Docket #0180 Date Filed: 09/24/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Noble Supply & Logistics, LLC, *et al.*,	Case No. 26-11369 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 12 & 78

CERTIFICATION OF COUNSEL REGARDING REVISED PROPOSED FINAL ORDER (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(b) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) GRANTING RELATED RELIEF

The undersigned proposed counsel for the debtors and debtors in possession in the above-captioned cases (the "Debtors"), hereby certifies as follows:

1. On August 31, 2026, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting aa Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief* [Docket No. 12] (the "Motion") with the United States Bankruptcy Court for the

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Noble Supply & Logistics, LLC (7926); COTS Solutions, LLC (4477); Federal Resources Supply Company, LLC (3636); FRS Holdings, LLC (2327); K.D. Analytical Consulting, LLC (6637); KDA Acquisition, LLC (5870); Noble Defense Corporation (N/A); Noble Equity Holdings, LLC (0851); Noble.com, LLC (4712); Noble Mission Support, LLC (7908); and Tactical & Survival Specialties, LLC (2266). The location of the Debtors' principal place of business and the Debtors' service address in these Chapter 11 Cases is 1 Marina Park Drive, Suite 220, Boston, MA 02210.

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District of Delaware (the "Court"). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit B (the "Proposed Final Order").

2. On September 1, 2026, the Court entered an order approving the Motion on an interim basis [Docket No. 78] (the "Interim Order"). Pursuant to the Interim Order, any objections or responses to entry of the Proposed Final Order were to be filed and served by September 21, 2026 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

3. Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Final Order from the Official Committee of Unsecured Creditors (the "Committee") and the Office of the United States Trustee. No other formal or informal responses or objections to the Proposed Final Order were received.

4. Following discussions with the Committee and the Office of the United States Trustee, the Debtors have agreed to a revised form of order (the "Revised Proposed Final Order"), a copy of which is attached hereto as **Exhibit A**, which resolves the comments of the Committee and the Office of the United States Trustee. For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Final Order against the Proposed Final Order is attached hereto as **Exhibit B**.

5. The Committee and the Office of the United States Trustee have no objections to the entry of the Revised Proposed Final Order. As no other objection or responses to the Motion or the Proposed Final Order have been received, the Debtors respectfully request that the Revised Proposed Final Order be entered at the earliest convenience of the Court.

[*Remainder of page intentionally left blank.*]

Dated: September 24, 2026
Wilmington, Delaware

/s/ Jack M. Dougherty

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Exhibit A

Revised Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Noble Supply & Logistics, LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11369 (CTG) (Jointly Administered) **Re: Docket No. 12**

FINAL ORDER (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(b) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (a) authorizing continued (i) use of the Debtors' existing Cash Management System, Bank Accounts, and Business Forms and payment of related prepetition obligations, (ii) performance of Intercompany Transactions and honoring certain related prepetition obligations, and (b) granting a waiver of thirty (30) days from the date of this Final Order to come into compliance with section 345(b), all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Noble Supply & Logistics, LLC (7926); COTS Solutions, LLC (4477); Federal Resources Supply Company, LLC (3636); FRS Holdings, LLC (2327); K.D. Analytical Consulting, LLC (6637); KDA Acquisition, LLC (5870); Noble Defense Corporation (N/A); Noble Equity Holdings, LLC (0851); Noble.com, LLC (4712); Noble Mission Support, LLC (7908); and Tactical & Survival Specialties, LLC (2266). The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 1 Marina Park Drive, Suite 220, Boston, MA 02210.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

§ 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is **HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

2. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors, in their discretion, subject to the terms and conditions of this Final Order and the Cash Management Agreements, are authorized, but not directed, to (a) designate, maintain, and continue to use any and all of their Bank Accounts in existence as of the Petition Date, with the same account numbers, including the accounts identified in Exhibit C to the Motion; (b) close existing accounts; and (c) treat the Bank Accounts for all purposes as accounts of the Debtors in their capacity as debtors-in-possession; provided, however, that the Debtors are only authorized to open new bank accounts (i) after providing five (5) days advance notice to counsel for the Prepetition ABL Agent, the U.S.

