepetition Collateral (including Cash Collateral);
- (xiii) vacating and modifying the Automatic Stay to the extent set forth herein and as necessary to permit the Debtors and their affiliates, the DIP Secured Parties, and the Prepetition Secured Parties to implement and effectuate the terms and provisions of the DIP Documents, including this Final Order, and to deliver any notices of termination described below and as further set forth herein; and
- (xiv) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Final Order.

The Court having considered the relief requested in the DIP Motion, the exhibits attached thereto, the *Declaration of Brian Cejka in Support of Debtors’ Emergency Motion for Entry of Interim And Final Orders (I) Authorizing Them to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [D.I. 90] (the “**Cejka Declaration**”), *Declaration of Peter Laurinaitis in Support of Debtors’ Emergency Motion for Entry of Interim*

And Final Orders (I) Authorizing Them to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief [D.I. 87] (the “**Laurinaitis Declaration**”), the *Declaration of Raymond Carney in Support of Chapter 11 Petitions and First Day Motions* [D.I. 13] (the “**First Day Declaration**”), the available DIP Documents, and the evidence submitted and arguments made at the interim hearing held on June 1, 2023 (the “**Interim Hearing**”) and the final hearing held on July 10, 2023 (the “**Final Hearing**”); and the Court having entered the Interim Order; and due and sufficient notice of the Final Hearing having been given in accordance with Bankruptcy Rules 2002 and 4001(b), (c) and (d), and all applicable Bankruptcy Local Rules; and the Interim Hearing and Final Hearing having been held and concluded; and all objections, if any, to the final relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the relief requested in the DIP Motion on a final basis is fair and reasonable and in the best interests of the Debtors and their estates, and is essential for the continued operation of the Debtors’ businesses and the preservation of the value of the Debtors’ assets; and it appearing that the DIP Credit Parties’ entry into the DIP Documents is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

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

A. *Petition Date.* On June 1, 2023 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Court**”). On June 1, 2023, this Court entered an order approving the joint administration of the Chapter 11 Cases.

B. *Debtors in Possession.* The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

C. *Jurisdiction and Venue.* The Court has jurisdiction over the Chapter 11 Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. This case has been referred to this Court by General Order 2012-6, *In re Order of Reference to Bankruptcy Judges* (S.D. Tex. May 24, 2012) (Hinojosa, C.J.), pursuant to 28 U.S.C. § 157(a). Consideration of the DIP Motion is a core proceeding under 28 U.S.C. § 157(b). The Debtors have consented to entry of a final order by the Court on the DIP Motion if it is determined that the Court cannot enter a final order on the DIP Motion consistent with Article III of the U.S. Constitution. Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m),

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, and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. 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.

364(c), 364(d)(1), 364(e), 503, 506 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 9014, and Local Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1.

D. *Committee Formation.* On June 16, 2023, the United States Trustee for the Southern District of Texas (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (the “**Committee**”).

E. *Notice.* The Final Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate and sufficient notice of the DIP Motion and the Final Hearing has been provided in accordance with the Interim Order, Bankruptcy Code, the Bankruptcy Rules and the Bankruptcy Local Rules, and no other or further notice is required to enter this Final Order.

F. *Cash Collateral.* As used herein, the term “**Cash Collateral**” shall mean all of the Debtors’ cash, wherever located and held, including cash in deposit accounts, that constitutes or will constitute “cash collateral” of any of the Prepetition Secured Parties and DIP Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors’ Stipulations.* Subject to the provisions and limitations contained in paragraph 19 hereof (including the Challenge Period, as defined therein), and after consultation with their attorneys and financial advisors, and in exchange for and as a material inducement to the Prepetition Secured Parties to agree to consent to access to the Cash Collateral, and subordination of the Prepetition Liens to the DIP Liens (each as defined below) to the extent set forth herein, the Debtors admit, stipulate and agree that:

(i) *Prepetition 1L Notes.* Pursuant to that certain indenture for the 10.50% senior secured first lien PIK notes due 2026 (collectively, the “**Prepetition 1L Notes**”), dated as

of March 28, 2022 (as amended, supplemented, restated or otherwise modified prior to the Petition Date, the “**Prepetition 1L Notes Indenture**” and, collectively with the Prepetition Junior Intercreditor Agreement, the Prepetition ABL Intercreditor Agreement (each as defined herein), the other Note Documents (as defined in the Prepetition 1L Notes Indenture) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the “**Prepetition 1L Notes Documents**”), by and among (A) the Company, as issuer (the “**Prepetition 1L Notes Issuer**”), (B) Wolverine Intermediate Holding II Corporation (“**Holdings II**”), (C) the Guarantors, including the U.K. Guarantors (each as defined in the Prepetition 1L Notes Indenture), from time to time party thereto (collectively, the “**Prepetition 1L Notes Guarantors**”), and (D) WSFS, as indenture trustee and notes collateral agent (solely in such capacity, the “**Prepetition 1L Notes Trustee**”) for the benefit of the holders of the Prepetition 1L Notes (the “**Prepetition 1L Noteholders**” and, together with the Prepetition 1L Notes Trustee and all other holders of Prepetition 1L Notes Debt (as defined below), the “**Prepetition 1L Notes Secured Parties**”), the Prepetition 1L Notes Issuer issued the Prepetition 1L Notes to the Prepetition 1L Noteholders and the Prepetition 1L Notes Guarantors guaranteed on a joint and several basis the obligations of the Prepetition 1L Notes Issuer under the Prepetition 1L Notes Indenture and the other Prepetition 1L Notes Documents;

(ii) *Prepetition 1L Notes Debt.* The Prepetition 1L Notes Issuer and the Prepetition 1L Notes Guarantors were justly and lawfully indebted and liable to the Prepetition 1L Notes Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, in the aggregate principal amount of not less than \$1,318,739,792.00 of the outstanding Prepetition 1L Notes, which notes were issued by the Prepetition 1L Notes Issuer pursuant to,

and in accordance with the terms of, the Prepetition 1L Notes Documents, plus accrued and unpaid interest thereon and any fees, expenses and disbursements (including any attorneys' fees, accountants' fees, appraisers' fees, auditors' fees, and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition 1L Notes Documents), costs, charges, indemnities, and other "Obligations" (as defined in the Prepetition 1L Notes Indenture) under the Prepetition 1L Notes Documents (whether arising before or after the Petition Date) (collectively, the "**Prepetition 1L Notes Debt**"), which Prepetition 1L Notes Debt has been guaranteed on a joint and several basis by each of the Prepetition 1L Notes Guarantors;

(iii) *Prepetition 1.25L Notes*. Pursuant to that certain indenture for the 13.125% senior secured 1.25 lien PIK notes due 2027 (collectively, the "**Prepetition 1.25L Notes**"), dated as of March 28, 2022 (as amended, supplemented, restated or otherwise modified prior to the Petition Date, the "**Prepetition 1.25L Notes Indenture**" and, collectively with the Prepetition Junior Intercreditor Agreement, the Prepetition ABL Intercreditor Agreement, the other Notes Documents (as defined in the Prepetition 1.25L Notes Indenture) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "**Prepetition 1.25L Notes Documents**"), by and among (A) the Company, as issuer (the "**Prepetition 1.25L Notes Issuer**"), (B) Holdings II, (C) the Guarantors, including the U.K. Guarantors (as defined in the Prepetition 1.25L Notes Indenture), from time to time party thereto (collectively, the "**Prepetition 1.25L Notes Guarantors**"), and (D) WSFS, as indenture trustee and collateral agent (solely in such capacity, the "**Prepetition 1.25L Notes Trustee**" and, together with the Prepetition 1L Notes Trustee, the "**Prepetition Secured Notes Trustees**") for the benefit of the holders of the Prepetition 1.25L Notes (the "**Prepetition 1.25L**

Noteholders” and, together with the Prepetition 1.25L Notes Trustee and all other holders of Prepetition 1.25L Notes Debt (as defined below), the “**Prepetition 1.25L Notes Secured Parties**” and, together with the Prepetition 1L Notes Secured Parties, the “**Prepetition Notes Secured Parties**”), the Prepetition 1.25L Notes Issuer issued the Prepetition 1.25L Notes to the Prepetition 1.25L Noteholders and the Prepetition 1.25L Notes Guarantors guaranteed on a joint and several basis the obligations of the Prepetition 1.25L Notes Issuer under the Prepetition 1.25L Notes Indenture and the other Prepetition 1.25L Notes Documents;

(iv) *Prepetition 1.25L Notes Debt.* The Prepetition 1.25L Notes Issuer and the Prepetition 1.25L Notes Guarantors were indebted and liable to the Prepetition 1.25L Notes Secured Parties in the aggregate principal amount of not less than \$499,955,412.00 of the outstanding Prepetition 1.25L Notes, which notes were issued by the Prepetition 1.25L Notes Issuer pursuant to, and in accordance with the terms of, the Prepetition 1.25L Notes Documents, plus accrued and unpaid interest thereon and any fees, expenses (including any attorneys’ fees, accountants’ fees, appraisers’ fees, and financial advisors’ fees, in each case, that are chargeable or reimbursable under the Prepetition 1.25L Notes Documents), costs, charges, indemnities, and other “Obligations” (as defined in the Prepetition 1.25L Notes Indenture) under the Prepetition 1.25L Notes Documents (whether arising before or after the Petition Date) (collectively, the “**Prepetition 1.25L Notes Debt**”), which Prepetition 1.25L Notes Debt has been guaranteed on a joint and several basis by each of the Prepetition 1.25L Notes Guarantors;

(v) *Prepetition ABL Facility.* Pursuant to that certain Revolving Credit Agreement, dated as of January 9, 2020 (as amended, supplemented, restated or otherwise modified prior to the Petition Date, the “**Prepetition ABL Credit Agreement**” and, collectively with the Prepetition ABL Intercreditor Agreement, the other Credit Documents (as defined in the

Prepetition ABL Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the “**Prepetition ABL Credit Documents**” and, together with the Prepetition 1L Notes Documents and the Prepetition 1.25L Notes Documents, the “**Prepetition Debt Documents**”), among (A) the Company and the other Debtors party thereto (other than Holdings), as borrowers (the “**Prepetition ABL Borrowers**”), (B) Holdings II, (C) Bank of America, N.A., as administrative agent and collateral agent (solely in such capacity, the “**Prepetition ABL Agent**”), and (D) the lenders party thereto from time to time as “Lenders” (as defined in the Prepetition ABL Credit Agreement) (the “**Prepetition ABL Lenders**” and, collectively with the Prepetition ABL Agent and all other holders of Prepetition ABL Debt (as defined below), the “**Prepetition ABL Secured Parties**” and, together with the Prepetition Notes Secured Parties, the “**Prepetition Secured Parties**”), the Prepetition ABL Lenders provided revolving credit and other financial accommodations to the Prepetition ABL Borrowers pursuant to the Prepetition ABL Credit Documents, and the Debtors that are guarantors under the Prepetition ABL Credit Documents (the “**Prepetition ABL Guarantors**”) have guaranteed on a joint and several basis the “Obligations” (as defined in the Prepetition ABL Credit Agreement) under the Prepetition ABL Credit Agreement and the other Prepetition ABL Credit Documents;

(vi) *Prepetition ABL Debt.* The Prepetition ABL Borrowers and the Prepetition ABL Guarantors were justly and lawfully indebted and liable to the Prepetition ABL Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, for not less than \$420,981,782.90 in outstanding principal amount of Revolving Loans (as defined in the Prepetition ABL Credit Agreement) as of the Petition Date and with respect to all obligations on

account of amounts available for drawing under outstanding letters of credit as of the Petition Date (the “**Letters of Credit**”) in an aggregate amount of \$1,626,800.00,⁵ which Revolving Loans and Letters of Credit were made or issued by the Prepetition ABL Lenders pursuant to, and in accordance with the terms of, the Prepetition ABL Credit Documents, plus, to the extent not otherwise included, accrued and unpaid interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’, field examiners’, monitor’s and financial and other advisors’ fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition ABL Credit Documents), costs, charges, indemnities, Bank Product Debt (as defined in the Prepetition ABL Credit Agreement) and other “Obligations” (as defined in the Prepetition ABL Credit Agreement) under the Prepetition ABL Credit Documents (whether arising before or after the Petition Date) as provided in the Prepetition ABL Credit Documents (collectively, the “**Prepetition ABL Debt**” and, collectively with the Prepetition 1L Notes Debt and the Prepetition 1.25L Notes Debt, the “**Prepetition Secured Debt**”), which Prepetition ABL Debt has been guaranteed on a joint and several basis by each of the Prepetition ABL Guarantors;

(vii) *Prepetition ABL Intercreditor Agreement.* Pursuant to and to the extent set forth in that certain Amended and Restated ABL Intercreditor Agreement, dated as of March 28, 2022 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “**Prepetition ABL Intercreditor Agreement**”), by and among (A) the Prepetition ABL Agent, (B) the Prepetition 1L Notes Trustee and (C) the Prepetition 1.25L Notes Trustee, and acknowledged and agreed by the Debtors, the parties thereto agreed, among other things: (X) that all actual or purported liens of the Prepetition ABL Agent, including the

⁵ For the avoidance of doubt, all commitments under the Prepetition ABL Credit Agreement were terminated upon the filing of the Chapter 11 Cases.

Prepetition ABL Liens (as defined herein), on ABL Collateral (as defined in the Prepetition ABL Intercreditor Agreement) (“**ABL Priority Collateral**”)⁶ have priority over and are senior to all actual or purported liens of the Prepetition 1L Notes Trustee or the Prepetition 1.25L Notes Trustee, including the Prepetition 1L Notes Liens and the Prepetition 1.25L Notes Liens (each as defined herein), on such Collateral, (Y) that all actual or purported liens of the Prepetition 1L Notes Trustee or the Prepetition 1.25L Notes Trustee, including the Prepetition 1L Notes Liens and the Prepetition 1.25L Notes Liens, on Fixed Asset Collateral (as defined in the Prepetition ABL Intercreditor Agreement) (“**Notes Priority Collateral**”) have priority over and are senior to all actual or purported liens of the Prepetition ABL Agent, including the Prepetition ABL Liens, on such Collateral, and (Z) to be bound by the other waterfall and turnover provisions contained therein;

(viii) *Prepetition Junior Intercreditor Agreement.* Pursuant to and to the extent set forth in that certain Junior Lien Intercreditor Agreement, dated as of March 28, 2022 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “**Prepetition Junior Intercreditor Agreement**”), by and among (A) the Prepetition 1L Notes Trustee and (B) the Prepetition 1.25L Notes Trustee, and acknowledged and agreed by the Debtors party thereto, the parties thereto agreed, among other things: (X) that all actual or purported liens of the Prepetition 1L Notes Trustee, including the Prepetition 1L Notes Liens, have priority over and are senior in all respects and prior to all actual or purported liens of the Prepetition 1.25L Notes Trustee, including the Prepetition 1.25L Notes Liens, and (Y) to be bound by the other waterfall and turnover provisions contained therein;

⁶ For the avoidance of doubt, and notwithstanding anything to the contrary herein, the proceeds of the DIP Notes are not ABL Priority Collateral.