Trustee, and any statutory committee appointed in the Chapter 11 Cases; (ii) with a bank that (a) is organized under the laws of the United States of America or any state thereof, (b) is insured by the FDIC, and (c) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware; and (iii) that are designated "Debtor-in-Possession" accounts by the relevant bank.

3. In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after the date of entry of this Final Order, the Debtors shall (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) identify each of their accounts held at the Bank as being held by a debtor-in-possession.

4. Notwithstanding the requirements of the U.S. Trustee Guidelines, except as expressly provided by separate order of the Court, the Debtors are not required to (a) close any or all existing bank accounts and open new debtor-in-possession accounts or (b) establish specific bank accounts for tax payments or cash collateral.

5. Subject to the requirements for opening new accounts in paragraph 2 hereof, the relief granted in this Final Order is extended to any new bank account opened by the Debtors after the date hereof and to the bank at which such account is opened.

6. The Bank Accounts are deemed debtor-in-possession accounts. The Debtors are authorized, but not directed, to maintain and use the Bank Accounts in the same manner and with the same account numbers, styles, and document forms as those employed prior to the Petition Date, including, without limitation (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, automated clearinghouse ("ACH") transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on

the Bank Accounts; (b) to pay ordinary course bank fees, service fees, and charges, whether incurred prepetition or postpetition, in connection with the Bank Accounts; (c) to perform their obligations under the documents and agreements governing the Bank Accounts, including without limitation, any prepetition cash management agreements or treasury services agreements; and (d) to treat the Bank Accounts for all purposes as accounts of the Debtors in their capacities as debtors-in-possession.

7. The Cash Management Agreements existing between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

8. The Banks are authorized without the need for further order of this Court to in the ordinary course of business (a) continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts; and (c) debit the Bank Accounts for (i) all prepetition bank and service fees outstanding as of the date hereof, if any, owed to the Banks for the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors' Bank Accounts which were cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in one of the Debtors' Bank Accounts with such Bank prior to the Petition Date, which have not been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the applicable Debtor was responsible for such items prior to the

Petition Date; provided, however, that checks, drafts, wires, electronic fund transfers (excluding any electronic fund transfers that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts prior to the Petition Date shall not be honored if (a) prohibited by a "stop payment" request received by the Banks from the Debtors or (b) not supported by sufficient funds in the Bank Account in question. Notwithstanding anything to the contrary herein, the Debtors shall not satisfy any prepetition obligation that has not been authorized by an order of this Court.

9. Subject to the terms of this Final Order and the Cash Management Agreements, the Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' Bank Accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable Bank Accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and Banks shall not be liable to any party on account of (a) following the Debtors' instructions or representations as to any order of this Court; (b) honoring any prepetition check or other item drawn on any account that is the subject of this Final Order in a good faith belief that the Court has authorized such prepetition check or item to be honored; and (c) an innocent mistake made despite implementation of reasonable item handling procedures.

10. The Banks are further authorized to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account and (b) accept and hold the Debtors' funds in

accordance with the Debtors' instructions; *provided* that the Banks shall have no liability to any party for relying on such representations or instructions.

11. The Debtors are authorized, but not directed, in accordance with the Corporate Credit Card Agreements, to continue using the Corporate Credit Cards, in the ordinary course of business and consistent with prepetition practices, including by paying to JPMC any and all prepetition and postpetition Banking Services Obligations outstanding with respect thereto, subject to the limitations of this Final Order and any other applicable interim and/or final orders of this Court. For the avoidance of doubt, the Debtors are further authorized to pay or reimburse JPMC for any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to JPMC, whether such obligations are incurred prepetition or postpetition, and JPMC is authorized to receive or obtain payment for such obligations, as provided under, and in the manner set forth in, the Corporate Credit Card Agreements.

12. The Banking Services provided by JPMC are secured under the Prepetition ABL Facility as Banking Services Obligations. JPMC is authorized to (a) continue holding and/or require incremental or additional cash collateral to hold in its possession to secure its exposure under the Banking Services, including without limitation, the Banking Services Obligations, and (b) without further authorization or order from the Court, apply any cash collateral it is holding to any outstanding Banking Services Obligations in the ordinary course of business.

13. The indebtedness owed by the Debtors to JPMC in respect of the Corporate Credit Card Agreements was secured by Cash held by JPMC to secure the credit card obligations, pursuant to the terms of the Credit Card Agreements (the "Credit Card Cash Collateral Account"). JPMC has and shall continue to have a valid and perfected, non-avoidable first-priority lien in the

Credit Card Cash Collateral Account and any proceeds thereof. Such lien shall not be primed by any lien granted to any postpetition lender or other person absent further order of this Court.

14. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified, without application to or further order of this Court, to permit: (a) the on-going administration of the Credit Card Program under the Corporate Credit Card Agreements (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto); and (b) JPMC to implement and exercise all rights and remedies provided for in the Corporate Credit Card Agreements including, but not limited to, the right to execute upon or enforce its lien on cash collateral securing any obligations arising under the Corporate Credit Card Agreements and related documents.

15. JPMC may rely on the Debtors' representations with respect to the Corporate Credit Card Program, and JPMC shall not have any liability to any party for relying on such representations as provided for herein.

16. The Debtors shall serve a copy of this Final Order on the Banks within forty-eight (48) hours of the entry of this Final Order and upon any bank at which the Debtors open a new bank account immediately upon the opening of such new account.

17. Subject to the Cash Collateral Order and the Cash Management Agreements, the Debtors are authorized to continue engaging in Intercompany Transactions by and among the Debtors in the ordinary course of business and on terms materially consistent with historical practices; *provided* that the Debtors shall not be authorized by this Final Order to undertake any Intercompany Transactions that are not on terms materially consistent with the Debtors' operation of their business in the ordinary course during the prepetition period. The Debtors shall obtain the consent of the Committee prior to any transfer of any kind to any non-Debtor affiliate. For the

avoidance of doubt, and notwithstanding anything herein to the contrary, the Debtors may not materially amend, modify, change, or terminate their existing ordinary course practices with respect to Intercompany Transactions.

18. In connection with the Intercompany Transactions, the Debtors shall continue to maintain accurate and current records with respect to all transfers of cash and non-cash setoffs so that all prepetition and postpetition transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts and shall make such records promptly available to the Prepetition ABL Agent, the Prepetition Term Loan Agent, the U.S. Trustee, and any statutory committee appointed in these cases upon request *provided* that the Debtors shall not be authorized by this Final Order to make cash payments on account of any prepetition Intercompany Claims. The Debtors shall provide to the Official Committee of Unsecured Creditors monthly reporting of transactions and gross balances by Debtor entity, including changes in prepetition and postpetition balances. For the avoidance of doubt, this Final Order does not authorize the set off of any postpetition obligations against any prepetition obligations.

19. The Intercompany Claims arising postpetition relating to the Intercompany Transactions shall have administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code; provided that any such administrative expense claim shall be junior to the carve-out and approved superpriority administrative expense claims provided for under the Cash Collateral Order.

20. Subject to the terms of this Final Order, the Debtors are authorized to continue to use their existing Cash Management System as depicted on Exhibit D to the Motion in accordance with, and subject to, the terms and conditions of the Cash Management Agreements. The Debtors

may transfer funds into, out of, and through the Cash Management System using ordinary transfer methods in accordance with the Debtors' prepetition practice, subject to the terms of this Final Order. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain accurate and detailed records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly and the Debtors may distinguish between prepetition and postpetition transactions. Subject to compliance with the terms of this Final Order, the Debtors, in consultation with the Prepetition ABL Agent and Prepetition Term Loan Agent, and the Banks may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business that they deem appropriate, including, without limitation, closing any of the Bank Accounts or opening new bank accounts as set forth herein.

21. The Debtors are authorized, but not directed, to pay and/or reimburse the Banks for any Bank Account Claims arising prior to or after the Petition Date.

22. The Debtors shall not make any intercompany loans to non-debtor entities absent further Court order.

23. The Debtors are authorized, but not directed, to continue to use their existing Business Forms (including checks) without alteration or change and without the designation "Debtor-in-Possession" imprinted upon them; provided that once the Debtors have exhausted their existing stock of business forms, the Debtors shall ensure that any new business forms are clearly labeled "Debtor in Possession"; provided further that with respect to any business forms that exist or are generated electronically, to the extent reasonably practicable, the Debtors shall ensure that such electronic business forms are clearly labeled "Debtor-in-Possession" within ten (10) days after the date of this Final Order.