(ix) *Validity of Prepetition ABL Debt.* The Prepetition ABL Debt constitutes legal, valid, binding, and non-avoidable obligations of the Prepetition ABL Borrowers, enforceable in accordance with its terms and no portion of the Prepetition ABL Debt or any payment made to the Prepetition ABL Secured Parties or applied to or paid on account of the obligations owing under the Prepetition ABL Credit Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim (as such term is used in the Bankruptcy Code), cause of action (including any claims or avoidance actions under chapter 5 of the Bankruptcy Code), chases in action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law;

(x) *Validity of Prepetition 1L Notes Debt.* The Prepetition 1L Notes Debt constitutes legal, valid, binding, and non-avoidable obligations of the Prepetition 1L Notes Issuer and the Prepetition 1L Notes Guarantors, enforceable in accordance with its terms and no portion of the Prepetition 1L Notes Debt or any payment made to the Prepetition 1L Notes Secured Parties or applied to or paid on account of the obligations owing under the Prepetition 1L Notes Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim (as such term is used in the Bankruptcy Code), cause of action (including any claims or avoidance actions under chapter 5 of the Bankruptcy Code), chases in action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law;

(xi) *Validity, Perfection and Priority of Prepetition 1L Notes Liens.* As of the Petition Date, pursuant to and in connection with the Prepetition 1L Notes Documents, the Prepetition 1L Notes Issuer and the Prepetition 1L Notes Guarantors granted to the Prepetition

1L Notes Trustee, for the benefit of itself and the other Prepetition 1L Notes Secured Parties, a security interest in and continuing lien (the “**Prepetition 1L Notes Liens**”) on substantially all of their assets and property, including (X) a valid, binding, properly perfected, enforceable first-priority security interest in and continuing lien on Notes Priority Collateral (which, for the avoidance of doubt, includes certain Cash Collateral) (such collateral that is property of any Debtor or its estate as of the Petition Date, collectively with all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising, the “**Prepetition Notes Priority Collateral**”), and (Y) a valid, binding, properly perfected, enforceable second-priority security interest in and continuing lien on ABL Priority Collateral (which, for the avoidance of doubt, includes certain Cash Collateral) (such collateral that is property of any Debtor or its estate as of the Petition Date, collectively with all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising, the “**Prepetition Notes Junior Collateral**”) and, together with the Prepetition Notes Priority Collateral, the “**Prepetition Notes Collateral**”), which Prepetition 1L Notes Liens are not subject to avoidance, recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law, and are subject and subordinate only to the liens of the Prepetition ABL Agent on ABL Priority Collateral and certain other liens permitted by the Prepetition 1L Notes Documents, solely to the extent any such permitted liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition 1L Notes Liens as of the Petition Date (excluding, for the avoidance of doubt, the Prepetition Liens, the “**Prepetition Notes Permitted Senior Liens**”);

(xii) *Prepetition 1.25L Notes Liens.* As of the Petition Date, pursuant to and in connection with the Prepetition 1.25L Notes Documents, the Prepetition 1.25L Notes Issuer and the Prepetition 1.25L Notes Guarantors granted to the Prepetition 1.25L Notes Trustee, for the benefit of itself and the other Prepetition 1.25L Notes Secured Parties, a security interest in and continuing lien (the “**Prepetition 1.25L Notes Liens**” and, together with the Prepetition 1L Notes Liens, the “**Prepetition Notes Liens**”) on the Prepetition Notes Collateral, including (X) a second-priority security interest in and continuing lien on the Prepetition Notes Priority Collateral, and (Y) a third-priority security interest in and continuing lien on ABL Priority Collateral, which Prepetition 1.25L Notes Liens are subject and subordinate to the liens of the Prepetition ABL Agent on ABL Priority Collateral, the liens of the Prepetition 1L Notes Trustee on all Collateral, and the Prepetition Notes Permitted Senior Liens;

(xiii) *Validity, Perfection and Priority of Prepetition ABL Liens.* As of the Petition Date, pursuant to and in connection with the Prepetition ABL Credit Documents, the Prepetition ABL Borrowers, and the Prepetition ABL Guarantors granted to the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, a security interest in and continuing lien (the “**Prepetition ABL Liens**” and, together with the Prepetition Notes Liens, the “**Prepetition Liens**”) on substantially all of their assets and property, including, (X) a valid, binding, properly perfected, enforceable first-priority security interest in and continuing lien on ABL Priority Collateral (which, for the avoidance of doubt, includes certain Cash Collateral) (such collateral that is property of any Debtor or its estate as of the Petition Date, collectively with all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising, the “**Prepetition ABL Priority Collateral**”), and (Y) a valid, binding, properly perfected, enforceable third-priority security

interest in and continuing lien on Notes Priority Collateral (which, for the avoidance of doubt, includes certain Cash Collateral) (such collateral that is property of any Debtor or its estate as of the Petition Date, collectively with all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising, the “**Prepetition ABL Junior Collateral**” and, together with the Prepetition ABL Priority Collateral, the “**Prepetition ABL Collateral**” and, the Prepetition ABL Collateral together with the Prepetition Notes Collateral, the “**Prepetition Collateral**”), which Prepetition ABL Liens are not subject to avoidance, recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law, and are subject and subordinate only to the liens of the Prepetition 1L Notes Trustee and the Prepetition 1.25L Notes Trustee on the Prepetition Notes Priority Collateral and certain other liens permitted by the Prepetition ABL Credit Documents, solely to the extent any such permitted liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition ABL Liens as of the Petition Date (excluding, for the avoidance of doubt, the Prepetition Liens, the “**Prepetition ABL Permitted Senior Liens**” and, together with the Prepetition Notes Permitted Senior Liens, the “**Prepetition Permitted Senior Liens**”).

(xiv) *No Control*. None of the Prepetition 1L Notes Secured Parties, the Prepetition ABL Secured Parties or the DIP Secured Parties control (or have in the past controlled) the Debtors or their properties or operations, have authority to determine the manner in which any Debtors’ operations are conducted or are control persons or insiders of the Debtors,

in each case, by virtue of any actions taken with respect to, in connection with, related to or arising from the Prepetition Debt Documents or the DIP Documents.

(xv) *No Claims or Causes of Action.* No claims or causes of action held by the Debtors or their estates exist against, or with respect to, the Prepetition 1L Notes Secured Parties or the Prepetition ABL Secured Parties or any of their respective Representatives (as defined herein) (in each case, in their capacity as such) under or relating to any agreements by and among the Debtors and any Prepetition Secured Party as of the Petition Date. The Debtors have waived, discharged, and released any right to challenge any of the Prepetition 1L Notes Debt or the Prepetition ABL Debt, the priority of the Debtors' obligations thereunder, and the validity, extent and priority of the Prepetition 1L Notes Liens or the Prepetition ABL Liens.

(xvi) *Release.* Each of the Debtors and, subject to the Challenge Period in paragraph 19, the Debtors' estates, on its own behalf and on behalf of its and their respective past, present and future predecessors, successors, heirs, subsidiaries, and assigns, hereby (a) reaffirms the releases granted pursuant to paragraph G(xvi) of the Interim Order and (b) absolutely, unconditionally and irrevocably releases and forever discharges and acquits each of the Prepetition 1L Notes Secured Parties, the Prepetition ABL Secured Parties, the DIP Secured Parties, and each of their respective Representatives (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, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal law or otherwise, in each case

arising out of or related to (as applicable) the Prepetition Debt Documents or the DIP Documents, the negotiation thereof or of the transactions and agreements reflected thereby, or the financial or other obligations owing or made thereunder, in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Final Order. For the avoidance of doubt, nothing in this release shall relieve the DIP Secured Parties or the Debtors of their obligations under the DIP Documents.

H. *Findings Regarding the DIP Financing and Use of Cash Collateral.*

(i) Good and sufficient cause has been shown for the entry of this Final Order and for authorization of the DIP Credit Parties to obtain financing pursuant to the DIP Documents.

(ii) The Debtors have a critical need to obtain the DIP Financing and to use Prepetition Collateral (including Cash Collateral) in order to, among other things, permit the Debtors to continue the orderly operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, to make capital expenditures, to satisfy other working capital and operational needs and to fund expenses of these Chapter 11 Cases. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, the incurrence of new indebtedness under the DIP Documents and other financial accommodations provided under the DIP Documents are necessary and vital to the preservation and maintenance of the going concern values of the Debtors and to a successful reorganization of the Debtors, and the Debtors would suffer

immediate and irreparable harm without the ability to access the DIP Financing and Cash Collateral.

(iii) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Purchasers under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit allowable under section 364(c)(1), 364(c)(2) or 364(c)(3) of the Bankruptcy Code without granting to the DIP Secured Parties the DIP Liens and the DIP Superpriority Claims (each as defined herein) and incurring the Adequate Protection Obligations (as defined herein), in each case subject to the Carve-Out to the extent set forth herein, under the terms and conditions set forth in the DIP Documents.

(iv) The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Prepetition Collateral and acquire equipment, inventory and other personal property, all of which constitutes Prepetition Collateral under the Prepetition Debt Documents that is subject to the Prepetition Secured Parties' security interests as set forth in the Prepetition Debt Documents, as applicable.

(v) The Debtors desire to use in their business operations a portion of the cash, rents, income, offspring, products, proceeds and profits described in the preceding paragraph that constitute Cash Collateral of the Prepetition Secured Parties under section 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds, and profits, in existence as of the Petition Date or hereafter created or arising, including balances of funds in the Debtors' prepetition and postpetition operating bank accounts, also constitute Cash Collateral.

(vi) Based on the DIP Motion, the First Day Declaration, the Cejka Declaration, the Laurinaitis Declaration and the record presented to the Court at the Interim Hearing and the Final Hearing, the terms of the DIP Financing, the terms of the adequate protection granted to the Prepetition Secured Parties as provided in paragraph 13 of this Final Order (the “**Adequate Protection**”), and the terms on which the Debtors may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to the DIP Documents are fair and reasonable, reflect the DIP Credit Parties’ exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(vii) The DIP Financing, the Adequate Protection and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm’s length among the DIP Credit Parties, the DIP Secured Parties, the Prepetition 1L Notes Secured Parties and the Prepetition ABL Secured Parties, and all of the DIP Credit Parties’ obligations and indebtedness arising under, in respect of, or in connection with, the DIP Financing and the DIP Documents, including, without limitation, all notes and guarantees issued by the DIP Credit Parties pursuant to the DIP Documents and any other DIP Obligations, shall be deemed to have been extended by the DIP Secured Parties and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that any of the Orders or any provision thereof is vacated, reversed or modified, on appeal or otherwise.

(viii) The Prepetition 1L Notes Secured Parties and the Prepetition ABL Secured Parties have acted in good faith regarding the DIP Financing and the Debtors’ continued

use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses (including the incurrence and payment of and performance under the Adequate Protection Obligations and the granting of the Adequate Protection Liens (as defined herein)), in accordance with the terms hereof, and the Prepetition 1L Notes Secured Parties and the Prepetition ABL Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of sections 363(m) and 364(e) of the Bankruptcy Code in the event that any of the Orders or any provision thereof is vacated, reversed or modified, on appeal or otherwise.

(ix) The Prepetition Secured Parties are entitled to the Adequate Protection provided in the Orders as and to the extent set forth therein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code. Based on the DIP Motion and on the record presented to the Court, the terms of the proposed Adequate Protection and of the use of the Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral, including the Cash Collateral, and, to the extent their consent is required, the requisite Prepetition Secured Parties have consented or are deemed hereby to have consented to the use of the Prepetition Collateral, including the Cash Collateral, on the terms set forth in the Orders, and the priming of the Prepetition Notes Liens on the Prepetition Collateral and the priming of the Prepetition ABL Liens on the Notes Priority Collateral by the DIP Liens pursuant to the terms set forth in the DIP Documents; *provided* that nothing in the DIP Documents shall (x) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral other than on the terms set forth in the Orders and in the context of the DIP Financing authorized by the Orders to the extent such consent has been or is

deemed to have been given, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior) other than as contemplated by the DIP Financing authorized by the Orders, or (z) prejudice, limit or otherwise impair the rights of any of the Prepetition Secured Parties to seek new, different or additional adequate protection or assert any rights of any of the Prepetition Secured Parties, and the rights of any other party in interest, including the DIP Credit Parties or any other Prepetition Secured Party, to object to such relief are hereby preserved.

(x) The Debtors have prepared and delivered to the advisors to the DIP Secured Parties and the Prepetition ABL Agent an initial budget (the “**Initial DIP Budget**”), filed at D.I. 265. The Initial DIP Budget reflects, among other things, the Debtors’ projected operating receipts, operating disbursements, non-operating disbursements, net operating cash flow and liquidity for each calendar week covered thereby. The Initial DIP Budget may be modified, amended, extended, and updated from time to time in accordance with the DIP Note Purchase Agreement, and such modified, amended, extended and/or updated budget, once approved by the Required Purchasers in accordance with the DIP Note Purchase Agreement, with the reasonable consent of the Prepetition ABL Agent solely as to aspects thereof that could reasonably be expected to impact the rights of the Prepetition ABL Secured Parties or their Cash Collateral, shall modify, replace, supplement or supersede, as applicable, the Initial DIP Budget for the periods covered thereby (the Initial DIP Budget and each subsequent approved budget shall constitute, without duplication, an “**Approved Budget**”). The Initial DIP Budget has been thoroughly reviewed by the Debtors, their management and their advisors, and the Debtors believe that the Initial DIP Budget is reasonable under the circumstances. The DIP Secured Parties and the Prepetition ABL Secured Parties are relying, in part, upon the DIP Credit Parties’

agreement to comply with the Approved Budget (subject only to permitted variances), the Adequate Protection Obligations set forth herein (including in respect of the borrowing base) and the other DIP Documents in determining to enter into the postpetition financing arrangements and consent to the use of Cash Collateral provided for in this Final Order.

(xi) Each of the Prepetition 1L Notes Secured Parties and the Prepetition ABL Secured Parties 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 Prepetition 1L Notes Secured Parties or the Prepetition ABL Secured Parties with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Collateral. The foregoing is a condition and a material inducement to the DIP Secured Parties’ agreement to provide the DIP Financing and the Prepetition Secured Parties’ consent to the use of Cash Collateral.

I. *Relief Essential; Best Interest.* The Final Hearing was held in accordance with Bankruptcy Rules 4001(b)(2) and (c)(2) and Local Rule 4001-1(b). Consummation of the DIP Financing and the permitted use of Prepetition Collateral (including Cash Collateral), in accordance with the Orders and the other DIP Documents, are therefore in the best interests of the Debtors’ estates and consistent with the Debtors’ exercise of their fiduciary duties. The DIP Motion and this Final Order comply with the requirements of Local Rule 4001-1(b).

J. *Prior Liens; Continuation of Prepetition Liens.* Nothing herein shall constitute a finding or ruling by this Court that any alleged Prepetition Permitted Senior Lien or any other Prior Lien (as defined herein) is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party in interest, including, but not limited to, the DIP Credit Parties, the DIP Secured Parties, or the Prepetition Secured Parties, to

challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prepetition Permitted Senior Lien or other Prior Lien. The right of a seller of goods to reclaim goods under section 546(c) of the Bankruptcy Code is not a Prepetition Permitted Senior Lien or other Prior Lien, as used herein, and is expressly subject to the DIP Liens (as defined herein) and the Prepetition Liens. The Prepetition Liens and the DIP Liens are continuing liens, and the Collateral is and will continue to be encumbered by such liens.

K. *Intercreditor Agreements.* Pursuant to Section 510 of the Bankruptcy Code, the Prepetition ABL Intercreditor Agreement, the Prepetition Junior Intercreditor Agreement and any other applicable intercreditor or subordination provisions contained in any of the other Prepetition Debt Documents (the “**Intercreditor Agreements**”) shall (i) remain in full force and effect, (ii) continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including the relative priorities, rights and remedies of such parties with respect to replacement liens, administrative expense claims and superpriority administrative expense claims granted or amounts payable in respect thereof by the Debtors under the Orders or otherwise) and (iii) not be deemed to be amended, altered or modified by the terms of the Orders or the other DIP Documents, unless expressly set forth herein or therein.