24. The Debtors shall give notice within 10 days of closing any bank accounts to the U.S. Trustee and any official committee appointed in the Chapter 11 Cases.

25. Nothing in the Motion or this Final Order shall be construed to: (i) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (ii) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

26. Except as specifically set forth in this Final Order, nothing in the Motion or this Final Order, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order) is intended as or shall be construed or deemed to be (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

27. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization

granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the Cash Collateral Motion (the "Cash Collateral Order") including compliance with the Approved Budget (as defined in the Cash Collateral Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Order. To the extent there is any inconsistency between the terms of the Cash Collateral Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order and Approved Budget (as defined in the Cash Collateral Order) shall control.

28. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

29. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

30. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

31. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Noble Supply & Logistics, LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-~~(~~11369 (CTG) (Jointly Administered) **Re: Docket No. 12**

FINAL ORDER (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(b) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (a) authorizing continued (i) use of the Debtors' existing Cash Management System, Bank Accounts, and Business Forms and payment of related prepetition obligations, (ii) performance of Intercompany Transactions and honoring certain related prepetition obligations, and (b) granting a waiver of thirty (30) days from the date of this Final Order to come into compliance with section 345(b), all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C.

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Noble Supply & Logistics, LLC (7926); COTS Solutions, LLC (4477); Federal Resources Supply Company, LLC (3636); FRS Holdings, LLC (2327); K.D. Analytical Consulting, LLC (6637); KDA Acquisition, LLC (5870); Noble Defense Corporation (N/A); Noble Equity Holdings, LLC (0851); Noble.com, LLC (4712); Noble Mission Support, LLC (7908); and Tactical & Survival Specialties, LLC (2266). The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 1 Marina Park Drive, Suite 220, Boston, MA 02210.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

§ 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is **HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

2. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors, in their discretion, subject to the terms and conditions of this Final Order and the Cash Management Agreements, are authorized, but not directed, to (a) designate, maintain, and continue to use any and all of their Bank Accounts in existence as of the Petition Date, with the same account numbers, including the accounts identified in Exhibit C to the Motion; (b) close existing accounts; and (c) treat the Bank Accounts for all purposes as accounts of the Debtors in their capacity as debtors-in-possession; provided, however, that the Debtors are only authorized to open new bank accounts (i) after providing five (5) days advance notice to counsel for the Prepetition ABL Agent, the U.S.

Trustee, and any statutory committee appointed in the Chapter 11 Cases; (ii) with a bank that (a) is organized under the laws of the United States of America or any state thereof, (b) is insured by the FDIC, and (c) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware; and (iii) that are designated "Debtor-in-Possession" accounts by the relevant bank.

3. In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after the date of entry of this Final Order, the Debtors shall (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) identify each of their accounts held at the Bank as being held by a debtor-in-possession.

4. Notwithstanding the requirements of the U.S. Trustee Guidelines, except as expressly provided by separate order of the Court, the Debtors are not required to (a) close any or all existing bank accounts and open new debtor-in-possession accounts or (b) establish specific bank accounts for tax payments or cash collateral.

5. Subject to the requirements for opening new accounts in paragraph 2 hereof, the relief granted in this Final Order is extended to any new bank account opened by the Debtors after the date hereof and to the bank at which such account is opened.

6. The Bank Accounts are deemed debtor-in-possession accounts. The Debtors are authorized, but not directed, to maintain and use the Bank Accounts in the same manner and with the same account numbers, styles, and document forms as those employed prior to the Petition Date, including, without limitation (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, automated clearinghouse ("ACH") transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on

the Bank Accounts; (b) to pay ordinary course bank fees, service fees, and charges, whether incurred prepetition or postpetition, in connection with the Bank Accounts; (c) to perform their obligations under the documents and agreements governing the Bank Accounts, including without limitation, any prepetition cash management agreements or treasury services agreements; and (d) to treat the Bank Accounts for all purposes as accounts of the Debtors in their capacities as debtors-in-possession.

7. The Cash Management Agreements existing between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

8. The Banks are authorized without the need for further order of this Court to in the ordinary course of business (a) continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts; and (c) debit the Bank Accounts for (i) all prepetition bank and service fees outstanding as of the date hereof, if any, owed to the Banks for the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors' Bank Accounts which were cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in one of the Debtors' Bank Accounts with such Bank prior to the Petition Date, which have not been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the applicable Debtor was responsible for such items prior to the

Petition Date; provided, however, that checks, drafts, wires, electronic fund transfers (excluding any electronic fund transfers that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts prior to the Petition Date shall not be honored if (a) prohibited by a "stop payment" request received by the Banks from the Debtors or (b) not supported by sufficient funds in the Bank Account in question. Notwithstanding anything to the contrary herein, the Debtors shall not satisfy any prepetition obligation that has not been authorized by an order of this Court.

9. Subject to the terms of this Final Order and the Cash Management Agreements, the Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' Bank Accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable Bank Accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and Banks shall not be liable to any party on account of (a) following the Debtors' instructions or representations as to any order of this Court; (b) honoring any prepetition check or other item drawn on any account that is the subject of this Final Order in a good faith belief that the Court has authorized such prepetition check or item to be honored; and (c) an innocent mistake made despite implementation of reasonable item handling procedures.

10. The Banks are further authorized to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account and (b) accept and hold~~, or invest,~~ the Debtors'

funds in accordance with the Debtors' instructions; *provided* that the Banks shall have no liability to any party for relying on such representations or instructions.

~~11. If any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have thirty (30) days from the date of this Final Order to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines, without prejudice to the Debtors' ability to seek an additional extension or final waiver of such requirements; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.~~

11. ~~12.~~The Debtors are authorized, but not directed, in accordance with the Corporate Credit Card Agreements, to continue using the Corporate Credit Cards, in the ordinary course of business and consistent with prepetition practices, including by paying to JPMC any and all prepetition and postpetition Banking Services Obligations outstanding with respect thereto, subject to the limitations of this Final Order and any other applicable interim and/or final orders of this Court. For the avoidance of doubt, the Debtors are further authorized to pay or reimburse JPMC for any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to JPMC, whether such obligations are incurred prepetition or postpetition, and JPMC is authorized to receive or obtain payment for such obligations, as provided under, and in the manner set forth in, the Corporate Credit Card Agreements.

12. ~~13.~~The Banking Services provided by JPMC are secured under the Prepetition ABL Facility as Banking Services Obligations. JPMC is authorized to (a) continue holding and/or require incremental or additional cash collateral to hold in its possession to secure its exposure under the Banking Services, including without limitation, the Banking Services Obligations, and

(b) without further authorization or order from the Court, apply any cash collateral it is holding to any outstanding Banking Services Obligations in the ordinary course of business.

13. ~~14.~~The indebtedness owed by the Debtors to JPMC in respect of the Corporate Credit Card Agreements was secured by Cash held by JPMC to secure the credit card obligations, pursuant to the terms of the Credit Card Agreements (the "Credit Card Cash Collateral Account"). JPMC has and shall continue to have a valid and perfected, non-avoidable first-priority lien in the Credit Card Cash Collateral Account and any proceeds thereof. Such lien shall not be primed by any lien granted to any postpetition lender or other person absent further order of this Court.

14. ~~15.~~The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified, without application to or further order of this Court, to permit: (a) the on-going administration of the Credit Card Program under the Corporate Credit Card Agreements (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto); and (b) JPMC to implement and exercise all rights and remedies provided for in the Corporate Credit Card Agreements including, but not limited to, the right to execute upon or enforce its lien on cash collateral securing any obligations arising under the Corporate Credit Card Agreements and related documents.

15. ~~16.~~JPMC may rely on the Debtors' representations with respect to the Corporate Credit Card Program, and JPMC shall not have any liability to any party for relying on such representations as provided for herein.

16. ~~17.~~The Debtors shall serve a copy of this Final Order on the Banks within forty-eight (48) hours of the entry of this Final Order and upon any bank at which the Debtors open a new bank account immediately upon the opening of such new account.

17. ~~18.~~Subject to the Cash Collateral Order and the Cash Management Agreements, the Debtors are authorized to continue engaging in Intercompany Transactions by and among the Debtors in the ordinary course of business and on terms materially consistent with historical practices; *provided* that the Debtors shall not be authorized by this Final Order to undertake any Intercompany Transactions that are not on terms materially consistent with the Debtors' operation of their business in the ordinary course during the prepetition period. The Debtors shall obtain the consent of the Committee prior to any transfer of any kind to any non-Debtor affiliate. For the avoidance of doubt, and notwithstanding anything herein to the contrary, the Debtors may not materially amend, modify, change, or terminate their existing ordinary course practices with respect to Intercompany Transactions.

18. ~~19.~~In connection with the Intercompany Transactions, the Debtors shall continue to maintain accurate and current records with respect to all transfers of cash and non-cash setoffs so that all prepetition and postpetition transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts and shall make such records promptly available to the Prepetition ABL Agent, the Prepetition Term Loan Agent, the U.S. Trustee, and any statutory committee appointed in these cases upon request *provided* that the Debtors shall not be authorized by this Final Order to make cash payments on account of any prepetition Intercompany Claims. The Debtors shall provide to the Official Committee of Unsecured Creditors monthly reporting of transactions and gross balances by Debtor entity, including changes in prepetition and postpetition balances. For the avoidance of doubt, this Final Order does not authorize the set off of any postpetition obligations against any prepetition obligations.

19. ~~20.~~The Intercompany Claims arising postpetition relating to the Intercompany Transactions shall have administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code; provided that any such administrative expense claim shall be junior to the carve-out and approved superpriority administrative expense claims provided for under the Cash Collateral Order.

20. ~~21.~~Subject to the terms of this Final Order, the Debtors are authorized to continue to use their existing Cash Management System as depicted on Exhibit D to the Motion in accordance with, and subject to, the terms and conditions of the Cash Management Agreements. The Debtors may transfer funds into, out of, and through the Cash Management System using ordinary transfer methods in accordance with the Debtors' prepetition practice, subject to the terms of this Final Order. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain accurate and detailed records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly and the Debtors may distinguish between prepetition and postpetition transactions. Subject to compliance with the terms of this Final Order, the Debtors, in consultation with the Prepetition ABL Agent and Prepetition Term Loan Agent, and the Banks may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business that they deem appropriate, including, without limitation, closing any of the Bank Accounts or opening new bank accounts as set forth herein.

21. ~~22.~~The Debtors are authorized, but not directed, to pay and/or reimburse the Banks for any Bank Account Claims arising prior to or after the Petition Date.

22. ~~23.~~The Debtors shall not make any intercompany loans to non-debtor entities absent further Court order.

23. ~~24.~~The Debtors are authorized, but not directed, to continue to use their existing Business Forms (including checks) without alteration or change and without the designation "Debtor-in-Possession" imprinted upon them; provided that once the Debtors have exhausted their existing stock of business forms, the Debtors shall ensure that any new business forms are clearly labeled "Debtor in Possession"; provided further that with respect to any business forms that exist or are generated electronically, to the extent reasonably practicable, the Debtors shall ensure that such electronic business forms are clearly labeled "Debtor-in-Possession" within ten (10) days after the date of this Final Order.

24. ~~25.~~The Debtors shall give notice within 10 days of closing any bank accounts to the U.S. Trustee and any official committee appointed in the Chapter 11 Cases.

25. ~~26.~~Nothing in the Motion or this Final Order shall be construed to: (i) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (ii) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

26. ~~27.~~Except as specifically set forth in this Final Order, nothing in the Motion or this Final Order, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order) is intended as or shall be construed or deemed to be (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or

authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

27. ~~28.~~Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the Cash Collateral Motion (the "Cash Collateral Order") including compliance with the Approved Budget (as defined in the Cash Collateral Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Order. To the extent there is any inconsistency between the terms of the Cash Collateral Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order and Approved Budget (as defined in the Cash Collateral Order) shall control.

28. ~~29.~~The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

29. ~~30.~~Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

30. ~~31.~~The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

31. ~~32.~~This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.