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

IT IS HEREBY ORDERED THAT:

1. *Motion Granted.* The relief sought in the DIP Motion is granted, the financing described herein is authorized and approved, and the use of Cash Collateral is authorized, in each case, on a final basis, subject to the terms and conditions set forth in the DIP Documents. All

objections to this Final Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits.

2. *Authorization of the DIP Financing and the DIP Documents.*

(a) The DIP Credit Parties were, by the Interim Order, and hereby are authorized to execute, deliver, enter into and, as applicable, perform all of their obligations under the DIP Documents and such other and further acts as may be necessary, appropriate or desirable in connection therewith. The Issuer was, by the Interim Order, and is hereby authorized to issue the DIP Notes pursuant to the DIP Note Purchase Agreement and the DIP Guarantors were, by the Interim Order, and are hereby authorized to provide a guaranty of payment in respect of the DIP Obligations, in each case, in accordance with the DIP Documents, the proceeds of which shall be used for all purposes permitted under the DIP Documents, including this Final Order (and subject to and in accordance with the Approved Budget (subject to any permitted variances)).

(b) In furtherance of the foregoing and without further approval of this Court, each DIP Credit Party was, by the Interim Order, and hereby is authorized and directed to perform all acts, to make, execute and deliver all instruments, certificates, agreements, charges, deeds and documents (including, without limitation, the execution or recordation of pledge and security agreements, mortgages, financing statements and other similar documents), and to pay all fees, expenses and indemnities in connection with or that may be reasonably required, necessary, or desirable for the DIP Credit Parties' performance of their obligations under or related to the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Documents and one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case, in such form as the DIP Credit Parties and the DIP

Agent (acting in accordance with the terms of the DIP Note Purchase Agreement) may agree, it being understood that no further approval of this Court shall be required for any authorizations, amendments, waivers, consents or other modifications to and under the DIP Documents (or any fees or other expenses, including attorneys', accountants', appraisers' and financial advisors' fees, amounts, charges, costs, indemnities and other like obligations, paid in connection therewith) that do not shorten the maturity of the extensions of credit thereunder, increase the aggregate commitments, increase the rate of interest payable or fees that are payable calculated on commitments thereunder, increase facility-based fees, or create additional facility-based fees (it being further understood that updates, modifications, and supplements to the Approved Budget required to be delivered to the DIP Secured Parties under the DIP Documents shall not require further approval from this Court);

(ii) the non-refundable payment to the DIP Secured Parties, as the case may be, of all fees and rights received as consideration under, or in connection with, the issuance of the DIP Notes, whether paid pursuant to the Interim Order or this Final Order, including any amendment fees, prepayment premiums, early termination fees, servicing fees, audit fees, liquidator fees, structuring fees, administrative agent's, collateral agent's or security trustee's fees, upfront fees, closing fees, commitment fees, exit fees, closing date fees, backstop fees, original issue discount, prepayment fees or agency fees, rights under the DIP Note Purchase Agreement, indemnities and professional fees (the payment of which fees shall be irrevocable, and was and shall be, and was and shall be deemed to have been, approved upon entry of the Interim Order or this Final Order, as applicable, whether any such fees arose before, on or after the Petition Date and whether or not the transactions contemplated hereby are consummated, and, upon payment thereof, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense,

counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment, or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law or otherwise by any person or entity) and any amounts due (or that may become due) in respect of any indemnification and expense reimbursement obligations, in each case referred to in the DIP Note Purchase Agreement or other DIP Documents, and the costs and expenses as may be due from time to time in accordance with the DIP Documents, including, without limitation, reasonable and documented fees and expenses of the professionals retained by, or on behalf of, the DIP Agent (including, without limitation, those of Pryor Cashman LLP, and one local counsel to the DIP Agent in each applicable jurisdiction (collectively, the “**DIP Agent Advisors**”)) and that certain ad hoc group of Prepetition 1L Noteholders (the “**First Lien Noteholder Group**”) (including, without limitation, those of Davis Polk & Wardwell LLP, Evercore Group, L.L.C., Porter Hedges LLP, Holwell Shuster & Goldberg LLP, and each other local or special counsel or other advisor to the First Lien Noteholder Group or any member thereof (collectively, the “**First Lien Noteholder Group Advisors**”)) (such fees and expenses of the DIP Agent and the First Lien Noteholder Group, the “**DIP Fees and Expenses**”), without the need to file retention motions or fee applications in accordance with paragraph 17 below; *provided, however*, that the DIP Fees and Expenses incurred prior to, and which are unpaid as of, the Closing Date shall be paid indefeasibly by the Debtors upon the occurrence of the Closing Date without the DIP Secured Parties being required to deliver an invoice to the Review Parties for a Review Period (each as defined herein) as set forth in paragraph 17; and

(iii) the performance of all other acts required under or in connection with the DIP Documents, including the granting of the DIP Liens and the DIP Superpriority

Claims and perfection of the DIP Liens as permitted herein and therein, and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith, in each case in accordance with the terms of the DIP Documents.

3. *DIP Obligations.* Upon execution and delivery of the DIP Documents, the DIP Documents constituted (and, as of the date of the entry of this Final Order, continue to constitute) legal, valid, binding and non-avoidable obligations of the DIP Credit Parties, enforceable against each DIP Credit Party and their estates in accordance with the terms of the DIP Documents, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “**Successor Cases**”). Upon execution and delivery of the DIP Documents, the DIP Obligations included (and, as of the date of the entry of this Final Order, continue to include) all notes and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the DIP Credit Parties to any of the DIP Secured Parties, in such capacities, in each case, under, or secured by, the DIP Documents, including all principal, interest, costs, fees, expenses, premiums, indemnities and other amounts under the DIP Documents, which, for the avoidance of doubt, includes the reasonable and documented fees and expenses of the DIP Agent Advisors and the First Lien Noteholder Group Advisors. The DIP Credit Parties shall be jointly and severally liable for the DIP Obligations. Except as permitted by the Orders, no obligation, payment, transfer, or grant of security hereunder or under the other DIP Documents to the DIP Secured Parties (including their Representatives) 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 subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

4. *Carve-Out.*

(a) Carve-Out. “**Carve-Out**” shall mean the sum of (i) all fees required to be paid to the Clerk of the Court or to the U.S. Trustee under 28 U.S.C. § 1930, with interest at the statutory rate pursuant to 31 U.S.C. § 3717 (the “**Government Fees**”); (ii) all reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed \$100,000 (the “**Chapter 7 Expenses**”), (iii) subject to the application of any retainers that may be held and to the extent allowed at any time (whether by interim order, final order, procedural order or otherwise), all unpaid fees and expenses (other than any restructuring, sale, success or other transaction-based fees) of persons or firms retained by the Debtors pursuant to section 327, 328 or 363 of the Bankruptcy Code or by the Committee pursuant to section 327, 328 or 1103 of the Bankruptcy Code (collectively, such persons or firms, the “**Retained Professionals**” and, such fees and expenses, “**Professional Fees**”) incurred at any time before or on the day following delivery by the DIP Agent (acting at the direction of the Required Purchasers) or the Required Purchasers of a Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Trigger Notice (the “**Pre-Trigger Fees**”); and (iv) the Professional Fees of Retained Professionals in an aggregate amount not to exceed \$6,000,000 (the “**Post-Trigger Fee Cap**”) incurred after the first business day following

delivery by the DIP Agent or the Required Purchasers of a Trigger Notice (the “**Post-Trigger Fees**”). Any payment or reimbursement made on or after the delivery of a Trigger Notice shall permanently reduce the Carve-Out on a dollar-for-dollar basis. For the avoidance of doubt, the Carve-Out shall not include any restructuring, sale, success or other transaction-based fees of any investment bankers or financial advisors. The Carve-Out shall be subject to the same restrictions on the use of proceeds of the DIP Notes and Cash Collateral. For the avoidance of doubt, to the extent the Carve-Out is funded from proceeds of the DIP Notes, such amounts shall constitute DIP Obligations.

(b) Trigger Notice. For purposes of the Carve-Out, “**Trigger Notice**” means a written notice delivered by the DIP Agent (acting at the direction of the Required Purchasers) or the Required Purchasers (or, after the DIP Obligations have been indefeasibly paid in full and the DIP Commitments terminated, the First Lien Noteholder Group or the Prepetition ABL Agent (acting in accordance with the Prepetition ABL Credit Documents)) by email through counsel to (i) the Debtors, (ii) the Prepetition Secured Notes Trustees, (iii) the Prepetition ABL Agent, if the Trigger Notice is provided by the DIP Agent or the First Lien Noteholder Group, (iv) the First Lien Noteholder Group, if the Trigger Notice is provided by the DIP Agent or the Prepetition ABL Agent, (v) any statutory committee appointed in these cases, including the Committee, (vi) any chapter 11 trustee, chapter 7 trustee or examiner appointed in these Chapter 11 Cases and (vii) the U.S. Trustee (collectively, the “**Carve-Out Notice Parties**”), in each case following the occurrence and during the continuation of an Event of Default under the DIP Documents stating that the Post-Trigger Fee Cap has been invoked. For the avoidance of doubt, neither the First Lien Noteholder Group, the Prepetition Secured Notes Trustees, nor the

Prepetition ABL Agent shall be entitled to deliver a Trigger Notice until and unless the DIP Obligations have been indefeasibly paid in full and the DIP Commitments terminated.

(c) Pre-Trigger Reserve.

(i) Within one business day of the delivery of a Trigger Notice, each Retained Professional shall deliver statements through counsel to the DIP Agent and the DIP Purchasers, counsel to the Prepetition ABL Agent, and the Carve-Out Notice Parties setting forth a good-faith estimate of its Pre-Trigger Fees (collectively, the “**Pre-Trigger Fee Estimates**”).

(ii) Delivery of a Trigger Notice shall be deemed to constitute a demand that the Debtors utilize all cash on hand and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of the then unpaid Government Fees, Chapter 7 Expenses and Pre-Trigger Fee Estimates (the “**Pre-Trigger Reserve**”). The Debtors shall deposit the Pre-Trigger Reserve in a segregated account, which shall constitute the corpus of a trust governed by New York law for the benefit of the entities entitled to receive payments of the Government Fees, the Chapter 7 Expenses and the Pre-Trigger Fees (the “**Pre-Trigger Carve-Out Beneficiaries**”), and all disbursements from such account shall be made in accordance with paragraph 20 of this Final Order. To fund the Pre-Trigger Reserve, the Debtors shall use cash that is not ABL Priority Collateral.

(iii) [Reserved.]

(iv) All funds in the Pre-Trigger Reserve shall be used *first* to pay the Government Fees, the Chapter 7 Expenses and the Pre-Trigger Fees; *second* to the DIP Agent on account of the DIP Obligations until the indefeasible payment in full in cash of the DIP Obligations; *third* to the Prepetition Secured Parties in accordance with their respective rights and the priorities of their respective liens, claims and interests; and *fourth* to the Debtors.

(d) Post-Trigger Reserve.

(i) Delivery of a Trigger Notice shall be deemed to constitute a demand that the Debtors utilize all cash on hand and any available cash thereafter held by any Debtor, in each case after the funding of the Pre-Trigger Reserve, to fund a reserve in an amount equal to the sum of the Post-Trigger Fee Cap (the “**Post-Trigger Reserve**” and, together with the Pre-Trigger Reserve, the “**Carve-Out Reserves**”). The Debtors shall deposit the Post-Trigger Reserve in a segregated account, which shall constitute the corpus of a trust governed by New York law, for the benefit of the Retained Professionals that are entitled to receive payments of the Post-Trigger Fees, and all disbursements from such account shall be in accordance with the DIP Documents (including this Final Order). To fund the Post-Trigger Reserve, the Debtors shall use cash that is not ABL Priority Collateral.

(ii) [Reserved.]

(iii) All funds in the Post-Trigger Reserve shall be used *first* to pay the Post-Trigger Fees (up to the Post-Trigger Fee Cap); *second* to pay any Government Fees, Chapter 7 Expenses or Pre-Trigger Fees in excess of the Pre-Trigger Reserve; *third* to the DIP Agent on account of the DIP Obligations until the indefeasible payment in full in cash of the DIP Obligations; *fourth* to the Prepetition Secured Parties in accordance with their respective rights and the priorities of their respective liens, claims and interests; and *fifth* to the Debtors.

(e) Cure of Deficiencies. To the extent that the Carve-Out Reserves are not fully funded in accordance with subparagraphs (c) and (d) or prove insufficient to satisfy the full amount of the Carve-Out, any cash on hand and any other available cash thereafter held by the Debtors (whether realized by the Debtors, a chapter 7 trustee, the DIP Agent, or any other person) shall be applied: (i) *first*, to fund the Pre-Trigger Reserve in accordance with

subparagraph (c), (ii) *second*, to fund the Post-Trigger Reserve in accordance with subparagraph (d), (iii) *third*, to pay any Government Fees, Chapter 7 Expenses or Pre-Trigger Fees in excess of the Pre-Trigger Reserve, (iv) *fourth*, to the DIP Agent on account of the DIP Obligations until the indefeasible payment in full in cash of the DIP Obligations; and (v) *fifth*, to the Prepetition Secured Parties in accordance with their respective rights and the priorities of their respective liens, claims and interests. Notwithstanding anything to the contrary in Prepetition Debt Documents or the DIP Documents (including this Final Order), following delivery of a Trigger Notice, the DIP Agent, the Prepetition Secured Notes Trustees and the Prepetition ABL Agent shall not block, sweep or foreclose on cash (including any cash proceeds of a sale or other disposition of any assets) of the Debtors until both of the Carve-Out Reserves have been fully funded.

(f) Security Interests in Residual Carve-Out Reserves. The DIP Agent and the Prepetition Secured Notes Trustees shall have a security interest in any residual cash balance remaining in the Carve-Out Reserves after all Government Fees, Chapter 7 Expenses or Pre-Trigger Fees in excess of the Pre-Trigger Reserve benefitting from the Carve-Out have been indefeasibly paid in full in cash pursuant to a final non-appealable order of this Court (or another court of competent jurisdiction). After satisfaction of the Government Fees, the Chapter 7 Expenses, the Pre-Trigger Fees and the Post-Trigger Fees (up to the Post-Trigger Fee Cap), any excess funds in the Carve-Out Reserves shall be paid to the DIP Agent or the Prepetition 1L Notes Trustee, as applicable, as provided in subparagraphs (c) and (d) above.

(g) No Implied Cap. In no way shall the Approved Budget, the Carve-Out, the Post-Trigger Fee Cap or the Carve-Out Reserves be construed (i) as a cap or limitation on the amount of Professional Fees due and payable by the Debtors or (ii) to impair the right of any

party (including, for the avoidance of doubt, the DIP Agent, the DIP Purchasers, the First Lien Noteholder Group, the Prepetition ABL Agent or any other Prepetition ABL Secured Party) to object to allowance of the fees or expenses of any Retained Professional.

(h) Limitation on Responsibility of Secured Parties. None of the DIP Secured Parties or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or expenses of any Retained Professional incurred in connection with these Chapter 11 Cases or any Successor Cases. Nothing in the Orders shall be construed to obligate the DIP Secured Parties or the Prepetition Secured Parties to pay compensation to, or to reimburse the expenses of, any Retained Professional or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(i) Cash. The word “cash” as used in this paragraph shall include all cash, checks, deposit accounts and other cash equivalents.

5. *DIP Superpriority Claims.* Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against the DIP Credit Parties on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the DIP Credit Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under section 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the “**DIP Superpriority Claims**”) shall, for purposes of section 1129(a)(9)(A) of the

Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the DIP Credit Parties and all proceeds thereof (excluding (x) claims and causes of action under section 502(d), 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, “**Avoidance Actions**”), but including any proceeds or property recovered, unencumbered or otherwise from Avoidance Actions, whether by judgment, settlement or otherwise (“**Avoidance Proceeds**”) and (y) until the Prepetition ABL Debt has been indefeasibly paid in full in cash,⁷ the Prepetition ABL Priority Collateral) in accordance with the DIP Documents, subject only to the Carve-Out. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that the Interim Order or this Final Order or any provision hereof or thereof is vacated, reversed or modified, on appeal or otherwise.

6. *DIP Liens.* As security for the DIP Obligations, effective and automatically and properly perfected upon the date of the Interim Order and without the necessity of the execution, recordation or filing by the DIP Credit Parties or any of the DIP Secured Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements, intellectual property filing or other similar documents, any notation of certificates of title for titled goods or other similar documents, instruments, deeds, charges or certificates, or the possession or control by the DIP Agent of, or over, any Collateral, without any further action by the DIP Secured Parties, the following valid, binding, continuing, enforceable and non-avoidable security interests

⁷ All references herein to “payment in full” of the Prepetition ABL Debt (or words of similar import) mean payment in full of all Prepetition ABL Debt other than contingent indemnification obligations for which no claim has been asserted.

and liens (all security interests and liens granted to the DIP Agent, for its benefit and for the benefit of the other DIP Secured Parties, pursuant to the DIP Documents, the “**DIP Liens**”) were, by the Interim Order, and hereby are granted to the DIP Agent, for its own benefit and the benefit of the other DIP Secured Parties (all property identified in clauses (a) through (c), below being collectively referred to as the “**DIP Collateral**”):

(a) *Liens on Unencumbered Property.* Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected first-priority senior security interest (subject only to the Carve-Out) in, and lien upon, all tangible, intangible, real, personal or mixed prepetition and postpetition property of the DIP Credit Parties or their estates, whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents, and profits thereof, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (such liens described in clauses (i) and (ii), excluding any Prepetition Liens, collectively, “**Prior Liens**”), including, without limitation, any and all unencumbered cash of the DIP Credit Parties (whether maintained with any of the DIP Secured Parties or otherwise) and any investment of cash, inventory, accounts receivable, investment property, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, deposit accounts, accounts, patents, copyrights, trademarks, trade names, rights under

license agreements and other intellectual property, and equity interests of subsidiaries, joint ventures and other entities, wherever located, and the proceeds, products, rents and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (the “**Unencumbered Property**”),⁸ in each case other than the Avoidance Actions (and for the avoidance of doubt, “**Unencumbered Property**” and “**DIP Collateral**” shall include Avoidance Proceeds).

(b) *Liens Priming Certain Prepetition Secured Parties’ Liens.* Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first-priority senior priming security interest (subject only to the Carve-Out) in, and lien (“**DIP Priming Liens**”) upon, all tangible and intangible prepetition and postpetition property of the DIP Credit Parties or their estates that is, or that is of the same nature, scope and type as, Notes Priority Collateral, regardless of where located (the “**DIP Notes Priority Collateral**”), which DIP Priming Liens shall prime the Prepetition Liens on the Prepetition Notes Priority Collateral. Notwithstanding anything herein to the contrary, the DIP Priming Liens shall be (i) senior in all respects to the Prepetition Liens on DIP Notes Priority Collateral, (ii) senior to any Adequate Protection Liens on DIP Notes Priority Collateral, (iii) subordinate only to any Prepetition Notes Permitted Senior Liens and (iv) not subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code. The Prepetition Liens with respect to the Prepetition Notes Priority Collateral shall be primed by and made subject and subordinate to the DIP Priming Liens.

⁸ For the avoidance of doubt, and notwithstanding anything to the contrary in any of the DIP Documents, the Prepetition Collateral is not Unencumbered Property.

(c) *Junior Liens Priming Certain Prepetition Secured Parties' Liens.*

Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected junior (subject only to (i) the Carve-Out, (ii) the ABL Adequate Protection Liens (as defined herein) and (iii) the Prepetition ABL Liens) priority priming security interest in, and lien (“**DIP Priming Second Liens**”) upon, all tangible and intangible prepetition and postpetition property of the DIP Credit Parties or their estates that is ABL Priority Collateral, regardless of where located, which DIP Priming Second Liens shall prime the Prepetition Notes Liens on ABL Priority Collateral. Notwithstanding anything herein to the contrary, the DIP Priming Second Liens shall be (i) senior in all respects to the Prepetition Liens on ABL Priority Collateral other than the Prepetition ABL Liens, (ii) senior to any Adequate Protection Liens on ABL Priority Collateral other than the ABL Adequate Protection Liens, (iii) subordinate to any Prepetition Notes Permitted Senior Liens and (iv) not subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code. For the avoidance of doubt, (i) the DIP Priming Second Liens shall be subordinate to the Prepetition ABL Liens and the ABL Adequate Protection Liens with respect to the ABL Priority Collateral and (ii) the Prepetition 1L Notes Liens with respect to the ABL Priority Collateral shall be primed by and made subject and subordinate to the DIP Priming Second Liens.

(d) *Liens Junior to Certain Other Liens.*

Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all tangible and intangible prepetition and postpetition property of the DIP Credit Parties or their estates (other than property described in the foregoing paragraphs (a), (b) or (c)),

which shall be (x) immediately junior and subordinate to any Prior Liens but (y) senior to the Adequate Protection Liens.

(e) *Liens Senior to Certain Other Liens.* The DIP Liens shall not be subject or subordinate to or made *pari passu* with (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (ii) unless otherwise provided for in the DIP Documents, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Credit Parties, (iii) any intercompany or affiliate liens of the DIP Credit Parties or security interests of the DIP Credit Parties; or (iv) any other lien or security interest under section 361, 363 or 364 of the Bankruptcy Code.

7. *Protection of DIP Purchasers' and Prepetition Secured Parties' Rights.*

(a) So long as there are any DIP Obligations outstanding or the DIP Purchasers have any outstanding DIP Commitments under the DIP Documents, the Prepetition Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Debt Documents or the Orders, or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral (except for those actions that the Prepetition ABL Agent may be permitted to take hereunder with respect to the ABL Priority Collateral), including in connection with the Adequate Protection Liens; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, the DIP Collateral (but not any proceeds of such transfer, disposition or sale to the extent remaining after payment in cash in full of the DIP Obligations and termination of

the DIP Commitments and except as to any Cash Collateral that is ABL Priority Collateral), to the extent such transfer, disposition, sale or release is authorized under the DIP Documents; (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral other than, solely as to this clause (iii), (x) the Prepetition Secured Parties filing financing statements or other documents to perfect the liens granted pursuant to the Orders, or (y) as may be required by applicable state law or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date; and (iv) deliver or cause to be delivered, at the DIP Credit Parties' cost and expense, any termination statements, releases and/or assignments in favor of the DIP Secured Parties or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to any sale or disposition permitted by the DIP Documents.

(b) Other than with respect to the Prepetition ABL Secured Parties' rights to the ABL Priority Collateral, to the extent any Prepetition Secured Party has possession of any Prepetition Collateral or DIP Collateral or has control with respect to any Prepetition Collateral or DIP Collateral, or has been noted as a secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party shall be deemed to maintain such possession or notation or exercise such control as a gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Secured Parties, and such Prepetition Secured Party, as applicable, shall comply with the instructions of the DIP Agent, acting at the direction of the Required Purchasers, with respect to such notation or the exercise of such control or possession. With respect to the ABL Priority Collateral, to the extent any DIP

Secured Party or Prepetition Secured Party has or comes into possession of any ABL Priority Collateral or has control with respect to any ABL Priority Collateral, or has been noted as a secured party on any certificate of title for a titled good constituting ABL Priority Collateral, then such DIP Secured Party or Prepetition Secured Party shall be deemed to maintain such possession or notation or exercise such control as a gratuitous bailee and/or gratuitous agent for perfection for the benefit of the Prepetition ABL Secured Parties, and such DIP Secured Party or Prepetition Secured Party, as applicable, shall comply with the instructions of the Prepetition ABL Agent with respect to such notation or the exercise of such control or possession.

(c) Any proceeds of Prepetition Collateral received by any Prepetition Secured Party, other than with respect to proceeds of ABL Priority Collateral received by any Prepetition ABL Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the Prepetition Collateral or otherwise received by a Prepetition Secured Party, shall be segregated and held in trust for the benefit of and forthwith paid over to the DIP Agent for the benefit of the DIP Secured Parties in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The DIP Agent was, by the Interim Order, and hereby is authorized to make any such endorsements as agent for any such Prepetition Secured Parties. This authorization is coupled with an interest and is irrevocable. Any proceeds of ABL Priority Collateral received by any DIP Secured Party or Prepetition Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the ABL Priority Collateral or otherwise received by a DIP Secured Party or Prepetition Secured Party, shall be segregated and held in trust for the benefit of and forthwith paid over to the Prepetition ABL Agent for the benefit of the Prepetition Secured Parties in the same form as received, with any necessary endorsements, or as a court of

competent jurisdiction may otherwise direct. The Prepetition ABL Agent was, by the Interim Order, and hereby is authorized to make any such endorsements as agent for any such DIP Secured Parties or Prepetition Secured Parties, as applicable. This authorization is coupled with an interest and is irrevocable.

(d) Upon the occurrence and during the continuation of an Event of Default that has not been waived by the Required Purchasers and following delivery of written notice (a “**Termination Notice**”) (including by e-mail) on not less than five (5) business days’ notice (such five (5) business day period, the “**DIP Agent Remedies Notice Period**”) to lead restructuring counsel to each of the Debtors, the First Lien Noteholder Group, the Prepetition ABL Agent, the Prepetition 1L Notes Trustee, the Prepetition 1.25L Notes Trustee, and the Committee and to the U.S. Trustee (the “**Remedies Notice Parties**”), the DIP Agent (acting at the direction of the Required Purchasers) may (and any stay otherwise applicable to the DIP Secured Parties, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Final Order (including this paragraph) is hereby modified), without further notice to, hearing of, or order from this Court, to the extent necessary to permit the DIP Agent to, unless the Court orders otherwise (*provided* that, during the DIP Agent Remedies Notice Period, the Debtors, the Committee and/or any party in interest shall be entitled to seek an emergency hearing (with the DIP Agent deemed to consent to such emergency hearing) with the Court for the purpose of contesting whether, in fact, an Event of Default has occurred and is continuing or to obtain non-consensual use of Cash Collateral, and provided further that, if a request for such hearing is made prior to the end of the DIP Agent Remedies Notice Period, then the DIP Agent Remedies Notice Period shall be continued until the Court hears and rules with respect thereto):

(i) immediately terminate and/or revoke the Debtors’ right under the DIP Documents to use any

Cash Collateral (subject to the Carve-Out and related provisions), (ii) terminate the commitments in respect of the DIP Notes and any DIP Document as to any future liability or obligation of the DIP Secured Parties but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; (iii) declare all DIP Obligations to be immediately due and payable; and (iv) invoke the right to charge interest at the default rate under the DIP Documents. Upon delivery of such Termination Notice by the DIP Agent (and acting at the direction of the Required Purchasers), without further notice or order of the Court, the DIP Secured Parties' and the Prepetition Secured Parties' consent to use Cash Collateral and the Debtors' ability to issue additional DIP Notes hereunder will, subject to the expiration of the DIP Agent Remedies Notice Period and unless the Court orders otherwise, automatically terminate and the DIP Secured Parties will have no obligation to purchase any DIP Notes or provide other financial accommodations. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of same on the docket. Until the expiration of the DIP Agent Remedies Notice Period, the Debtors may use the proceeds of the DIP Notes, to the extent drawn prior to the occurrence of an Event of Default, or Cash Collateral to fund operations in accordance with the Approved Budget and the terms of the DIP Documents.

(e) Following the delivery of the Termination Notice, but prior to exercising the remedies set forth in this sentence below or any other remedies (other than those set forth in paragraph 7(d)), the DIP Secured Parties shall be required to file a motion with the Court seeking emergency relief (the "**Stay Relief Motion**") on not less than five (5) business days' notice to the Remedies Notice Parties (which may run concurrently with the DIP Agent Remedies Notice Period) for a further order of the Court modifying the Automatic Stay in the Chapter 11 Cases to permit the DIP Secured Parties to, subject to the Carve-Out and related provisions: (i) freeze

monies or balances in the Debtors' accounts; (ii) immediately setoff any and all amounts in accounts maintained by the Debtors with the DIP Agent or the DIP Secured Parties against the DIP Obligations (other than amounts that constitute ABL Priority Collateral unless the Prepetition ABL Debt has been paid in full), (iii) enforce any and all rights against the DIP Collateral (other than any Cash Collateral that is ABL Priority Collateral unless the Prepetition ABL Debt has been paid in full), including, without limitation, foreclosure on all or any portion of the DIP Collateral (other than any Cash Collateral that is ABL Priority Collateral unless the Prepetition ABL Debt has been paid in full), occupying the Debtors' premises, sale or disposition of the DIP Collateral (in each case, subject to paragraph 7(c) above); and (iv) take any other actions or exercise any other rights or remedies permitted under the DIP Documents or applicable law. The rights and remedies of the DIP Secured Parties specified herein are cumulative and not exclusive of any rights or remedies that the DIP Secured Parties have under the DIP Documents or otherwise. If the DIP Secured Parties are permitted by the Court to take any enforcement action with respect to the DIP Collateral (other than any Cash Collateral that is ABL Priority Collateral unless the Prepetition ABL Debt has been paid in full) in accordance herewith following the hearing on the Stay Relief Motion, the Debtors shall cooperate with the DIP Secured Parties in their efforts to enforce their security interest in the DIP Collateral, and shall not take or direct any person or entity to take any action designed or intended to hinder or restrict in any respect such DIP Secured Parties from enforcing their security interests in the DIP Collateral. The Debtors shall promptly cause a copy of any Stay Relief Motion to be served on any party that has filed a request for notices with this Court.

(f) No rights, protections or remedies of the DIP Secured Parties or the Prepetition Secured Parties granted by the provisions of the DIP Documents shall be limited,

modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

(g) Upon the occurrence of any of the below events (a "**Cash Collateral Termination Event**"), the Prepetition ABL Secured Parties may terminate their consent to the Debtors' use of Cash Collateral constituting Prepetition ABL Priority Collateral, on not less than five (5) business days' notice to the Remedies Notice Parties (such five (5) business day period, the "**ABL Remedies Notice Period**"), unless the Court orders otherwise (*provided* that, during the ABL Remedies Notice Period, the Debtors, the Committee and/or any party in interest shall be entitled to seek an emergency hearing (with the Prepetition ABL Agent consenting to such emergency hearing) with the Court for the purpose of contesting whether, in fact, a Cash Collateral Termination Event has occurred and is continuing or to obtain non-consensual use of Cash Collateral, and *provided further* that, if a request for such hearing is made prior to the end of the ABL Remedies Notice Period, the ABL Remedies Notice Period shall be continued until the Court hears and rules with respect thereto):

(i) the occurrence of an Event of Default and the delivery of the Termination Notice;

(ii) the failure to make any payment to the Prepetition ABL Agent required pursuant to paragraph 13 hereof within five (5) business days after such payment becomes due and payable in accordance with the terms of this Final Order, including paragraph 17;

(iii) the failure to deliver any reports or other information to the Prepetition ABL Agent required pursuant to paragraph 13 hereof within five (5) business days after such reports or other information is required or otherwise to comply with the terms of the Adequate Protection Obligations owed to the Prepetition ABL Agent as provided for herein; or

(iv) the failure to comply with any of the Prepetition ABL Cash Collateral Covenants (as defined herein), subject to any applicable grace periods (provided that such grace period may run concurrently with the five (5) business day ABL Remedies Notice Period) or cure rights set forth in the Prepetition ABL Credit Agreement.

Nothing herein shall limit or impair the rights of the Prepetition ABL Secured Parties from seeking additional relief from the Bankruptcy Court (or the rights of any other party to oppose such relief) or, for the avoidance of doubt, all rights of the Prepetition Secured Parties pursuant to paragraph 7(c) above.

8. *Limitation on Charging Expenses Against Collateral.* Except to the extent of the Carve-Out, no costs or expenses of administration of the Chapter 11 Cases or any Successor Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral or Prepetition Collateral (in each case including Cash Collateral) pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Agent (acting at the direction of the Required Purchasers), the Prepetition ABL Agent and/or the Prepetition 1L Notes Trustee, as applicable, and no consent shall be implied from any other action, inaction or acquiescence by the DIP Secured Parties, the Prepetition ABL Secured Parties or the Prepetition 1L Notes Secured Parties, and nothing contained in the Interim Order or this Final Order shall be deemed to be a consent by the DIP

Secured Parties, the Prepetition ABL Secured Parties or the Prepetition 1L Notes Secured Parties to any charge, lien, assessment or claims against the Collateral under section 506(c) of the Bankruptcy Code or otherwise.

9. *No Marshaling.* In no event shall any of the DIP Secured Parties, the Prepetition ABL Secured Parties or the Prepetition 1L Notes Secured Parties be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition Secured Debt, or the Prepetition Collateral. Further, in no event shall the “equities of the case” exception in section 552(b) of the Bankruptcy Code apply to any of the Prepetition ABL Secured Parties or the Prepetition 1L Notes Secured Parties with respect to proceeds, products, offspring or profits of any Prepetition Collateral. Notwithstanding the foregoing or anything to the contrary in the DIP Documents, the Prepetition Debt Documents, or the Orders, in the event of an enforcement of remedies in accordance with the terms of this Final Order, the DIP Secured Parties and the Prepetition Secured Parties shall use commercially reasonable efforts to first satisfy the claims and liens of such parties from applicable Collateral other than Avoidance Proceeds or proceeds of claims or causes of action against the Debtors’ current or former directors and officers before seeking to recover from Avoidance Proceeds or proceeds of claims or causes of action against the Debtors’ current or former directors and officers.

10. *Payments Free and Clear.* Any and all payments or proceeds remitted to either the DIP Agent by, through or on behalf of the DIP Secured Parties, the Prepetition ABL Agent by, through or on behalf of the Prepetition ABL Secured Parties, or the Prepetition 1L Notes Trustee, by, through or on behalf of the Prepetition 1L Notes Secured Parties, pursuant to the provisions of the DIP Documents or any subsequent order of the Court shall be irrevocable,

received free and clear of any claim, charge, assessment or other liability, including without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by through or on behalf of the Debtors.

11. *Use of Cash Collateral.* The Debtors were, by the Interim Order, and hereby are, subject to the terms and conditions of this Final Order, authorized to use all Cash Collateral in accordance with the DIP Documents and Approved Budget (subject to permitted variances); *provided* that (a) the Prepetition Secured Parties are granted the Adequate Protection as hereinafter set forth and (b) except on the terms and conditions of this Final Order, the Debtors shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court.

12. *Disposition of DIP Collateral.* The DIP Credit Parties shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral, except as otherwise permitted by the DIP Documents.

13. *Adequate Protection of Prepetition Secured Parties.* The Prepetition Secured Parties are entitled, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral (including Cash Collateral) for the aggregate diminution in the value of their respective interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors of the Prepetition Collateral, the priming (to the extent set forth herein) of the Prepetition Liens by the DIP Priming Liens pursuant to the DIP Documents, the payment of any amounts under the Carve-Out or pursuant to the Interim Order,

this Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, and the imposition of the Automatic Stay, in each case to the extent the Bankruptcy Code provides for adequate protection on account of any such sale, lease, use, priming, payments or imposition of the Automatic Stay (the “**Adequate Protection Claims**”). In consideration of the foregoing, each Prepetition Secured Notes Trustee and the Prepetition ABL Agent, as applicable, and for the benefit of the applicable Prepetition Secured Parties, were, by the Interim Order, and hereby are granted the following as Adequate Protection on account of their Adequate Protection Claims, and as an inducement to the Prepetition Secured Parties to consent to the priming of the Prepetition Liens and use of the Prepetition Collateral (including Cash Collateral) (collectively, the “**Adequate Protection Obligations**”):

(a) *Prepetition 1L Notes Adequate Protection Liens.* The Prepetition 1L Notes Trustee, for itself and for the benefit of the other Prepetition 1L Notes Secured Parties, was, by the Interim Order, and hereby is granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements) on account of its Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (the “**1L Notes Adequate Protection Liens**”), senior to all other liens but subject and subordinate only to (i) the Prepetition Notes Permitted Senior Liens, (ii) the Carve-Out, (iii) the DIP Liens, and (iv) to the extent such DIP Collateral is ABL Priority Collateral, the Prepetition ABL Liens and the ABL Adequate Protection Liens (as defined below).

(b) *Prepetition 1L Notes Secured Parties’ Section 507(b) Claim.* The Prepetition 1L Notes Trustee, for itself and for the benefit of the other Prepetition 1L Notes Secured Parties, was, by the Interim Order, and hereby is granted, subject to the Carve-Out, an

allowed superpriority administrative expense claim on account of such Prepetition 1L Notes Secured Parties' Adequate Protection Claims as provided for in section 507(b) of the Bankruptcy Code (the "**1L Notes 507(b) Claim**"), which 1L Notes 507(b) Claim shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (excluding (x) Avoidance Actions, but including Avoidance Proceeds, and (y) only as to ABL Priority Collateral once all Prepetition ABL Debt has been indefeasibly paid in full in cash) which 1L Notes 507(b) Claim shall have priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code, except that the 1L Notes 507(b) Claim shall be subject and subordinate only to (i) the Carve-Out, (ii) the DIP Superpriority Claims, and (iii) solely with respect to any 1L Notes 507(b) Claim in respect of diminution in value of the Prepetition ABL Priority Collateral, the Prepetition ABL Debt and the ABL 507(b) Claim (as defined below).

(c) *Prepetition 1.25L Notes Adequate Protection Liens.* The Prepetition 1.25L Notes Trustee, for itself and for the benefit of the other Prepetition 1.25L Notes Secured Parties, was, by the Interim Order, and hereby is granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements) on account of its Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (the "**1.25L Notes Adequate Protection Liens**"), senior to all other liens but subject and subordinate only to (i) the Prepetition Notes Permitted Senior Liens, (ii) the Carve-Out, (iii) the DIP Liens, (iv) the Prepetition 1L Notes Liens, (v) the 1L Notes Adequate Protection Liens and (vi) to the extent such DIP Collateral is ABL Priority Collateral, the Prepetition ABL Liens and the ABL Adequate Protection Liens.

(d) *Prepetition 1.25L Notes Secured Parties' Section 507(b) Claim.* The Prepetition 1.25L Notes Trustee, for itself and for the benefit of the other Prepetition 1.25L Notes Secured Parties, was, by the Interim Order, and hereby is granted, subject to the Carve-Out, an allowed superpriority administrative expense claim on account of such Prepetition 1.25L Notes Secured Parties' Adequate Protection Claims as provided for in section 507(b) of the Bankruptcy Code (the "**1.25L Notes 507(b) Claim**"), which 1.25L Notes 507(b) Claim shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (excluding (x) Avoidance Actions, but including Avoidance Proceeds, and (y) only as to ABL Priority Collateral once the Prepetition ABL Debt has been indefeasibly paid in full in cash) which 1.25L Notes 507(b) Claim shall have priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code, except that the 1.25L Notes 507(b) Claim shall be subject and subordinate only to (i) the Carve-Out, (ii) the DIP Superpriority Claims, (iii) the claims of the Prepetition 1L Notes Secured Parties (including the Prepetition 1L Notes Debt and the 1L Notes 507(b) Claim), and (iv) solely with respect to any 1.25L Notes 507(b) Claim in respect of diminution in value of the Prepetition ABL Priority Collateral, the Prepetition ABL Debt and the ABL 507(b) Claim.

(e) *Prepetition ABL Adequate Protection Liens.* The Prepetition ABL Agent, for itself and for the benefit of the other Prepetition ABL Secured Parties, was, by the Interim Order, and hereby is granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), on account of its Adequate Protection Claims, a valid, perfected replacement security interest in and lien upon all of the DIP Collateral (the "**ABL Adequate Protection Liens**") and, together with the 1L Notes Adequate Protection Liens and the

1.25L Notes Adequate Protection Liens, the “**Adequate Protection Liens**”), senior to all other liens, but subject and subordinate only to (i) the Prepetition ABL Permitted Senior Liens, (ii) the Carve-Out, and (iii) except to the extent such DIP Collateral is ABL Priority Collateral, the DIP Liens, the Prepetition 1L Notes Liens, the 1L Notes Adequate Protection Liens, the Prepetition 1.25L Notes Liens and the 1.25L Notes Adequate Protection Liens. For the avoidance of doubt, with respect to the DIP Collateral that is ABL Priority Collateral, the ABL Adequate Protection Liens shall be senior to the DIP Liens, the Prepetition 1L Notes Liens, the 1L Notes Adequate Protection Liens, the Prepetition 1.25L Notes Liens and the 1.25L Notes Adequate Protection Liens.

(f) *Prepetition ABL Secured Parties’ Section 507(b) Claim.* The Prepetition ABL Agent, for itself and for the benefit of the other Prepetition ABL Secured Parties, was, by the Interim Order, and hereby is granted an allowed superpriority administrative expense claim on account of such Prepetition ABL Secured Parties’ Adequate Protection Claims as provided for in section 507(b) of the Bankruptcy Code (the “**ABL 507(b) Claim**” and, collectively with the 1L Notes 507(b) Claim and the 1.25L Notes 507(b) Claim, the “**507(b) Claims**”), which ABL 507(b) Claim shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (excluding (x) Avoidance Actions, but including Avoidance Proceeds, and (y) only as to Notes Priority Collateral once all DIP Obligations, Prepetition 1L Notes Debt and Prepetition 1.25L Notes Debt have been indefeasibly paid in full in cash) which ABL 507(b) Claim shall have priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code, except that the ABL 507(b) Claim shall be subject and subordinate only to (i) the Carve-Out, (ii) the DIP Superpriority Claims, and (iii) solely with respect to any ABL 507(b) Claim in respect of

diminution in value of the Prepetition Notes Priority Collateral, Prepetition 1L Notes Debt, the Prepetition 1.25L Notes Debt, the 1L Notes 507(b) Claim and the 1.25L Notes 507(b) Claim.

(g) *Prepetition 1L Notes Secured Parties Adequate Protection Fees and Expenses.* As further adequate protection (and, for the avoidance of doubt, without duplication of the DIP Fees and Expenses), the DIP Credit Parties shall provide current cash payments of all reasonable and documented prepetition and postpetition fees and expenses of (i) after the indefeasible payment in full of the DIP Obligations, the First Lien Noteholder Group, including, without limitation, all reasonable and documented fees and expenses of the First Lien Noteholder Group Advisors (it being understood that, prior to the indefeasible payment in full of the DIP Obligations, such fees and expenses shall be paid as DIP Fees and Expenses) and (ii) the Prepetition 1L Notes Trustee, including, without limitation, all reasonable and documented fees and expenses of Pryor Cashman LLP and one local counsel to the Prepetition 1L Notes Trustee in each applicable jurisdiction (such fees and expenses, the “**1L Notes Adequate Protection Fees and Expenses**”), subject to the review procedures set forth in paragraph 17 of this Final Order; and

(h) *Prepetition ABL Secured Parties’ Adequate Protection Fees and Expenses.* As further adequate protection, the DIP Credit Parties shall provide the Prepetition ABL Agent current cash payments of the reasonable and documented prepetition and postpetition fees and expenses (including expenses related to any indemnification claims under Section 13.01 of the Prepetition ABL Credit Agreement) of the Prepetition ABL Agent under the Prepetition ABL Credit Documents, including, without limitation, all reasonable and documented fees and expenses of Cahill Gordon & Reindel LLP, as primary counsel, FTI Consulting, Inc., as financial advisor, local counsel retained by the Prepetition ABL Agent, and

any appraisers or other fees and expenses related to field exams and collateral monitoring (the “**ABL Adequate Protection Fees and Expenses**” and, together with the 1L Notes Adequate Protection Fees and Expenses, the “**Adequate Protection Fees and Expenses**”), subject to the review procedures set forth in paragraph 17 of this Final Order.

(i) *ABL Postpetition Interest Payments.* From and after entry of this Final Order, the Prepetition ABL Agent, on behalf of the Prepetition ABL Lenders, shall receive current cash payment during the Chapter 11 Cases of all accrued interest on the Prepetition ABL Debt under the Prepetition ABL Credit Agreement as such interest becomes due and payable at the applicable contractual non-default rate thereunder and in the amounts specified in the Prepetition ABL Credit Agreement; *provided* that the rights of the Debtors and parties in interest are fully reserved to seek a determination that any such payments of post-petition interest should be recharacterized under section 506(b) of the Bankruptcy Code as payment on account of the secured portion of the Prepetition ABL Debt as of the Petition Date, and the rights of the Prepetition ABL Secured Parties to contest any such determination are hereby reserved. The rights of the Prepetition ABL Secured Parties to seek allowance of default interest at the rate provided for under the Prepetition ABL Credit Agreement are fully preserved, as are the rights of other parties in interest to object to such allowance.

(j) *Prepetition 1L Notes and Prepetition ABL Adequate Protection Information Rights.* The DIP Credit Parties shall promptly provide the Prepetition 1L Notes Trustee, the advisors to the First Lien Noteholder Group and the Prepetition ABL Agent (in addition to all reporting to be provided to the Prepetition ABL Agent in accordance with this Final Order), for distribution to the applicable Prepetition Secured Parties and, to the extent applicable, counsel to such parties (and subject to applicable confidentiality restrictions in any of

the Prepetition Debt Documents), with all written financial reporting and other periodic reporting that is required to be provided to the DIP Agent under the DIP Documents, including without limitation the reporting required under section 5.01 of the DIP Note Purchase Agreement (the “**Adequate Protection Reporting Requirement**”); *provided* that if the DIP Agent waives or modifies its rights under the DIP Documents to receive financial and other periodic reporting, the Prepetition ABL Agent shall only receive the financial or other periodic reporting (i) the delivery of which has not been waived by the DIP Agent in accordance with the terms DIP Documents and (ii) as modified upon request of the DIP Agent in accordance with the terms of the DIP Documents; *provided, however*, that notwithstanding the actions of the DIP Agent, the Prepetition ABL Agent shall still receive financial reporting that impacts the rights of the Prepetition ABL Secured Parties or their Cash Collateral. Upon the indefeasible payment in full of all DIP Obligations and the termination of all DIP Commitments, the Prepetition 1L Notes Secured Parties and the Prepetition ABL Secured Parties shall continue to be entitled hereby to satisfaction of the Adequate Protection Reporting Requirement; *provided* that any weekly cash flow reporting to be provided to the Prepetition ABL Agent shall be delivered no later than Thursday of each week for the preceding week. The DIP Credit Parties shall promptly provide the DIP Agent, the Prepetition 1L Notes Trustee and the advisors to the First Lien Noteholder Group with all reporting and other information provided to the Prepetition ABL Agent.

14. *Reservation of Rights of Prepetition Secured Parties.* Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; *provided* that any of the Prepetition Secured Parties (subject to any applicable contractual limitations on such

rights) may request further or different adequate protection and the DIP Credit Parties or any other party in interest may contest any such request.

15. *Perfection of DIP Liens and Adequate Protection Liens.*

(a) Without in any way limiting the automatically valid and effective perfection of the DIP Liens granted pursuant to paragraph 6 of the Interim Order and paragraph 6 hereof and the Adequate Protection Liens granted pursuant to paragraph 13 of the Interim Order and paragraph 13 hereof, the DIP Secured Parties and the Prepetition Secured Parties were, by the Interim Order, and hereby are authorized, but not required, to file or record (and to execute in the name of the DIP Credit Parties and the Prepetition Secured Parties (as applicable), as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of securities, or to amend or modify security documents, or enter into, amend or modify intercreditor agreements, or to subordinate existing liens and any other similar action in connection therewith in a manner not inconsistent herewith or take any other action in order to document, validate and perfect the liens and security interests granted to them hereunder the (“**Perfection Actions**”). Whether or not the DIP Secured Parties or the Prepetition Secured Parties shall take such Perfection Actions, the liens and security interests granted under the Interim Order or hereunder shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of the Interim Order. Upon the request of the DIP Agent, the Prepetition 1L Notes Trustee, or the Prepetition ABL Agent, each of the Prepetition Secured Parties and the DIP Credit Parties, without any further consent of any party, and at the sole cost of the Debtors as set forth herein, was, by the Interim Order, and hereby is authorized (in the case

of the DIP Credit Parties) and directed (in the case of the Prepetition Secured Parties), and such direction is hereby deemed to constitute required direction under the applicable DIP Documents or Prepetition Debt Documents, to take, execute, deliver and file such actions, instruments and agreements (in each case, without representation or warranty of any kind) to enable the DIP Agent to further validate, perfect, preserve and enforce the DIP Liens in all jurisdictions required under the DIP Note Purchase Agreement, including all local law documentation therefor determined to be reasonably necessary by the DIP Agent; *provided, however*, that no action need be taken in a foreign jurisdiction that would jeopardize the validity and enforceability of the Prepetition Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date. The Adequate Protection Liens shall be valid and enforceable against any trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases, in any Successor Case, and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The Adequate Protection Liens shall not be subject to section 506(c), 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of any Debtor's estate pursuant to section 551 of the Bankruptcy Code shall be made *pari passu* with or senior to the Adequate Protection Liens.

(b) A certified copy of the Interim Order or this Final Order may, in the discretion of the DIP Agent, each Prepetition Secured Notes Trustee, and the Prepetition ABL Agent (as applicable) be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices were, by the Interim Order, and hereby are authorized and directed to accept a certified copy of the Interim Order or this Final Order for filing and/or recording, as applicable. The Automatic Stay shall be modified to the extent necessary to permit the DIP Agent, each Prepetition Secured

Notes Trustee, and the Prepetition ABL Agent to take all actions, as applicable, referenced in this subparagraph (b) and the immediately preceding subparagraph (a).

16. *Preservation of Rights Granted Under this Final Order.*

(a) Other than the Carve-Out and other claims and liens expressly granted or permitted by this Final Order, no claim or lien having a priority senior to or *pari passu* with those granted by the Interim Order or this Final Order to the DIP Secured Parties or the Prepetition Secured Parties shall be permitted while any of the DIP Obligations or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under this Final Order, the DIP Liens and the Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) any other lien or security interest, whether under section 361, 363 or 364 of the Bankruptcy Code or otherwise; (iii) any liens arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Credit Parties; or (iv) any intercompany or affiliate liens or security interests of the DIP Credit Parties.

(b) The occurrence and continuance of any Event of Default (as defined in the DIP Notes Purchase Agreement) shall, after notice by the DIP Agent (acting at the direction of the Required Purchasers in accordance with the terms of the DIP Documents) in writing to the Issuer, counsel to the Issuer, counsel to the Prepetition ABL Agent, the U.S. Trustee, and lead counsel to the Committee (if any) constitute an event of default under this Final Order (each, an “**Event of Default**”) and, upon such notice of any such Event of Default, interest, including,

where applicable, default interest, shall accrue and be paid as set forth in the DIP Note Purchase Agreement. Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting any of these Chapter 11 Cases to cases under chapter 7: (i) the DIP Superpriority Claims, the DIP Liens, the Adequate Protection Claims, the Adequate Protection Liens and the other Adequate Protection Obligations, and any claims related to the foregoing shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations and Adequate Protection Obligations shall have been paid in full (and such DIP Superpriority Claims, the DIP Liens, the Adequate Protection Claims, the Adequate Protection Liens and the other Adequate Protection Obligations shall, notwithstanding such dismissal or conversion, remain binding on all parties in interest, including, without limitation, any appointed trustee); (ii) the other rights granted by this Final Order, including with respect to the Carve-Out, shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Final Order.

(c) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect: (i) the validity, priority or enforceability of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the DIP Agent, the applicable Prepetition Secured Notes Trustee, or the Prepetition ABL Agent, as applicable, of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the DIP Liens, the Adequate Protection Liens, or the Carve-Out. Notwithstanding any such reversal, modification, vacatur or stay, any DIP Obligations, the DIP Liens, the Adequate Protection Claims, the Adequate Protection Liens or the other Adequate Protection Obligations incurred by

the DIP Credit Parties and granted to the DIP Secured Parties or the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by the DIP Agent, the applicable Prepetition Secured Notes Trustee or the Prepetition ABL Agent, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Final Order, and the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to, and are hereby granted, all the rights, remedies, privileges and benefits arising under sections 364(e) and 363(m) of the Bankruptcy Code and the DIP Documents with respect to all uses of Cash Collateral, DIP Obligations and Adequate Protection Obligations.

(d) Except as expressly provided in the DIP Documents, including this Final Order, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Claims, the Adequate Protection Liens, the other Adequate Protection Obligations and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Final Order or the other DIP Documents and the Carve-Out shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases or terminating the joint administration of these Chapter 11 Cases or by any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Documents); or (iii) the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the DIP Credit Parties have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of the DIP Documents shall continue in these Chapter 11 Cases

(including if these Chapter 11 Cases cease to be jointly administered) and in any Successor Cases, and the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Claims, the Adequate Protection Liens and the other Adequate Protection Obligations and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of the DIP Documents shall continue in full force and effect until the DIP Obligations and the Adequate Protection Obligations are indefeasibly paid in full in cash, as set forth herein and in the other DIP Documents, and the DIP Commitments have been terminated (and in the case of rights and remedies of the Prepetition Secured Parties, shall remain in full force and effect thereafter, subject to the terms of this Final Order), and the Carve-Out shall continue in full force and effect.

17. *Payment of Fees and Expenses.* The DIP Credit Parties were, by the Interim Order, and hereby are authorized to and shall pay the DIP Fees and Expenses and the Adequate Protection Fees and Expenses. Subject to the review procedures set forth in this paragraph 17, payment of all Adequate Protection Fees and Expenses shall not be subject to allowance or review by the Court. Professionals for the DIP Agent, the Prepetition ABL Agent and the Prepetition 1L Notes Trustee and the First Lien Noteholder Group Advisors shall not be required to comply with the U.S. Trustee fee guidelines, however, any time that such professionals seek payment of fees and expenses from the Debtors prior to confirmation of a chapter 11 plan, each professional shall provide summary copies of its invoices with aggregate amounts of fees and expenses and total amount of time on a per-professional basis (which shall not be required to contain time detail and which may be redacted, summarized or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices

shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law) to the DIP Credit Parties, counsel to the Committee, and the U.S. Trustee (together, the “**Review Parties**”). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after the receipt by the Review Parties (the “**Review Period**”), and the Review Party shall inform counsel to the Debtors that it has raised an objection. If no written objection is received by 12:00 p.m., prevailing Central Time, on the end date of the Review Period, the DIP Credit Parties shall pay such invoices within five (5) business days. If an objection to a professional’s invoice is received within the Review Period, the DIP Credit Parties shall pay within five (5) business days the undisputed amount of the invoice without the necessity of filing formal fee applications, regardless of whether such amounts arose or were incurred before or after the Petition Date, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtors were, by the Interim Order, and hereby are authorized and directed to pay on the Closing Date any DIP Fees and Expenses and Adequate Protection Fees and Expenses incurred on or prior to such date without the need for any professional to first deliver a copy of its invoice or other supporting documentation to the Review Parties (other than the Debtors). No attorney or advisor to the DIP Agent, the Prepetition ABL Agent or the Prepetition 1L Notes Trustee or First Lien Noteholder Group Advisor shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to or for the benefit of the DIP Secured Parties, the

Prepetition ABL Secured Parties or the Prepetition 1L Notes Secured Parties, including the First Lien Noteholder Group, in connection with or with respect to the DIP Financing or these Chapter 11 Cases, were, by the Interim Order, and hereby are approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtors or any other person.

18. *Maintenance of Collateral.* The DIP Credit Parties shall continue to maintain and insure the Prepetition Collateral and DIP Collateral in amounts and for the risks, and by the entities, as required under the Prepetition Debt Documents and the DIP Documents.

19. *Effect of Stipulations on Third Parties.* The Debtors' stipulations, admissions, agreements and releases contained in the Orders shall be binding upon the Debtors in all circumstances and for all purposes. The Debtors' stipulations, admissions, agreements and releases contained in the Orders shall be binding upon all other parties in interest, including, without limitation, the Committee, any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, and any other person or entity acting or seeking to act on behalf of the Debtors' estates (including any trustee or examiner appointed or elected in the Chapter 11 Cases or any Successor Cases), in all circumstances and for all purposes unless: (a) such committee or any other party in interest with requisite standing (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so), has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, inter alia, in this paragraph) on or before the later of (i) (A) as to the Committee only, sixty (60) calendar days after the appointment of the Committee, (B) if the Chapter 11 Cases are converted to chapter 7 and a chapter 7 trustee or a chapter 11 trustee is appointed or elected prior to the end of seventy-five (75) calendar days after entry of the Interim

Order, then the Challenge Period for any such chapter 7 trustee or chapter 11 trustee shall be extended (solely as to such chapter 7 trustee and chapter 11 trustee) to the date that is the later of (I) seventy-five (75) calendar days after entry of the Interim Order, and (II) thirty (30) calendar days after its appointment, and (C) as to all other parties in interest, seventy-five (75) calendar days after entry of the Interim Order; *provided* that, if, prior to the applicable date set forth in this clause (i) as to a party in interest (including the Committee), such party in interest files a motion seeking standing and authority to commence litigation as a representative of the Debtors' estates and attaching to such motion a proposed complaint identifying and describing all claims and causes of action on behalf of the Debtors' estates for which such party in interest is seeking standing, and such motion is granted by the Court, then the Challenge Period for such party in interest with respect of the claims and causes of action described in the proposed complaint for which the Court granted such party in interest standing shall be extended until the date that is three (3) business days from the entry of the order granting such standing motion to commence the litigation; and (ii) any such later date as has been (A) agreed to in writing by (I) the Required Purchasers (in all instances), (II) the Prepetition 1L Notes Trustee with respect to the Prepetition 1L Notes Secured Parties, the Prepetition 1L Notes Debt or the Prepetition 1L Notes Liens, and (III) the Prepetition ABL Agent with respect to the Prepetition ABL Secured Parties, the Prepetition ABL Debt or the Prepetition ABL Liens or (B) ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (i)–(ii), the “**Challenge Period**”), (x) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Secured Debt or the Prepetition Liens, or (y) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or

causes of action, objections, contests or defenses (collectively, the “**Challenges**”) against the Prepetition Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a “**Representative**” and, collectively, the “**Representatives**”) in connection with matters related to the Prepetition Debt Documents, the Prepetition Secured Debt, the Prepetition Liens or the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided, however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim, and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then the Debtors’ stipulations, admissions, agreements and releases contained in the Orders shall be binding on all parties in interest, including the Committee and any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors’ estates, including, without limitation, successor thereto (including any trustee or examiner appointed or elected in the Chapter 11 Cases or any Successor Cases), for all purposes in the Chapter 11 Cases and any Successor Case(s) and otherwise, including that (x) the obligations of the Debtors under the Prepetition 1L Notes Documents and the Prepetition ABL Credit Documents, including the Prepetition 1L Notes Debt and the Prepetition ABL Debt, shall constitute allowed claims not subject to defense avoidance, reduction, setoff, recoupment,

recharacterization, subordination (whether equitable, contractual or otherwise, except under the Intercreditor Agreements), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including the Committee or any other statutory or non-statutory committee; (y) the Prepetition 1L Notes Liens and the Prepetition ABL Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected security interests and liens, not subject to defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise (other than pursuant to the Intercreditor Agreements)), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including the Committee or any other statutory or non-statutory committee; and (z) any defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by the Committee or any other statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other person or entity acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including any trustee or examiner appointed or elected in the Chapter 11 Cases or any Successor Cases), whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition 1L Notes Secured Parties, the Prepetition ABL Secured Parties or their Representatives arising out of or relating to any of the Prepetition Debt Documents, the Prepetition Secured Debt, the Prepetition Liens or the Prepetition Collateral shall be deemed forever waived, released and barred. If any such Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements

and releases contained in the Orders shall nonetheless remain binding and preclusive (as provided in the foregoing provisions of this paragraph) on the Committee or any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except (solely with respect to the party filing the Challenge) to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Final Order vests or confers on any Entity (as defined in the Bankruptcy Code), including the Committee or any other statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Debt Documents, the Prepetition Secured Debt or the Prepetition Liens, and any ruling on standing (including any appeals thereof) shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

20. *Limitation on Use of DIP Financing Proceeds and Collateral.* Notwithstanding any other provision of this Final Order or any other order entered by the Court, no portion or proceeds of the DIP Notes, DIP Collateral, Prepetition Collateral (including Cash Collateral) or the Carve-Out, may be used directly or indirectly, including without limitation through reimbursement of professional fees, disbursements, costs or expenses of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the DIP Secured Parties, the Prepetition Secured Parties, or their respective predecessors-in-interest or Representatives, in each case in their respective capacities as such, or any action purporting to do the foregoing in respect of the DIP Obligations, DIP Liens, DIP Superpriority Claims, Prepetition Secured Debt,

Prepetition Liens and/or the Adequate Protection Claims, Adequate Protection Liens, and other Adequate Protection Obligations granted to the Prepetition Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the DIP Obligations, the Prepetition Secured Debt and/or the liens, claims, rights, or security interests granted under the DIP Documents or the Prepetition Debt Documents in respect of the DIP Obligations or the Prepetition Secured Debt, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise (provided that, notwithstanding anything to the contrary herein, the proceeds of the DIP Notes and/or DIP Collateral (including Cash Collateral) may be used by the Committee to investigate (but not to prosecute or initiate the prosecution of, including the preparation of any complaint or motion on account of) (x) the claims and liens of the Prepetition Secured Parties and (y) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties, up to an aggregate cap of no more than \$150,000); (b) attempts to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Parties' or the DIP Secured Parties', as applicable, enforcement or realization on the Prepetition Secured Debt, Prepetition Collateral, DIP Obligations, DIP Collateral, and the liens, claims and rights granted to such parties under the Interim Order or this Final Order, as applicable, each in accordance with the DIP Documents and the Prepetition Debt Documents; (c) attempts to seek to modify any of the rights and remedies granted to the Prepetition Secured Parties or the DIP Secured Parties under the Prepetition Debt Documents or the DIP Documents, as applicable, other than in accordance with this Final Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens and claims granted hereunder or permitted pursuant to

the other DIP Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Claims, the Adequate Protection Liens, or the other Adequate Protection Obligations; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are agreed to in writing by the Required Purchasers or are expressly permitted under the DIP Documents or unless all DIP Obligations, Prepetition Secured Debt, Adequate Protection Obligations, and claims granted to the DIP Secured Parties and the Prepetition Secured Parties under this Final Order have been refinanced or paid in full in cash (including the cash collateralization of any letters of credit). For the avoidance of doubt, this paragraph 20 shall not limit the Debtors' right to use DIP Collateral to contest whether an Event of Default has occurred and/or is continuing pursuant to and consistent with paragraph 7 of this Final Order.

21. *Indemnification.* The Prepetition 1L Notes Secured Parties, the Prepetition ABL Secured Parties and the DIP Secured Parties have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the DIP Financing and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Financing or the use of Cash Collateral, the DIP Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, the DIP Secured Parties shall be and hereby are indemnified as provided in the DIP Documents, including, without limitation, Section 9.03 of the DIP Note Purchase Agreement. For the avoidance of doubt, the foregoing indemnification of the DIP Secured Parties shall be without limitation to

any other indemnification or expense reimbursement rights, including (a) the expense reimbursement rights of the DIP Agent and the First Lien Noteholder Group as DIP Obligations under the Orders, (b) the expense reimbursement rights of the Prepetition ABL Agent, the Prepetition 1L Notes Trustee and the First Lien Noteholder Group as Adequate Protection under the Orders and (c) any prepetition indemnification rights of the Prepetition ABL Secured Parties under the Prepetition ABL Credit Documents and the Prepetition 1L Notes Secured Parties under the Prepetition 1L Notes Documents (it being understood that nothing in this Final Order shall deem such prepetition indemnification rights to be postpetition debt). The Debtors agree that no exception or defense in contract, law, or equity exists as of the date of this Final Order to any obligation set forth, as the case may be, in this paragraph 21, in paragraph 21 of the Interim Order, otherwise in the DIP Documents, or in the Prepetition Debt Documents to indemnify and/or hold harmless any DIP Secured Party, any Prepetition 1L Notes Secured Party or any Prepetition ABL Secured Party, as the case may be, and any such defenses are hereby waived.

22. *Letters of Credit.* The Debtors and any applicable letter of credit providers, including any Prepetition ABL Secured Parties, were, by the Interim Order, and are hereby authorized to extend, renew or replace any Letters of Credit issued prior to the Petition Date that may expire during these Chapter 11 Cases or issue new letters of credit during these Chapter 11 Cases in accordance with the terms of the Prepetition ABL Credit Agreement, the DIP Documents and any related letter of credit agreements with any applicable letter of credit providers, including any Prepetition ABL Secured Parties, and may take any reasonable related actions, including the transfer of cash collateral in support of any such Letters of Credit or new letters of credit and granting any related security interests and pay any related fees.

23. *Final Order Governs.* In the event of any inconsistency between the provisions of this Final Order, the Interim Order, the other DIP Documents (including, but not limited to, with respect to the Adequate Protection Obligations) or the Prepetition Debt Documents, the provisions of this Final Order shall govern. Notwithstanding the relief granted in any other order by this Court, (a) all payments and actions by any of the Debtors pursuant to the authority granted therein shall be consistent with and subject to this Final Order, including compliance with the Approved Budget and all other terms and conditions hereof, and (b) to the extent there is any inconsistency between the terms of such other order and this Final Order, this Final Order shall control, in each case, except to the extent expressly provided otherwise in such other order.

24. *Binding Effect; Successors and Assigns.* The DIP Documents, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, the Committee or any other statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties, the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided* that the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

25. *Limitation of Liability.* Nothing in the DIP Documents, the Prepetition Debt Documents or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon any DIP Secured Party, Prepetition 1L Notes Secured Party or Prepetition ABL Secured Party of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts. The DIP Secured Parties, the Prepetition 1L Notes Secured Parties and the Prepetition ABL Secured Parties shall not, in any way or manner, be liable or responsible for (a) the safekeeping of the DIP Collateral or Prepetition Collateral, (b) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (c) any diminution in the value thereof or (d) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person, and all risk of loss, damage or destruction of the DIP Collateral or Prepetition Collateral shall be borne by the Debtors. In determining to purchase notes or make other extension of credit under the DIP Documents, to permit the use of the DIP Collateral or Prepetition Collateral (including Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to the DIP Documents or Prepetition Debt Documents, none of the DIP Secured Parties, the Prepetition 1L Notes Secured Parties or the Prepetition ABL Secured Parties shall (a) have any liability to any third party or be deemed to be in “control” of the operations of the Debtors; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; or (c) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” or “managing agent” with respect to the operation or management of any of the Debtors (as such terms or 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 other federal or state statute, including the

Internal Revenue Code). Furthermore, nothing in the Interim Order or this Final Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Secured Parties, the Prepetition 1L Notes Secured Parties, or the Prepetition ABL Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

26. *Master Proofs of Claim.* None of the Prepetition Secured Parties shall be required to file a proof of claim in the Chapter 11 Cases or any Successor Case in order to assert claims on behalf of itself or other Prepetition Secured Parties for payment of Prepetition Secured Debt arising under the Prepetition Debt Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Debt Documents or the Adequate Protection Obligations arising under the DIP Documents. The statements of claim in respect of such indebtedness set forth in this Final Order and presented at the Interim Hearing and the Final Hearing are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status. Any order entered by this Court in relation to the establishment of a bar date for any claim (including, without limitation, administrative claims) in any of the Chapter 11 Cases or any Successor Cases shall not apply to the Prepetition Secured Parties with respect to the Prepetition Secured Debt or the Adequate Protection Obligations. However, in order to facilitate the processing of claims, to ease the burden upon the Court and to reduce an unnecessary expense to the Debtors' estates, each of the Prepetition Secured Notes Trustees and the Prepetition ABL Agent was, by the Interim Order, and is hereby authorized, but not directed or required, to file in the Debtors' lead chapter 11 case *In re Wesco Aircraft Holdings, Inc.*, Case No. 23-90611 (DRJ) a single master proof of claim on behalf of its

respective Prepetition Secured Parties on account of any and all of their respective claims against any of the Debtors arising under the applicable Prepetition Debt Documents and hereunder (each, a “**Master Proof of Claim**”). Upon the filing of a Master Proof of Claim by either Prepetition Secured Notes Trustee or the Prepetition ABL Agent, as applicable, it shall be deemed to have filed a proof of claim in the amount set forth therein in respect of its claims against each of the Debtors of any type or nature whatsoever with respect to the applicable Prepetition Debt Documents, and the claim of each applicable Prepetition Secured Party (and each of its respective successors and assigns) specified in a Master Proof of Claim shall be treated as if it had filed a separate proof of claim in each of these Chapter 11 Cases. The Master Proofs of Claim shall not be required to identify whether any Prepetition Secured Party acquired its claim from another party or the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among the holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph 26 and each Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Secured Notes Trustee or the Prepetition ABL Agent, as applicable. The DIP Secured Parties shall similarly not be required to file proofs of claim with respect to their DIP Obligations under the DIP Documents, and the evidence presented with the DIP Motion and the record established at the Interim Hearing and the Final

Hearing are deemed sufficient to, and do, constitute proofs of claim with respect to their obligations, secured status, and priority.

27. *Insurance.* To the extent that either Prepetition Secured Notes Trustee or the Prepetition ABL Agent is listed as loss payee under the Issuer's or DIP Guarantors' insurance policies, the DIP Agent is also deemed to be the loss payee under the insurance policies (in any such case with the same priority of liens and claims thereunder relative to the priority of (x) the Prepetition Liens and Adequate Protection Liens and (y) the DIP Liens, as set forth herein) and shall act in that capacity and distribute any proceeds recovered or received in respect of the insurance policies in accordance with such priorities until the indefeasible payment in full of the DIP Obligations and the Prepetition Secured Debt (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the DIP Commitments.

28. *Credit Bidding.* Subject to the lien priorities set forth herein, (a) the DIP Agent (acting at the direction of the Required Purchasers), on behalf of itself and the other DIP Secured Parties, shall have the right to credit bid, in accordance with the DIP Documents, up to the full amount of the DIP Obligations in any sale of the DIP Collateral (or any portion thereof) and, (b) the Prepetition 1L Notes Trustee and the Prepetition ABL Agent shall have the right to credit bid up to the full amount of the Prepetition 1L Notes Debt and the Prepetition ABL Debt, respectively, in the sale of the applicable Prepetition Collateral (or any portion thereof), in each case without the need for further Court order authorizing the same and whether any such sale is effectuated through section 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise; *provided* that (x) none of the DIP Obligations nor any Prepetition 1L Notes Debt may be credit bid in any disposition of any ABL Priority Collateral unless such sale provides for indefeasible payment in full in cash of all

Prepetition ABL Debt, (y) none of the Prepetition ABL Debt may be credit bid in any disposition of any DIP Collateral that is not ABL Priority Collateral unless such sale provides for the indefeasible payment in full in cash of all DIP Obligations, Prepetition 1L Notes Debt and Prepetition 1.25L Notes Debt and (z) none of the Prepetition 1L Notes Debt may be credit bid in any disposition of any DIP Collateral unless such sale provides for the indefeasible payment in full in cash of all DIP Obligations and the termination of the DIP Commitments. For the avoidance of doubt, any credit bid of Prepetition Secured Debt pursuant to this paragraph 28 shall be subject to Challenges to the applicable Prepetition Liens in accordance with paragraph 19 hereof.

29. *Treatment of DIP Claims.* On the Termination Date, the Issuer shall pay in cash the then unpaid and outstanding amount of the DIP Obligations pursuant to the provisions of the DIP Documents.

30. *Prepetition ABL Cash Collateral Covenants.* The Prepetition ABL Secured Parties' consent to use of cash collateral shall be conditioned upon the following covenants (the "**Prepetition ABL Cash Collateral Covenants**"):

(a) Prepetition ABL Credit Agreement Covenants. Notwithstanding anything to the contrary in this Final Order or any other DIP Documents, the covenants contained in Sections 9.01(a), (b) (other than the requirement that annual financials be provided on an audited basis), (g), (h), and (k), 9.02 (provided that the Prepetition ABL Agent shall not be permitted to conduct a field examination or inventory appraisal before the date that is six (6) months from the Petition Date), 9.03, 9.04, 9.05, 9.06, 9.07, 9.17(a), 9.20, and 9.21 (in each case, as modified by this paragraph 30) of the Prepetition ABL Credit Agreement shall be applicable during these Chapter 11 Cases.

(b) Cash Management. The Debtors shall maintain their cash management arrangements in a manner consistent with that described in the applicable “first day” order.

(c) Appraisal and Field Examination. The Prepetition ABL Secured Parties shall be entitled to conduct one appraisal and one field examination on or after the date that is six (6) months from the Petition Date.

(d) Borrowing Base Certificate. For the duration of these Chapter 11 Cases, the Debtors shall provide the Prepetition ABL Agent, with copies to the DIP Agent and the First Lien Noteholder Group Advisors, with Borrowing Base Certificates (as defined in the Prepetition ABL Credit Agreement) in the form, and within the time periods, contemplated by Section 9.17(a) of the Prepetition ABL Credit Agreement, consistent with the timing and cadence such certificates were delivered prior to the Petition Date (each such Borrowing Base Certificate, a “**Cash Collateral Borrowing Base Certificate**”).⁹ If, after delivering a Cash Collateral Borrowing Base Certificate, Global Specified Availability (as defined in the Prepetition ABL Credit Agreement) would be less than the Agreed Threshold,¹⁰ then the Debtors shall cause cash sufficient to cause Global Specified Availability to be equal to the Agreed Threshold to be deposited into one or more segregated accounts, upon which the Prepetition ABL Agent shall have a first-priority, automatically perfected security interest in, and lien upon, within one (1) business day (a “**True Up Deposit**”); *provided* that, if a subsequent Cash Collateral Borrowing

⁹ For the avoidance of doubt, the Cash Collateral Borrowing Base Certificates shall give effect to the applicable NOLV Percentages (as defined in the Prepetition ABL Credit Agreement) set forth in the inventory appraisal prepared by Hilco Valuation Services for the Prepetition ABL Agent delivered to the Debtors on May 9, 2023.

¹⁰ The “**Agreed Threshold**” shall be an amount equal to (a) \$15,000,000, *plus* (b) an amount, not to be greater than \$20,900,000, representing the Debtors’ good-faith estimate of the value of certain disagreements between the Debtors and the Prepetition ABL Agent regarding the Debtors’ manner of calculating Global Specified Availability. The amount given in clause (b) shall be reduced as the Debtors and the Prepetition ABL Agent resolve those disagreements with respect to future calculations, and the rights of all parties are reserved to seek judicial intervention in the event that the Debtors and the Prepetition ABL Agent cannot resolve their disagreements regarding the manner of calculation.

Base Certificate shows a Global Specified Availability in excess of the Agreed Threshold, the Debtors shall be entitled to remove such excess amount from the segregated account holding the True Up Deposit. For purposes of evaluating compliance with this covenant on a particular date (a “**Measurement Date**”), Eligible Cash (as defined in the Prepetition ABL Credit Agreement) shall be included in the calculation of Global Specified Availability only to the extent of the minimum aggregate balance in accounts subject to deposit control agreements in favor of the Prepetition Secured Parties during the period from one calendar day after the previous Measurement Date through the new Measurement Date (inclusive of both dates). Following entry of this Final Order, the Debtors and the Prepetition ABL Agent shall work in good faith to open a new deposit account at Bank of America, N.A. (the “BoA Account”); once the BoA Account has been established and reasonably integrated into the Debtors’ cash management system, Eligible Cash (as defined in the Prepetition ABL Credit Agreement) shall be included in the calculation of Global Specified Availability only to the extent held in the BoA Account during the period described in the preceding sentence.

(e) Each remaining “U.S. Quarterly Amortization Payment” and each remaining “UK Quarterly Amortization Payment” (each as defined in Amendment No. 6 to the Revolving Credit Agreement, dated February 17, 2022) will be deemed paid, immediately as of the date of entry of this Final Order, by increasing the U.S. Revolving Commitment and UK Revolving Commitment (both as defined in the Prepetition ABL Credit Agreement), and the Prepetition ABL Agent shall be permitted to effectuate the foregoing. For the avoidance of doubt, in order to effectuate the foregoing, no cash payments will be made to any U.S. FILO Lender or to any UK FILO Lender (both as defined in the Prepetition ABL Credit Agreement); the total principal claim of the Prepetition ABL Lenders will remain unchanged; and interest and

fees will, following the date of entry of this Final Order, accrue on the increased U.S. Revolving Commitment and UK Revolving Commitment at the rates applicable to those tranches of the Prepetition ABL Credit Agreement rather than at the rates applicable to the U.S. FILO Revolving Commitments and UK FILO Revolving Commitments (both as defined in the Prepetition ABL Credit Agreement).

(f) In consideration of the compromise of various disputes among the Debtors, the DIP Purchasers, and the Prepetition ABL Agent, the Prepetition ABL Agent agrees to work in good faith with the Debtors and the requisite DIP Purchasers to secure a commitment for exit financing on terms acceptable to each of the Prepetition ABL Agent, the Debtors, and the requisite DIP Purchasers in the event the Debtors and the DIP Purchasers are able to negotiate the terms of a confirmable plan of reorganization for these Chapter 11 Cases.

31. *Effectiveness.* Notwithstanding Bankruptcy Rule 4001(a)(3), 6004(h), 7062, or 9014, any Bankruptcy Local Rule, 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.

32. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

33. *Payments Held in Trust.* Except as expressly permitted in this Final Order or the other DIP Documents and except with respect to the DIP Credit Parties, in the event that any person or entity receives any payment on account of a security interest in or lien on DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source, in each case, prior to indefeasible payment in full in cash of all DIP Obligations and termination of all DIP Commitments in accordance

with the DIP Documents, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Secured Parties and shall immediately turn over the proceeds to the DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents, including this Final Order. Except as expressly permitted in this Final Order or the other DIP Documents and except with respect to the DIP Credit Parties, in the event that any person or entity receives any payment on account of a security interest in or lien on ABL Priority Collateral, receives any ABL Priority Collateral or any proceeds of ABL Priority Collateral or receives any other payment with respect thereto from any other source, in each case, prior to indefeasible payment in full in cash of all Prepetition ABL Debt, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of ABL Priority Collateral in trust for the benefit of the Prepetition ABL Secured Parties and shall immediately turn over the proceeds to the Prepetition ABL Agent, or as otherwise instructed by this Court, for application in accordance with the Prepetition ABL Credit Agreement and this Final Order.

34. *Amendments.* The DIP Documents may from time to time be amended, restated, amended and restated, supplemented, or otherwise modified, in each case in accordance with the provisions of the DIP Documents governing amendments thereto, by the parties thereto, each without further application to or order of the Court; *provided* that any amendment to the DIP Note Purchase Agreement that (a) shortens the maturity of the DIP Notes, (b) increases the aggregate commitments thereunder, (c) increases the rate of interest or fees payable with respect thereto, (d) increase facility-based fees, or (e) create additional facility-based fees (each, a “**Material DIP Amendment**”) shall be provided (which may be by email) to the U.S. Trustee, the Committee and any other statutory committee appointed in these Chapter 11 Cases, which

shall have five (5) days from the date of such notice within which to object, in writing to the Material DIP Amendment. If the U.S. Trustee, the Committee, or any other statutory committee appointed in these Chapter 11 Cases timely objects to the Material DIP Amendment, the Material DIP Amendment shall only be permitted pursuant to an order of the Court. The foregoing shall be without prejudice to the Debtors' right to seek approval from the Court of a Material DIP Amendment on an expedited basis. In the event any proposed amendment would materially impact the rights of the Prepetition ABL Lenders or affect, in any way, ABL Priority Collateral that is Cash Collateral of the Prepetition ABL Secured Parties, the consent of the Prepetition ABL Lenders, as set forth in the Prepetition ABL Credit Agreement, shall also be required.

35. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

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

37. *Necessary Action.* The Debtors, the DIP Secured Parties and the Prepetition Secured Parties and their agents are authorized to take all reasonable actions as are necessary or appropriate to implement the terms of this Final Order. In addition, the Automatic Stay is modified to permit subsidiaries of the Debtors who are not debtors in these Chapter 11 Cases and their agents to take all actions as are necessary or appropriate to implement the terms of this Final Order.

38. *Retention of Jurisdiction.* The Court shall retain jurisdiction to enforce the provisions of this Final Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding

the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

39. *2024/2026 Noteholder Group Resolutions.*

(a) Reservation of Rights with Respect to Adequate Protection of 2024 Unsecured Notes and 2026 Unsecured Notes. For the avoidance of doubt, if this Court (or an appellate court therefrom with competent jurisdiction) enters an order reinstating any or all of the liens that secured the 2024 Unsecured Notes and/or the 2026 Unsecured Notes (each as defined in the First Day Declaration) prior to the Financing Transaction, granting equitable or replacement liens to holders of such notes, or otherwise providing that such notes are secured obligations of the Debtors, then nothing in this Final Order shall prejudice, limit or otherwise impair any rights of the holders of the 2024 Unsecured Notes and/or the 2026 Unsecured Notes (as applicable) to seek (and the Court to grant) adequate protection on account of any such interest of such holders in property of the Debtors' estates in the same form as the protections afforded the Prepetition 1L Notes in paragraphs 13(a), (b), (g) and (j) hereof and any other relief ordered by this Court; *provided* that the rights of all parties in interest, including the Debtors, the Committee, the DIP Secured Parties and the Prepetition Secured Parties, to object to such relief are hereby preserved and nothing in this Final Order shall be construed to provide for, permit or acknowledge the permissibility of any remedy referenced in this paragraph 39(a). For the avoidance of doubt, nothing in this Final Order shall prejudice, limit or otherwise impair any rights of the DIP Secured Parties under the DIP Documents.

(b) Stipulations. Except as provided in paragraph 19, none of the Debtors' stipulations set forth in the Orders shall (i) prejudice any party's right to object to the classification or treatment of such party's claim in any chapter 11 plan of reorganization

proposed in these Chapter 11 Cases or (ii) have a preclusive effect on any findings or conclusions a court of competent jurisdiction may enter in the Adversary Proceeding (as defined below), the Langur Maize Action (as defined below) or in any other proceeding contesting the Financing Transaction, or any appeals therefrom.

(c) No Prejudice. Except as provided in paragraph 19 hereof, no party in interest (other than the Debtors) shall be bound to the Debtors' stipulations set forth in this Final Order, including for purposes of asserting any legal or equitable claim, cause of action, counterclaim, third-party claim, defense, relief, or remedy, or any other substantive or procedural right related to any claims (including, but not limited to, counterclaims or third-party claims), asserted or sought by any party in (i) *SSD Investments LTD. et al. v. Wilmington Savings Fund Society, FSB et al.*, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty. Oct. 31, 2022), (ii) the adversary proceeding before this Court initiated by the Debtors, *Wesco Aircraft Holdings, Inc., et al., v. SSD Investments Ltd., et al.* (Adversary Case No. 23-03091) (Bankr. S.D. Tex.) (the "**Adversary Proceeding**"), (iii) the Langur Maize Action (as defined below), or (iv) any other proceeding commenced prior to the expiration of the Challenge Period.

(d) Good Faith Findings. For the avoidance of doubt, the Court's findings in paragraphs H(viii) and 21 hereof relating to the good faith of the Prepetition Secured Parties shall not be construed to apply to the Financing Transaction that is the subject of the allegations that have been asserted in (i) *SSD Investments LTD. et al. v. Wilmington Savings Fund Society, FSB et al.*, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty. Oct. 31, 2022), (ii) the Adversary Proceeding, (iii) the Langur Maize Action, or (iv) any other proceeding that challenges the Financing Transaction on any grounds.

(e) Challenge Period. For the avoidance of doubt, the Answer, Affirmative Defenses, and Counterclaims (the “**Answer and Counterclaims**”) filed in the Adversary Proceeding (Adversary Proceeding, Docket No. 50) constitutes a Challenge under paragraph 19 hereof to the Debtors’ stipulations related to the priority of the Prepetition 1L Notes and the Prepetition 1.25L Notes to the extent set forth in such Answer and Counterclaims; *provided* that the rights of all parties in interest, including the Debtors, the Committee, the DIP Secured Parties and the Prepetition Secured Parties, to contest such Challenge, including on the basis of standing, are fully preserved.

(f) Modification to DIP Note Purchase Agreement. The definition of “Acceptable Plan of Reorganization” set forth in the DIP Note Purchase Agreement is hereby amended and restated in full, as follows:

“**Acceptable Plan of Reorganization**” means a Chapter 11 Plan for each of the Debtors that, upon the consummation thereof, provides for (i) the termination of all unused Commitments and the indefeasible payment in full of all Obligations in Cash and (ii) the indefeasible payment in full of all allowed Prepetition 1L Notes Obligations in Cash (other than contingent indemnity obligations, which shall, to the extent allowed, survive implementation of such Chapter 11 Plan) or such other treatment of the Prepetition 1L Notes Obligations as is agreed to by the holders of at least 66 $\frac{2}{3}$ % of the aggregate principal amount of Prepetition 1L Notes.

40. *Langur Maize Objection Resolutions*.

(a) For the avoidance of doubt, nothing in this Final Order (i) constitutes any finding, determination or grant by the Court with respect to the secured status or priority of, or authorizes, allows or approves, the payment of any indemnity, reimbursement, or contribution claim to any Prepetition 1.25L Noteholder or WSFS, in its capacity as the Prepetition 1.25L Notes Trustee or the former indenture trustee for the 2027 Unsecured Notes (as defined in the First Day Declaration), or any Representative of the foregoing, including on account of, with

respect to, or resulting from the Langur Maize Action or the 2027 Notes Exchange¹¹ or any costs or expenses incurred by any Prepetition 1.25L Noteholder or WSFS, in its capacity as the Prepetition 1.25L Notes Trustee or the former indenture trustee for the 2027 Unsecured Notes, or any Representative of the foregoing, including as a result of the Langur Maize Action or the 2027 Notes Exchange (collectively, “**Prepetition 2027 Notes Indemnification and Expense Reimbursement**”); (ii) prevents any party from arguing that any Prepetition 1.25L Indemnification and Expense Reimbursement is not valid or allowable or (iii) overrules, waives or otherwise forecloses any of the Debtors’ or any other party’s defenses or objections to the payment or allowance of any such Prepetition 2027 Indemnification and Expense Reimbursement claims, costs or expenses.

(b) For the further avoidance of doubt, (i) the indemnification and expense reimbursement provided to WSFS, in its capacity as DIP Agent, and the expense reimbursement provided to WSFS, in its capacity as Prepetition 1L Notes Trustee, under this Final Order shall not apply to WSFS, in its capacity as the Prepetition 1.25L Notes Trustee or former indenture trustee for the 2027 Unsecured Notes (including, for the avoidance of doubt, with respect to any costs, liabilities, or expenses arising from WSFS’s conduct, exercise of duties, or other actions or omissions taken in such capacities); (ii) all Review Parties reserve the right to object to the payment of any costs or expenses or other amounts to WSFS or its Representatives pursuant to paragraph 17 hereof on the basis that such amounts were incurred in WSFS’s capacity as the Prepetition 1.25L Notes Trustee or the former indenture trustee for the 2027 Unsecured Notes,

¹¹ The “**Langur Maize Action**” means the case captioned *Langur Maize L.L.C. v. Platinum Equity Advisors, LLC et al.*, Index No. 651548/2023, pending before the New York Supreme Court, New York County, together with any appeals therefrom. The “**2027 Notes Exchange**” means the March 2022 exchange of some but not all of the 2027 Unsecured Notes.

and therefore constitute Prepetition 2027 Indemnification and Expense Reimbursement that are not payable pursuant to this Final Order; (iii) no party shall assert the existence of any indemnification obligation or expense reimbursement that has been granted to WSFS or its Representatives, in WSFS's capacity as DIP Agent or as the Prepetition 1L Notes Trustee, under this Final Order as a basis for (A) staying, dismissing, or removing the Langur Maize Action or any claim for relief asserted therein or (B) any release, injunction, exculpation or discharge that may be granted to WSFS or its Representatives, in WSFS's capacity as the 1.25L Notes Trustee or the former 2027 Unsecured Notes Trustee (including, for the avoidance of doubt, with respect to any costs, liabilities, or expenses arising from WSFS's conduct, exercise of duties, or other actions or omissions taken in such capacities), in these Chapter 11 Cases.

41. *Additional Committee Provisions.*

(a) Reporting. The DIP Credit Parties shall promptly provide the advisors to the Committee with all written financial reporting and other periodic reporting that is required to be provided to the DIP Agent under the DIP Documents (including the reporting required under section 5.01 of the DIP Note Purchase Agreement) or that is required to be provided to the Prepetition ABL Agent.

(b) No Prepetition Cross-Default. For the avoidance of doubt, and notwithstanding anything to the contrary in the DIP Documents or the Prepetition Debt Documents, no Event of Default (as defined in the DIP Note Purchase Agreement) under section 7.01(b) of the DIP Note Purchase Agreement shall occur solely due to the occurrence of a breach or default under any of the Prepetition Debt Documents.

(c) Diminution Claims. To the extent any Acceptable Plan of Reorganization for the Debtors provides for any distributions on account of any 507(b) Claim of any Prepetition

Secured Party, or any Prepetition Secured Party intends to seek payment on account of a 507(b) Claim under such plan, the Debtors and/or such Prepetition Secured Party, as applicable, shall, no later than 20 days prior to any hearing to consider confirmation of such chapter 11 plan, file a notice providing the basis for such 507(b) Claim, along with reasonably sufficient detail supporting the basis for such 507(b) Claim; provided that any such notice (or failure to file any such notice) shall be without prejudice to such Prepetition Secured Party's right to assert a 507(b) Claim in connection with any other chapter 11 plan or chapter 7 liquidation, in connection with any enforcement of remedies, or in connection with any change in circumstances after such date.

42. *Consignor Reservation of Rights.* For the avoidance of doubt, nothing in this Final Order (including, but not limited to, the imposition of the DIP Liens, the imposition of the Adequate Protection Liens, and the Carve-Out) shall affect or prejudice the rights of Arlington International Aviation Products LLC or Allfast Fastening Systems, LLC or their respective affiliates (collectively, "**Consignors**") with respect to the property of the Consignors that is held by any of the DIP Credit Parties, on or after the Petition Date, under any consignment, bailment or similar arrangement with the Debtors.

43. *Gulfstream Reservation of Rights.* For the avoidance of doubt, nothing in the Interim Order or this Final Order (including, but not limited to, the imposition of the DIP Liens, the imposition of the Adequate Protection Liens, and the Carve-Out) shall be deemed to grant a lien upon or affect or prejudice the rights of Gulfstream Aerospace Corporation or its affiliates (collectively, "**Gulfstream**") with respect to property of Gulfstream that is held by any of the DIP Credit Parties as of or following the Petition Date pursuant to the DIP Credit Parties' agreements with Gulfstream but that is not property of the Estates.

44. *Chubb Reservation of Rights.* For the avoidance of doubt, nothing in this Final Order and any document related thereto, including the DIP Documents, except for paragraph 27 of this Final Order, alters or modifies the terms and conditions of any insurance policies or related agreements issued by ACE American Insurance Company and Federal Insurance Company and each of their affiliates and successors to the Debtors.

45. *Local Taxing Authorities.* Notwithstanding any provisions of this Order or any agreements approved hereby, the prepetition liens currently held by the Local Taxing Authorities,¹² or any post-petition statutory liens which shall arise post-petition pursuant to, as applicable, Texas or Arizona law (collectively, the “**Tax Liens**”), shall neither be primed by nor subordinated to any liens granted pursuant to this Order to the extent that such Tax Liens are valid, senior, perfected, and non-avoidable and under applicable non-bankruptcy law are granted priority over a prior perfected security interest or lien, and all parties’ rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Local Taxing Authorities are fully preserved.

46. For the avoidance of doubt, nothing in this Final Order shall improve the lien position of any Prepetition Secured Party.

47. The Debtors shall promptly serve copies of this Final Order (which shall constitute adequate notice of this Final Order) to the parties having been given notice of the Final Hearing and to any party that has filed a request for notices with this Court in these Chapter 11 Cases.

¹² “**Local Taxing Authorities**” means: Bexar County, City of Northlake, Dallas County, Northwest Independent School District, Tarrant County, Fort Bend County, Fort Bend Independent School District, Fort Bend County Municipal Utility District #138, Fort Bend County Levee Improvement District #17, Eagle Mountain-Saginaw Independent School District, Denton County, and Maricopa County Treasurer.

Signed: July 10, 2023.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE