IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Yardbird Group LLC, *et al.*,[1]	Case No. 26-11479 (__)
Debtors.	(Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

The debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), move this Court for the entry of an interim order substantially in the form of the interim order attached hereto as **Exhibit A** (the "Interim Order") and a final order to be entered in advance of the Final Hearing (as defined below) (the "Final Order" and together with the Interim Order, the "DIP Orders"), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-1(b), 4001-2, and 9013-1(m) of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"). In support of the Motion, the Debtors rely upon and incorporate by reference the *Declaration of Albert Altro in Support of Chapter 11 Petitions and First Day Motions* (the "First Day

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Yardbird Group LLC (7139); Southern Operations, LLC (5384); Yardbird Beverly Hills, LLC (9735); Yardbird DFW, LLC (2545); Yardbird DC, LLC (2651); Yardbird Chicago, LLC (6273); Yardbird Denver LLC (8819), YB Las Vegas, LLC (4071), Yardbird DFW Management LLC (8949), Yardbird DFW Concession LLC (1952), and The Bird Singapore LLC (8264). The location of the Debtors' service address in these chapter 11 cases is 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

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Declaration"), which is being filed concurrently herewith. In further support of this Motion, the Debtors, by and through their undersigned proposed counsel, respectfully represent as follows:

PRELIMINARY STATEMENT

1. The Debtors seek authority to enter into that certain postpetition superpriority priming term loan debtor-in-possession financing facility, and other financial accommodations, in the aggregate principal amount of $5,400,000 (the "DIP Facility") subject to the terms and conditions set forth in that certain *Senior Secured Superpriority Debtor-in-Possession Term Loan Facility Term Sheet* which is attached as **Exhibit 2** to the Interim Order (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "DIP Term Sheet")[2] between the Debtors, Brightwood Capital SBIC III, LP and/or its affiliates and designees (the "DIP Lenders") under the Prepetition Credit Agreement (as defined below) and Brightwood Loan Services LLC, as administrative agent (in such capacity, the "DIP Administrative Agent") and collateral agent (in such capacity, the "DIP Collateral Agent", and together with the DIP Administrative Agent, collectively the "DIP Agent" and together with the DIP Lenders, the "DIP Secured Parties") and to access the Prepetition Secured Parties' (as defined below) cash collateral (the "Cash Collateral"). The DIP Facility is vital to the Debtors' ability to administer these Chapter 11 Cases and run a value-maximizing sale process.

2. As described in the First Day Declaration, prior to the Petition Date, the Debtors and their advisors engaged in a marketing process for debtor-in-possession financing from existing stakeholders, including the Prepetition Secured Parties and third-party sources. Other than the DIP Facility described herein, the Debtors were unable to obtain any other viable offers for financing.

[2] Capitalized terms used but not otherwise defined in this Motion shall have the meaning ascribed to such terms in the DIP Term Sheet or the Interim Order, as applicable.

3. Following a series of arm's-length negotiations with the Debtors' Prepetition Secured Parties, the Debtors ultimately agreed to the terms of the proposed DIP Facility and the use of Cash Collateral, which provides the Debtors with sufficient runway to execute a value-maximizing sale transaction on reasonable terms given the Debtors' circumstances. The proposed DIP Facility consists of a postpetition superpriority senior secured debtor-in-possession financing and other financial accommodations in the aggregate principal amount of $5,400,000 consisting of (a) $1,800,000 in aggregate principal amount of new money loans (the "New Money DIP Loans"), $1,000,000 of which shall be made available to the Borrowers to draw upon entry of the Interim Order in accordance with the Budget, Interim Order and DIP Loan Documents; and (b) a roll up of the outstanding Initial Term Loans and Delayed Draw Term Loans under the Prepetition Credit Agreement (the "Prepetition Obligations") as of the Petition Date in the amount of $2.00 of Prepetition Obligations for every $1.00 of the New Money DIP Loans funded with such rolled up loans not to exceed $3,600,000 in the aggregate (the "Roll-Up Loans" and together with the New Money DIP Loans, the "DIP Loans", and the DIP Loans together with all other fees, premiums, expenses and charges arising under the DIP Loan Documents, the "DIP Obligations"). The DIP Facility will be secured by liens that are senior to the Prepetition Liens (as defined in the Interim DIP Order).

4. All of the Debtors' cash on hand as of the Petition Date is subject to the liens of the Prepetition Secured Parties and thus constitutes Cash Collateral. In the absence of a consensual agreement with the Prepetition Secured Parties regarding the DIP Facility and use of Cash Collateral, the Debtors anticipate that there would have been a contentious dispute on the first day of these Chapter 11 Cases with respect to nonconsensual use of Cash Collateral and/or the priming

of the Prepetition Collateral (as defined in the Interim Order), the outcome of which would have been uncertain.

5. Even with access to Cash Collateral, the Debtors require the proceeds from the DIP Facility to fund operations during these Chapter 11 Cases. As of the date hereof, the Debtors have limited cash on hand, and the Debtors project that they will need approximately $1,800,000 of new money funding between the Petition Date and the anticipated sale closing date. Absent immediate access to the DIP Facility and Cash Collateral, the Debtors will have insufficient liquidity to satisfy, among other things: (a) their working capital and business operating needs; (b) the administrative costs of these Chapter 11 Cases; and (c) the funding requirements necessary to run a value-maximizing sale process for the benefit of all stakeholders. Any delay or inability to draw under the DIP Facility and use Cash Collateral will require the Debtors to cease operations and cause immediate and irreparable harm to the value of the Debtors' estates to the detriment of all stakeholders.

6. For these reasons, in addition to the reasons set forth below and in the First Day Declaration, the Debtors believe that entry into the DIP Facility is an exercise of the Debtors' sound business judgment and will maximize value for the Debtors' stakeholders. Accordingly, the Debtors respectfully request that the Court approve the Debtors' entry into the DIP Facility and the use of Cash Collateral.

SUMMARY OF RELIEF REQUESTED

7. Pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506, and 507 of the Bankruptcy Code, rules 2002, 4001, 6004, and 9014 of the

Bankruptcy Rules, and rules 2002-1(b), 4001-2, and 9013-1(m) of the Local Rules, the Debtors seek entry of the DIP Orders:

a. authorizing the Debtors to (a) use cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code, and all other Prepetition Collateral, solely in accordance with the terms of the Interim Order; (b) use the proceeds of the DIP Facility, solely in accordance with the terms of the Interim Order; and (c) provide adequate protection to the Prepetition Secured Parties, solely in accordance with the terms of the Interim Order;

b. authorizing the Debtors to obtain postpetition financing pursuant to the DIP Facility subject to the terms and conditions set forth in the Interim Order and the DIP Term Sheet (and together with the Interim Order, the Final Order, the credit agreement (the "DIP Credit Agreement"), and all agreements, documents, and instruments delivered or executed in connection therewith and security documentation, collectively, the "DIP Documents") in the aggregate principal amount of $5,400,000 consisting of (i) $1,800,000 of New Money DIP Loans made available to the Debtors to draw upon entry of the Interim Order in accordance with the Budget, Interim Order and DIP Loan Documents; and (ii) a roll up in the aggregate principal amount of $3,600,000 consisting of the Prepetition Obligations as of the Petition Date in the amount of $2.00 of Prepetition Secured Obligations for every $1.00 of the New Money DIP Loans funded with such Rolled-Up Loans, in each case with such Roll-Up Loans automatically deemed funded, exchanged and converted on a cashless basis into and immediately constituting legal, valid, binding and non-avoidable DIP Obligations upon each funding of New Money DIP Loans in accordance with the terms hereof, with a corresponding dollar-for-dollar reduction in the remaining Prepetition Obligations (with such reduction being without prepayment premium);

c. authorizing the Debtors to (i) execute, deliver, and perform under the DIP Term Sheet and all other DIP Documents; (ii) incur all loans, advances, extensions of credit, financial accommodations, indemnification and reimbursement obligations and other obligations, and pay all principal, interest, premiums, fees, costs, expenses, charges and all other amounts payable under the DIP Documents, including without limitation, all DIP Obligations; and (iii) perform such other and further acts as may be necessary or desirable in connection with the Interim Order, the DIP Documents, and the transactions contemplated thereby;

d. granting to the DIP Agent, for the benefit of the DIP Secured Parties, and authorizing the Debtors to incur, the DIP Liens (as defined in the Interim Order) on all DIP Collateral (as defined in the Interim Order), subject to the Carve-Out, and the Permitted Liens (each as defined below) and the relative priorities set forth in

the Interim Order, except that such liens on the CNB Priority Collateral shall be junior to the validly perfected prepetition liens of CNB;

e. granting to the DIP Agent, for the benefit of the DIP Secured Parties, and authorizing the Debtors to incur, allowed superpriority administrative expense claims against the Debtors in respect of all DIP Obligations in accordance with and subject to the Carve-Out and the terms of the Interim Order;

f. authorizing the Debtors to use the proceeds of the DIP Facility and the DIP Collateral, including Cash Collateral, solely in accordance with the terms and conditions set forth in the Interim Order and the DIP Documents, including the Budget, subject to any variances expressly permitted in the Interim Order and under the DIP Documents;

g. authorizing the Debtors to grant the Prepetition Secured Parties, solely to the extent of any use of, or diminution in the value of, the Prepetition Collateral adequate protection in the form of (a) Adequate Protection Liens (as defined in the Interim Order), subordinate only to the Carve Out, the DIP Liens, and the Permitted Liens; (b) Adequate Protection Superpriority Claims (as defined in the Interim Order); (c) the payment of the reasonable and documented out-of-pocket fees and expenses (including advisor fees) of the agent and the lenders under the Prepetition Credit Agreement; and (d) other customary adequate protection as set forth in this Motion and the Interim Order; *provided* that such priming liens shall not prime and shall be junior to the validly perfected prepetition liens of CNB on the CNB Priority Collateral;

h. modifying or vacating the automatic stay imposed by sections 105(a) and 362 of the Bankruptcy Code or otherwise, to the extent necessary, required or desirable to implement and effectuate the terms and provisions of the Interim Order and the DIP Documents, as set forth herein, waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of the Interim Order, providing for the immediate effectiveness of the Interim Order, and granting related relief;

i. subject to and effective upon entry of the Final Order, approving the Debtors' waiver of the right to surcharge the DIP Collateral pursuant to Section 506(c) of the Bankruptcy Code or otherwise;

j. subject to and effective upon entry of the Final Order, approving the Debtors' waiver of the equitable doctrine of "marshaling" and other similar doctrines with respect to the DIP Collateral; and

k. scheduling a final hearing (the "Final Hearing") on the Motion to consider entry of the Final Order authorizing the relief requested in the Motion on a final basis,

which order shall be in form and substance and on terms and conditions acceptable in all respects to the DIP Lenders.

JURISDICTION AND VENUE

11. The United States Bankruptcy Court for the District of Delaware (this "Court") has jurisdiction over these Chapter 11 Cases, the Debtors, property of the Debtors' estates, and these matters under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

12. Pursuant to rule 9013-1(f) of the Local Rules, the Debtors consent to the entry of a final order with respect to this Motion if it is determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

13. Venue of these Chapter 11 Cases in this district is proper under 28 U.S.C. §§ 1408 and 1409.

14. The statutory and legal predicates for the relief requested herein are sections 105, 361, 362, 363, 364, and 507 of title 11 of the Bankruptcy Code; Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014; and Rules 2002-1, 4001-1, 4001-2, and 9013-1 of the Local Rules.

CONCISE STATEMENT PURSUANT TO BANKRUPTCY RULE 4001

15. In accordance with Bankruptcy Rules 4001(b), (c) and (d), and Local Rule 4001-2, below is a concise statement and summary[3] of the material terms of the proposed DIP Facility and use of Cash Collateral:

[3] The summaries and descriptions of the terms and conditions of the DIP Facility and the provisions of the DIP Orders set forth in this Motion are intended solely for informational purposes to provide the Court and parties-in-interest with an overview of the significant terms thereof. The summaries and descriptions are qualified in their entirety by the DIP Credit Agreement and proposed DIP Orders. In the event there is any conflict between this Motion and the DIP Orders, the applicable DIP Order will control in all respects. In addition, in the event there

Summary Of Material Terms	
Parties to the DIP Facility *Fed. R. Bankr. P. 4001(c)(1)(B)*	**Borrowers**: Yardbird Group LLC **Guarantors**: Yardbird DFW, LLC; Yardbird DC, LLC; Yardbird Chicago, LLC; Yardbird Denver LLC; The Bird Singapore LLC; Yardbird Beverly Hills, LLC; and YB Las Vegas, LLC **DIP Agent**: Brightwood Loan Services LLC **DIP Lenders**: Brightwood Capital SBIC III, LP and/or its affiliates and designees *See* DIP Term Sheet p. 1.
Purpose *Fed. R. Bankr. P. 4001(c)(1)(B)* *Local Rule 4001-2(a)(i)*	The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral, solely to the extent consistent with the Budget (subject to permitted variances as set forth in the Interim Order and the DIP Documents) to, among other things: (i) permit the orderly continuation of their respective businesses; (ii) maintain business relationships with their vendors, suppliers, and other parties; (iii) make payroll and honor other obligations to employees; (iv) make capital expenditures; and (v) pay the costs of the administration of these Chapter 11 Cases and satisfy other working capital and general corporate purposes of the Debtors. The Debtors require immediate access to sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations to avoid irreparable harm by, among other things, preserving and maintaining the going concern value of the Debtors' business. The Debtors will not have sufficient sources of working capital and financing to operate their business or maintain their properties in the ordinary course of business throughout these Chapter 11 Cases without the DIP Facility and authorized use of Cash Collateral. *See* Interim Order ¶ 5.
Borrowing Limits *Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)(A)*	DIP Facility: The DIP Facility shall be comprised of superpriority priming term loans (the "DIP Loans" and the commitment by the DIP Lenders to provide the DIP Loans, the "DIP Loan Commitment"), consisting of an aggregate principal amount equal to $5,400,000, which shall be comprised of: (a) Up to $1,800,000 in aggregate principal amount of new money loans ("New Money DIP Loans"); and (b) Up to $3,600,000 in aggregate principal amount, comprised of outstanding Initial Term Loans and Delayed Draw Term Loans under the Prepetition Credit Agreement held by Prepetition Lenders that are DIP Lenders funding, directly or indirectly, through their affiliates, designees or beneficial holders, their pro rata portion of the New Money DIP Loans which will be deemed to have been advanced and converted on a cashless, dollar-for-dollar basis into DIP Loans on a 2-for-1 basis (i.e., for every $1 of New Money DIP Loans funded, $2 of Prepetition Obligations shall be rolled up) (and which, upon conversion, shall automatically (i) no longer be outstanding under the Prepetition Credit Agreement and (ii) no longer constitute Prepetition Obligations) (such DIP Loans, the "Roll-Up Loans"). *See* DIP Term Sheet p. 2.
Approved DIP Budget	A copy of the Budget is attached as **Exhibit 1** to the Interim Order.

is any conflict between the summaries in this Motion and the DIP Credit Agreement, the DIP Credit Agreement will control in all respects.

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Fed. R. Bankr. P.; 4001(c)(1)(B); Local; Rule 4001-2(a)(iii)	
Interest Rates *Fed. R. Bankr. P. 4001(c)(1)(B)*	New Money DIP Loans will bear interest at Term SOFR (subject to a 1.00% floor) plus a margin of 12.00% *per* annum, which will be paid-in-kind monthly. Roll-Up Loans will bear interest at Term SOFR (subject to a 1.00% floor) plus a margin of 12.00% *per* annum, which will be paid-in-kind. During the continuance of an Event of Default, the New DIP Money Loans and all other outstanding obligations under the DIP Facility will bear interest at an additional 2% per annum above the interest rate otherwise applicable. *See* DIP Term Sheet Annex I.
Fees *Fed. R. Bankr. P. 4001(c)(1); Local Rule 4001-2(a)(i)(B)*	Closing Premium: 2.00% of the New Money DIP Loans to be paid-in-kind on the Closing Date. Exit Premium: 2.00% of the DIP Loans to be paid in cash on the Maturity Date; *provided* that the Exit Premium shall not be due and owing in the event the DIP Lenders acquire substantially all, or a portion of, the Debtors' assets in connection with the credit bid. *See* DIP Term Sheet Annex I.
Maturity Date *Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)*	All DIP Loans shall become due and payable and all commitments to provide the DIP Loans shall be terminated on the Maturity Date. The "Maturity Date" shall be the earliest of: (i) the date that is 75 days after the Petition Date, (ii) after the occurrence and during the continuation of an "Event of Default" as defined in the DIP Term Sheet, the date of acceleration of the DIP Loans and the termination of the DIP Loan Commitments under the DIP Facility in accordance with the terms of the DIP Facility documents; (iii) the appointment of a Chapter 11 trustee or other Bankruptcy Court-mandated fiduciary with decision-making authority (including an examiner with expanded powers); (iv) the date of consummation of a sale of all or substantially all of the Debtors' assets; (v) the date the Bankruptcy Court orders a conversion of any of the Chapter 11 Cases to a liquidation under chapter 7 of the Bankruptcy Code or the dismissal of any of the Chapter 11 Cases; and (vi) the effective date of a Chapter 11 Plan that has been confirmed by an order of the Bankruptcy Court. *See* DIP Term Sheet p. 7-8.
Debtors' Stipulations *Fed. R. Bankr. P. 4001(c)(1)(B)(iii)*	Pursuant to the Interim Order, the Debtors, for themselves and their estates, and all representatives of such estates, make the stipulations set forth in paragraph 4 of the Interim Order. *See* Interim DIP Order ¶ 4.
Priority of Claims and Liens; Collateral *Fed. R. Bankr. P. 4001(c)(1)(B)(i)*	**DIP Liens.** As security for the DIP Obligations, the following security interests and liens are hereby granted by the Debtors to the DIP Agent, for the benefit of the DIP Agent and the DIP Lenders (all property identified in clauses (a), (b) and (c) below being collectively referred to as the "DIP Collateral"), subject only to the payment of the Carve Out to the extent specifically provided for herein and the Permitted Liens (if any) (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Agent and the DIP Lenders, pursuant to this Interim Order and the DIP Documents, the "DIP Liens"). Other than as set forth herein for Avoidance Actions

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	and Avoidance Proceeds, the DIP Liens shall be effective and automatically perfected upon the date of this Interim Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the DIP Agent or any DIP Lender of, or over, any DIP Collateral (as defined herein): **(a) First Lien on Unencumbered Property.** Pursuant to Bankruptcy Code section 364(c)(2), a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all prepetition and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)), including, without limitation, any unencumbered cash of the Debtors (whether maintained with the DIP Agent or otherwise) and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, inter-company claims, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims (including, without limitation, any commercial tort claims against directors and officers of the Debtors), securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and out-standing capital stock of the Debtors, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, money, investment property, causes of action (excluding Avoidance Actions but including, upon entry of the Final Order, the Avoidance Proceeds), and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits and supporting obligations of any of the collateral described above, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located; *provided* that with respect to the CNB Priority Collateral, the DIP Liens shall be junior to the validly perfected prepetition liens held by CNB. **(b) Liens Priming the Prepetition Liens.** Pursuant to Bankruptcy Code section 364(d)(1), a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all prepetition and postpetition property of the Debtors including, without limitation, the Prepetition Collateral, Cash Collateral, and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, con-tracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims (including, without limitation, any commercial tort claims against directors and officers of the Debtors), securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding capital stock of the Debtors, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, money, investment property, causes of action, and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits and supporting obligations of any of the collateral described above, whether in existence on the Petition Date or thereafter created, acquired, or arising and

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	wherever located, that is subject to any of the Prepetition Liens securing the Prepetition Obligations; *provided* that the DIP Liens on the CNB Priority Collateral shall not prime, and shall be junior in all respects to, the validly perfected prepetition liens of CNB on the CNB Priority Collateral. **(c) Liens Junior to Certain Other Liens.** Pursuant to Bankruptcy Code section 364(c)(3), a valid, binding, continuing, enforceable, fully-perfected security interest in and lien upon all prepetition and postpetition property of the Debtors (other than the property described in clauses (a) or (b) of this paragraph 12, as to which the liens and security interests in favor of the DIP Agent will be as described in such clauses), whether now existing or hereafter acquired, that is subject to valid, perfected and unavoidable liens in existence immediately prior to the Petition Date, if any, that are senior to the liens securing the Prepetition Obligations or to valid and unavoidable liens in existence immediately prior to the Petition Date, if any, that are perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b) that are senior to the liens securing the Prepetition Obligations, which security interests and liens in favor of the DIP Agent and the DIP Lenders are junior only to such valid, perfected and unavoidable liens (collectively, the "Permitted Liens"); *provided* that the DIP Liens on the CNB Priority Collateral shall be junior to the validly perfected prepetition liens of CNB. **(d) Subordination to CNB on CNB Priority Collateral.** Notwithstanding anything to the contrary in this Interim Order, the DIP Documents, or the Prepetition Documents: (a) the DIP Liens and the Prepetition Liens shall at all times be junior and subordinate to any validly perfected prepetition liens held by CNB on the CNB Priority Collateral; (b) the DIP Superpriority Claims and the Adequate Protection Superpriority Claims shall be junior to any administrative expense claims of CNB with respect to the CNB Priority Collateral; and (c) the priming liens granted pursuant to Bankruptcy Code section 364(d) shall not prime the liens of CNB on the CNB Priority Collateral. **DIP Superpriority Claims**. Pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Obligations shall constitute allowed senior administrative expense claims of the DIP Agent and the DIP Lenders, against the Debtors' estates (the "DIP Superpriority Claims"), without the need to file any proof of claim or request for payment of administrative expenses, with priority over any and all administrative expenses, adequate protection claims, diminution claims and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b), and over any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c) (with respect to the Roll-Up Loans, subject to entry of the Final Order), 507(a), 507(b), 726, 1113, or 1114 or otherwise, 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 shall for the purposes of Bankruptcy Code section 1129(a)(9)(A) be considered administrative expenses allowed under Bankruptcy Code section 503(b) and which shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including, upon entry of the Final Order, the proceeds of any claims or causes of action arising under chapter 5 of the Bankruptcy Code (the "Avoidance Actions" and any proceeds thereof, the "Avoidance Proceeds"), subject only to the payment of the Carve Out to the extent specifically provided for herein; *provided* that the DIP Superpriority Claims shall be junior to any administrative expense claims of CNB with respect to the CNB Priority Collateral.

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	Except as set forth in, or permitted by, this Interim Order, it shall be a Termination Event for any other superpriority claims to be granted or allowed in these Chapter 11 Cases. *See* Interim Order ¶ 10 & 11.
Roll-Up *Local Rule 4001-2(a)(i)(O)*	**DIP Roll-Up Amounts**. Subject to the rights and limitations as set forth in paragraphs 29 and 30 of this Interim Order, the Roll-Up Loans shall be funded on a 2-for-1 basis (i.e., for every $1 of New Money DIP Loans funded, $2 of Prepetition Obligations shall be rolled up). Interim Facility: During the period commencing on the date of the Bankruptcy Court's entry of the Interim Order approving the DIP Facility but prior to the entry of the Final Order approving the DIP Facility, the maximum amount available under the DIP Facility shall be limited to (i) $1,000,000 of New Money DIP Loans, and (ii) up to $2,000,000 of Roll-Up Loans (the "Interim Facility"), which shall be borrowed simultaneously in one draw on the Closing Date. Full Availability: Upon the Bankruptcy Court's entry of the Final Order and satisfaction of the conditions set forth herein, (i) the remaining Roll-Up Loans (as reduced by clause (ii) of the Interim Facility above) plus (ii) the balance of the New Money DIP Loans shall be available in multiple draws in an amount up to $800,000 subject to the Budget (defined below). *See* DIP Term Sheet p. 4; Interim Order ¶ 5(f).
Provisions that Limit the Challenge Period *Local Rule 4001-2(a)(i)(Q)*	**Effect of Stipulations on Third Parties.** (a) The Debtors' acknowledgments, stipulations, admissions, waivers, and releases set forth in this Interim Order shall be binding on the Debtors, their respective representatives, successors and assigns upon entry of this Interim Order. Subject to entry of the Final Order, the acknowledgments, stipulations, admissions, waivers, and releases contained in this Interim Order shall also be binding upon the Debtors' estates and all other parties in interest, including the Creditors Committee (if any), or any chapter 7 or chapter 11 trustee appointed or elected for the Debtors (a "Trustee"), unless (i) such party with requisite standing, has duly filed an adversary proceeding challenging the validity, perfection, priority, extent, or enforceability of the Roll-Up Loans, the Prepetition Liens, or the Prepetition Obligations, or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or causes of action, objections, contests, or defenses (each a "Challenge" and collectively, the "Challenges") against the Prepetition Senior Secured Parties in connection with any matter related to the Roll-Up Loans, the Prepetition Liens, the Prepetition Collateral, or the Prepetition Obligations, by no later than the earlier of (i) subject to entry of the Final Order, the day on which an order approving the sale of substantially all of the Debtors' assets has been entered and (ii) seventy-five (75) calendar days after the entry of this Interim Order (the time period established by the foregoing, the "Challenge Period"); provided that the Creditors Committee (if any) may agree to terminate the Challenge Period prior to the date that is seventy-five (75) days after the date of entry of this Interim Order; provided further that in the event that, prior to the expiration or termination (as applicable) of the Challenge Period, (A) these Chapter 11 Cases are converted to chapter 7 or (B) a chapter 11 trustee is appointed in these Chapter 11 Cases, then, in each such case, the Challenge Period shall be extended, solely with respect to such Trustee, until the later of (1) the Challenge Period and (2) the date that is ten (10) calendar days from the date such Trustee is appointed; and (ii) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in

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	favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding. If no such adversary proceeding is timely filed prior to the expiration of the Challenge Period, without further order of this Bankruptcy Court: (x) the Roll-Up Loans and the Prepetition Obligations shall constitute allowed claims, not subject to any Challenges (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, "claim" (as defined by Bankruptcy Code section 101(5)), impairment, subordination (whether equitable, contractual or otherwise), or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in these Chapter 11 Cases and any subsequent chapter 7 case, if any; (y) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, and of the priority specified in paragraph F(2), not subject to setoff, subordination, defense, avoidance, impairment, disallowance, recharacterization, reduction, recoupment, or recovery; and (z) the Prepetition Obligations, the Prepetition Liens on the Prepetition Collateral, and the Prepetition Senior Secured Parties (in their capacities as such) shall not be subject to any other or further challenge and any party in interest shall be forever enjoined and barred from seeking to exercise the rights of the Debtors' estates or taking any such action, including any successor thereto (including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any such adversary proceeding is timely filed prior to the expiration of the Challenge Period, (A) the stipulations and admissions contained in this Interim Order shall nonetheless remain binding and preclusive on the Creditors Committee (if any) and any other party in this case, including any Trustee, except as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding and (B) any Challenges not brought in such adversary proceeding shall be forever barred; provided that, if and to the extent any challenges to a particular stipulation or admission are withdrawn, denied or overruled by a final non-appealable order, such stipulation also shall be binding on the Debtors' estates and all parties in interest. (b) Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Creditors Committee, standing or authority to pursue any cause of action belonging to the Debtors or the Debtors' estates, including, without limitation, any challenge with respect to the Prepetition Documents, or the Prepetition Obligations. The Court may fashion any appropriate remedy following a successful challenge. (c) Nothing herein shall limit the Creditors Committee's (or other party in interest's) ability to (x) file a motion in respect of any timely Challenge for which it may not be able to obtain standing as a matter of law because the applicable Debtor is a limited liability company (an "LLC Challenge Motion"), and (y) seek pursuant to such LLC Challenge Motion a mechanism by which to prosecute such Challenge. In the event the Creditors Committee or other party in interest files an LLC Challenge Motion for which it may not be able to obtain standing, the expiration of the Challenge Period solely for the specific Challenge set forth in the LLC Challenge Motion shall be tolled pending further order of the Court, and applicable parties shall meet and confer with respect to an appropriate process for the prosecution of any such Challenge. If timely notified of a Challenge for which the Creditors Committee or other party in interest may not be able to gain standing because the applicable Debtor is a limited liability company, the Debtors (or a designated representative) shall retain

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	the authority to prosecute such Challenge in the exercise of their business judgment and subject to any applicable further order of the Court. *See* Interim Order ¶ 28.
Proposed Adequate Protection *Bankruptcy Rule 400l(b)(1)(B)(iv); Local Rule 4001-2(a)(ii)*	**Adequate Protection for the Prepetition Senior Secured Parties.** Subject only to the Carve Out and the terms of this Interim Order, including, without limitation, the rights and limitations set forth in paragraphs 28 and 29 of this Interim Order, pursuant to Bankruptcy Code sections 361, 363(e), and 364, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), for and equal in amount to the aggregate postpetition diminution in value of such interests (each such diminution, a "Diminution in Value"), resulting from the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the Debtors' sale, lease or use of the Prepetition Collateral (including Cash Collateral), the imposition of the automatic stay, and/or any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition Senior Secured Parties are hereby granted the following (collectively, the "Adequate Protection Obligations"): (a) Adequate Protection Liens. Subject and subordinate to the Carve Out in all respects, as security for and solely to the extent of any Diminution in Value, additional and replacement valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in, and liens on, as of the date of this Interim Order (the "Adequate Protection Liens"), without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, all DIP Collateral (including subject to entry of the Final Order, Avoidance Proceeds). Notwithstanding the foregoing, the Adequate Protection Liens shall at all times be junior and subordinate to any validly perfected prepetition liens held by CNB on the CNB Priority Collateral. Subject to the terms of this Interim Order, the Adequate Protection Liens shall be subordinate only to the (A) Carve Out, (B) the DIP Liens, and (C) the Permitted Liens (if any). The Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, the Prepetition Liens and any lien or security interest that is avoided and preserved for the benefit of the Debtors and the Debtors' estates under section 551 of the Bankruptcy Code). (b) Adequate Protection Superpriority Claim. Subject and subordinate to the Carve Out in all respects, as further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, an allowed administrative expense claim in these Chapter 11 Cases to the extent of any Diminution in Value ahead of and senior to any and all other administrative expense claims in such Chapter 11 Cases, except the Carve Out and the DIP Superpriority Claims (the "Adequate Protection Superpriority Claim"). The Adequate Protection Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the DIP Loan Parties and all proceeds thereof (including subject to entry of the Final Order, Avoidance Proceeds). Subject to the Carve Out and the DIP Superpriority Claims in all respects, the Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(b), 546(d), 1113, and 1114 of the Bankruptcy Code. The Prepetition Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Adequate Protection Superpriority Claims under section 507(b) of the Bankruptcy Code granted hereunder

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	unless and until the DIP Obligations have been indefeasibly paid in full, in cash, or satisfied in a manner otherwise agreed to by the DIP Agent and the Required DIP Lenders, in each case as provided in the DIP Documents. (c) Fees and Expenses. As further adequate protection, the Debtors are authorized and directed to pay, without further Bankruptcy Court order, reasonable and documented fees and expenses (the "Adequate Protection Fees") of the Prepetition Secured Parties, including, without limitation, the reasonable and documented fees and expenses of Winston Taylor LLP and Cole Schotz P.C., counsel to the Prepetition Lenders; provided, however, that copies of all invoices reflecting the Adequate Protection Fees shall be served by email on the Debtor, the U.S. Trustee, and counsel to the Creditors Committee (if any) (collectively the "Fee Notice Parties"), who shall have ten (10) business days to review and to assert any objections thereto. Such invoices shall include a general description of the nature of the matters worked on, a list of professionals who worked on the matter, their hourly rate (if such professionals bill at an hourly rate), the number of hours each professional billed and, with respect to the invoices of law firms, the year of law school graduation for each attorney; provided, however, that the U.S. Trustee reserves the right to seek copies of invoices containing the detailed time entries of any professional. The U.S. Trustee reserves his right to seek to obtain unredacted copies of such invoices. Any expenses sought to be reimbursed shall be specified and broken out by type of expense. The provision of such invoices shall not constitute a waiver of the attorney-client privilege or any benefits of the attorney work product doctrine. If no objection to the payment of the Adequate Protection Fees is made in writing by the Fee Notice Parties within ten (10) calendar days after delivery of such invoices, then, without further order of, or application to, the Court or notice to any other party, such Adequate Protection Fees shall be promptly paid by the Debtor. If an objection is made by any of the Fee Notice Parties within the ten-day objection period to the payment of the Adequate Protection Fees, then the disputed portion of such Adequate Protection Fees shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court, and the undisputed portion shall be promptly paid by the Debtor. *See* Interim Order ¶ 17.
Releases *Local Rule 4001-2(a)(ii)*	Subject to the rights and limitations set forth in paragraphs 28 and 29 of the Interim Order, the Debtors and the Debtors' estates, on their own behalf and on behalf of each of their predecessors, their successors, and assigns shall to the maximum extent permitted by applicable law, unconditionally, irrevocably and fully forever release, remise, acquit, relinquish, irrevocably waive and discharge each of the DIP Lenders, the DIP Agent, the Prepetition Senior Secured Parties, and each of their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, affiliated investment funds or investment vehicles, managed, advised or sub-advised accounts, funds or other entities, investment advisors, sub-advisors or managers, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest, each in their capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Obligations, the DIP Superpriority Claims, the DIP Liens, the Prepetition Liens, and the Prepetition Obligations, as applicable, including, without limitation, (i) any so-

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	called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection or avoidability of the liens or claims of the DIP Agent, the DIP Lenders, and the Prepetition Senior Secured Parties *See* Interim Order ¶ 29.
506(c) Waiver *Local Rule 4001-2(a)(i)(V)*	Subject to entry of the Final Order (but retroactive to the Petition Date), no expenses of administration of these Chapter 11 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 Prepetition Collateral or the DIP Collateral (except to the extent of the Carve Out), the DIP Agent, the DIP Lenders, or the Prepetition Senior Secured Parties pursuant to Bankruptcy Code sections 105(a) or 506(c) or any similar principle of law or equity, without the prior written consent of the DIP Agent, the DIP Lenders, or the Prepetition Senior Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent, the DIP Lenders, or the Prepetition Senior Secured Parties. *See* Interim Order ¶ 13.
552(b) *Local Rule 4001-2(a)(i)(W)*	Subject to entry of the Final Order (but retroactive to the Petition Date), (i) the DIP Agent, the DIP Lenders, and the Prepetition Senior Secured Parties shall be entitled to all of the rights and benefits of Bankruptcy Code section 552(b) and (ii) the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to such parties with respect to the proceeds, products, offspring or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable. *See* Interim Order ¶ 15.
Marshalling *Local Rule 4001-2(a)(i)(X)*	Subject to entry of the Final Order (but retroactive to the Petition Date), the DIP Agent and the Prepetition Agent shall be entitled to apply the payments or proceeds of the DIP Collateral and the Prepetition Collateral in accordance with the provisions of this Interim Order or the Final Order, as applicable, the DIP Documents or the Prepetition Documents, each as applicable, and in no event shall the DIP Agent, the DIP Lenders, or any of the Prepetition Senior Secured Parties, be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or Prepetition Collateral; *provided* that nothing in this paragraph shall impair or modify the senior position of CNB's liens on the CNB Priority Collateral. *See* Interim Order ¶ 14.
Cross-Collateralization *Local Rule 4001-2(a)(i)(N)*	*See* "Priority of Claims and Liens; Collateral" above.
Indemnification *Fed. R. Bankr. P. 4001(c)(1)(B)(ix)*	(a) All (i) reasonable and documented out-of-pocket fees and expenses incurred by a single financial advisor, a single lead counsel, and a single local counsel (for each applicable jurisdiction) retained by each of the DIP Agent and the DIP Lenders (collectively, the "DIP Professionals"), incurred in connection with these Chapter 11 Cases (in any capacity) and the DIP Facility, whether or not the DIP Facility is successfully consummated, and (ii) reasonable and documented out-of-pocket expenses (including, without limitation, fees, disbursements and other charges of DIP Professionals) of the DIP Agent and the DIP Lenders, for enforcement costs and documentary taxes associated with the DIP Facility and the transactions contemplated thereby, are to be paid by the Debtors (the "DIP Lender Expenses"); *provided, however*,

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	that copies of all invoices reflecting the DIP Lender Expenses shall be served by email on the Fee Notice Parties, who shall have ten (10) business days to review and to assert any objections thereto. If no objection to the payment of the DIP Lender Expenses is made in writing by the Fee Notice Parties within ten (10) calendar days after delivery of such invoices, then, without further order of, or application to, the Court or notice to any other party, such DIP Lender Expenses shall be promptly paid by the Debtor. If an objection is made by any of the Fee Notice Parties within the ten-day objection period to the payment of the DIP Lender Expenses, then the disputed portion of such DIP Lender Expenses shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court, and the undisputed portion shall be promptly paid by the Debtor. The U.S. Trustee reserves his right to seek to obtain unredacted copies of any such DIP Lender Expenses invoices. Any expenses sought to be reimbursed shall be specified and broken out by type of expense. The provision of such invoices shall not constitute a waiver of the attorney-client privilege or any benefits of the attorney work product doctrine. (b) As set forth in the DIP Facility, the Debtors will, jointly and severally, indemnify the DIP Lenders, the DIP Agent, and their respective officers, directors, affiliates, attorneys, employees and agents (each an "Indemnified Person"), and hold them harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, fees, costs, charges, expenses and disbursements of any kind or nature whatsoever (including reasonable and documented out-of-pocket fees and disbursements of one outside counsel) arising out of or in any way relating to or as a consequence, direct or indirect, of: (i) the DIP Term Sheet, the DIP Facility, any documents or instruments relating thereto, and/or the transactions contemplated thereby, (ii) any action or failure to act or action taken only after delay or the satisfaction of any conditions by any Indemnified Person in connection with and/or relating to the negotiation, execution, delivery or administration of the DIP Term Sheet, the DIP Facility established thereunder, any documents or instruments relating thereto, and/or the transactions contemplated hereby, (iii) the Debtors' failure to observe, perform or discharge any of their covenants, obligations, agreements or duties under or breach of any of the representations or warranties made in the DIP Term Sheet, (iv) the enforcement of any of the rights and remedies of the DIP Agent or any DIP Lender under the DIP Term Sheet and any documents or instruments relating thereto, (v) any threatened or actual imposition of fines or penalties, or disgorgement of benefits, for violation of any anti-terrorism law by the Debtors, and (vi) any claim, litigation, proceeding or investigation instituted or conducted by any governmental body or instrumentality or any other person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, the DIP Term Sheet, the DIP Facility, any documents or instruments relating thereto, whether or not the DIP Agent or any DIP Lender is a party thereto; provided that the Debtors shall not be liable for the payment of any portion of such claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, fees, costs, charges, expenses and disbursements that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from such Indemnified Person's fraud, gross negligence, or willful misconduct. *See* Interim Order ¶ 26.
Events of Default *Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)(M)*	The occurrence of any of the following shall constitute an immediate event of default (each an "Event of Default"): (a) Nonpayment. Failure by the Borrower to pay (i) any principal on the DIP Loans when due or (ii) any interest, other fee, charge, amount or liability under the DIP Facility, within three (3) business days following the due date thereof.

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	(b) Breach of Representation. Any representation or warranty made or deemed made by the Borrower in this DIP Term Sheet or any related agreement or in any certificate, document or financial or other statement furnished at any time in connection herewith or therewith shall prove to have been inaccurate in any material respect on the date when made or deemed to have been made; (c) Noncompliance. The failure by the Debtors to observe or perform any covenant, condition or agreement (other than those specified in clauses (a), (b) and (d) – (aa) of this section) and such failure shall continue unremedied for a period of three (3) Business Days after delivery of written notice from the DIP Agent of such Event of Default. The failure by the Debtors to observe or perform any Milestone or any Additional Covenant shall result in an immediate Event of Default for as long as it continues without remedy or waiver by the Required DIP Lenders. (d) Budget. (i) The proceeds of any DIP Loan shall have been expended in a manner which is not in accordance with the Budget (subject to Permitted Variances) and (ii) the Variance from the then-current Budget shall exceed the Permitted Variances. (e) Collateral Documents. The DIP Orders shall cease to create valid and perfected liens on the Collateral with such priority required by this DIP Term Sheet, subject only to Permitted Liens; (f) Prepetition Claims. The Debtors shall file a motion seeking, or the Bankruptcy Court shall enter, an order (i) approving payment of any prepetition claim in excess of $100,000 in the aggregate other than (x) as provided for in the "first day" and "second day" orders and included in the Budget or (y) otherwise consented to by the Required DIP Lenders in writing; (ii) granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to any holder of any security interest to permit foreclosure on any assets having a book value in excess of $50,000 in the aggregate; or (iii) except with respect to the Prepetition Credit Agreement as provided in the DIP Orders, approving any settlement or other stipulation in excess of $50,000 in the aggregate not approved by the Required DIP Lenders and not included in the Budget with any secured creditor of the Debtors providing for payments as adequate protection or otherwise to such secured creditor; (g) Appointment of Trustee or Examiner. An order with respect to any of the Chapter 11 Cases shall be entered by the Bankruptcy Court appointing, or any Debtor, or any affiliate of any Debtor shall file an application for an order with respect to any Chapter 11 Case seeking the appointment of, (i) a trustee under section 1104 or (ii) an examiner with enlarged powers (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code; (h) Dismissal of Chapter 11 Case. An order shall be entered by the Bankruptcy Court dismissing any of the Chapter 11 Cases which does not contain a provision for termination of the DIP Loan Commitments and payment in full of all DIP Obligations unless otherwise agreed to by the DIP Lenders; (i) Conversion of Chapter 11. The conversion of any of the Chapter 11 Cases from one under Chapter 11 of the Bankruptcy Code to one under Chapter 7 of the Bankruptcy Code, or if any Debtor files a motion or other pleading seeking the conversion of any of the Cases under section 1112 of the Bankruptcy Code or otherwise unless otherwise agreed to by the DIP Lenders; (j) Certain Motions with Respect to Chapter 11 Cases. The bringing of a motion or application by any Debtor in any of the Chapter 11 Cases, or the entry of any order by the Bankruptcy Court in any of the Chapter 11 Cases without the express prior written consent of the Required DIP Lenders (and, with respect to any provisions that

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	materially affect the rights or duties of the DIP Agent, the DIP Agent), (i) to obtain additional post-petition financing under section 364(c) or (d) of the Bankruptcy Code that does not provide for the payment of all Obligations in full immediately upon the consummation of such financing; (ii) to revoke, reverse, stay, modify, supplement, or amend any of the DIP Orders in a manner inconsistent with this DIP Term Sheet that is not otherwise consented to by the Required DIP Lenders (and with respect to amendments, modifications, or supplements that affect the rights or duties of the DIP Agent, the DIP Agent); (iii) to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to any Debtor equal or superior to the priority of the DIP Loans (other than the Carve-Out) or the Adequate Protection Claims (as defined in the DIP Orders) (other than the Carve-Out or the administrative expense claims on account of the DIP Facility) or (iv) to grant or permit the grant of a lien on the Collateral (other than a Permitted Lien) that is senior to the liens of the DIP Lenders; (k) Application for Order by Third Party. An application for any of the orders described in clauses (f), (g), (h), and (i) of this section shall be made by a person other than any Debtor and such application is not contested by the applicable Debtor in good faith or any person obtains a non-appealable final order charging any of the Collateral under section 506(c) of the Bankruptcy Code against the DIP Agent or the DIP Lenders or obtains a final order adverse to the DIP Agent or the DIP Lenders; (l) Modification of DIP Orders or DIP Facility Documents. The entry of an order in any of the Chapter 11 Cases amending, supplementing, staying, vacating or otherwise modifying the DIP Facility Documents or the Prepetition Credit Agreement in a manner adverse to the interests of the Lenders; (m) DIP Orders. The DIP Orders shall cease to create a valid and perfected Lien on the Collateral or to be in full force and effect; (n) Obligations under DIP Orders. The failure of any Debtor to perform any of its obligations under the DIP Orders or any violation of any of the terms of the DIP Orders, subject to any applicable grace or cure periods set forth therein. (o) Challenge. The challenge by any Debtor to the validity, extent, perfection or priority of any liens granted under or obligations arising under the Prepetition Credit Agreement; (p) Exclusive Right to File Chapter 11 Plan. (1) The entry of an order by the Bankruptcy Court terminating or modifying the exclusive right of any Debtor to file a plan of reorganization with respect to the Borrower pursuant to section 1121 of the Bankruptcy Code, without the prior written consent of the Required DIP Lenders; or (2) the filing of a motion seeking to terminate or modify the exclusive right of any Debtor to file a plan of reorganization unless actively contested by such Debtor; (q) Filing of Unapproved Chapter 11 Plan. The filing of any plan of reorganization or liquidation or disclosure statement attendant thereto, or any amendment, modification or supplement to such plan or disclosure statement, by any Debtor, unless such plan or disclosure statement contains provision for the payment in full of the Prepetition Obligations and the DIP Obligations prior to the Maturity Date (an "Approved Plan"); (r) Approval of Disclosure Statement and Plan. The entry of an order in any of the Chapter 11 Cases approving a disclosure statement in respect of a plan other than an Approved Plan, or the entry of an order confirming a plan or reorganization or liquidation other than an Approved Plan;

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	(s) Enforceability of DIP Liens. (i) Any Debtor shall attempt to invalidate, reduce, or otherwise impair the liens or security interests of the DIP Agent and/or the DIP Lenders or to subject any Collateral to assessment pursuant to section 506(c) of the Bankruptcy Code; (ii) any lien or security interest created by this DIP Term Sheet or the DIP Orders with respect to Collateral shall, for any reason, cease to be valid; or (iii) any action is commenced by any Debtor that contests the validity, perfection, or enforceability of any of the liens and security interests of the DIP Agent and/or the DIP Lenders created by any of the Interim Order, the Final Order, or this DIP Term Sheet; (t) Right to Credit Bid. (a) Any Debtor files a motion or application seeking, or the entry of an order precluding the Prepetition Agent, the DIP Agent, or any DIP Lender (or their respective designees) from having the right to or being permitted to "credit bid" any amount of the Prepetition Obligations or DIP Obligations with respect to the assets of the Debtors or (b) the Bankruptcy Court enters an order prohibiting, restricting, precluding, or otherwise impairing the unqualified right of the Prepetition Agent, the DIP Agent, or any DIP Lender (or their respective designees) from having the right to or being permitted to "credit bid" any amount of the Prepetition Obligations or DIP Obligations with respect to the assets of the Debtors; (u) Payment of Administrative Claims. The payment of any administrative expense claim of $100,000 or more, unless such claim is expressly set forth in the Budget; (u) Sale of Debtors' Assets. The sale of any of the Debtors' assets (other than pursuant to the Stalking Horse APA) either through a sale under section 363 of the Bankruptcy Code, through a plan confirmed by the Bankruptcy Court in the Chapter 11 Cases, or otherwise, except to the extent that such sale results in the payment in full of the DIP Obligations and Prepetition Obligations prior to the Maturity Date; (v) Bidding Procedures Order. The revocation, reversal, stay, vacation, supplementation or other modification to the Bidding Procedures Order, or the Debtors file a motion or application seeking the same, in each case without the prior written consent of the Required DIP Lenders; (w) Invalidation of Claims. Any Debtor shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of such Debtor) any other person's motion to disallow in whole or in part the DIP Lenders' claims in respect of the obligations under the DIP Facility or contest any provision of this DIP Term Sheet; (x) Adverse Modifications. An Approved Plan or the Confirmation Order, is amended, supplemented, or otherwise modified in a manner that materially affects the rights or duties of the DIP Lenders and/or the DIP Agent without the prior written consent of the Required DIP Lenders (and with respect to amendments, modifications, or supplements that affect the rights or duties of the DIP Agent, the DIP Agent); (y) Withdrawal or Termination of Approved Plan. The withdrawal or termination of the Approved Plan without the prior written consent of the Required DIP Lenders; and (aa) Payments of Prepetition Claims. Any Debtor or any of its affiliates shall have paid or filed a motion seeking the entry of, or the Bankruptcy Court shall have entered, an order approving a payment on account of any prepetition claim in excess of $50,000 (other than as provided for in the "first day" and "second day" orders and included in the Budget), without the prior written consent of the Required DIP Lenders.

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	"Default" shall mean any event, act or condition set forth in this section which, with notice or lapse of time, in each case, as set forth above, would (without cure or waiver) constitute an Event of Default under the DIP Facility. *See* DIP Term Sheet p. 10-13.
Milestones *Fed. R. Bankr. P. 4001(c)(1)(B)(vi)*; *Local Rule 4001-2(i)(a)(H)*	The Debtors shall comply with the following milestones, and the failure timely to comply (unless waived or extended by the Required DIP Lenders) shall constitute an event of default under the DIP Facility: (a) no later than September 20, 2026, the Debtors shall have commenced the Chapter 11 Cases in the Bankruptcy Court; (b) no later than the Petition Date, the Debtors shall file a motion to approve bidding procedures for the sale of all, substantially all, or a portion of the Debtors' assets (the "Bidding Procedures Motion") which Bidding Procedures Motion shall also seek approval of a stalking horse bid by the DIP Lenders or their designee (the "Stalking Horse Bid") pursuant to an asset purchase agreement in form and substance acceptable to the Required DIP Lenders (the "Stalking Horse APA"); (c) no later than 3 business days after the Petition Date, the Bankruptcy Court shall have entered the Interim Order; (d) no later than 18 calendar days after the Petition Date, the Bankruptcy Court shall have entered an order with respect to the Bidding Procedures (the "Bidding Procedures Order"); (e) no later than 30 calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final Order; (f) no later than 37 calendar days after the Petition Date, the deadline for the submission of qualified bids (the "Bid Deadline") shall have occurred pursuant to the terms of the Bidding Procedures; (g) no later than 45 calendar days after the Petition Date, an auction (if any) (the "Auction") shall have commenced pursuant to the terms of the Bidding Procedures; (h) no later than 50 calendar days after the Petition Date, subject to Bankruptcy Court availability, a hearing approving one or more sales of all, substantially all, or a portion of the Debtors' assets (collectively, the "Sale") shall have occurred (the "Sale Hearing"); and (i) no later than 53 calendar days after the Petition Date, the sale approved at the Sale Hearing shall have closed. *See* DIP Term Sheet p. 9.
Conditions Precedent to Initial Borrowing *Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)(E)*	**Conditions Precedent to Funding of all New Money DIP Loans** A. The representations and warranties of the Debtors set forth in the DIP Term Sheet shall be true and correct in all material respects on and as of the date of such draw; provided (i) that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; and (ii) that, in each case, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on the date of such credit extension or on such earlier date, as the case may be.

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	B. At the time of and immediately after giving effect to such draw, no Default or Event of Default shall have occurred and be continuing. C. The Debtors shall have delivered to the DIP Agent a "Borrowing Request" in substantially the form attached hereto as Annex VII in connection with such borrowing within the time frame set forth in this DIP Term Sheet. D. The DIP Agent and the DIP Lenders shall have received, or shall receive concurrently with the funding of the New Money DIP Loans, all fees and other amounts due and payable, including reimbursement or payment of all reasonable and documented out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel) required to be reimbursed or paid by the Debtors, including all reasonable and documented out-of-pocket expenses of counsel to the DIP Agent and counsel to the DIP Lenders). E. Solely with respect to the funding of the draws following the funding of the Interim Facility, the Bankruptcy Court shall have entered the Final Order, and the DIP Agent and the DIP Lenders shall have received a true and complete copy of the Final Order, and such order shall be in full force and effect and shall not have been reversed, modified, amended, stayed or vacated. All applicable Milestones that are required to be complied with prior to or concurrently with the entry of the Final Order and the fundings of any draws following the funding of the Interim Facility shall have been complied with (or waived by the DIP Lenders). F. The Debtors shall be in compliance in all material respects with the DIP Orders. *See* DIP Term Sheet Annex III.
Carve-Out *Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)(F)*	**Carve Out.** (a) As used in this Interim Order, the "Carve Out" means an amount equal to the sum of (i) all fees required to be paid to the clerk of the Bankruptcy Court under section 156(c) of title 28 of the United States Code and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the applicable statutory rate (without regard to the notice set forth in (iii) below) (collectively, the "Statutory Fees"), which Statutory Fees shall not be subject to any budget; (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (including without limitation any restructuring, sale, success, or other transaction fee allowed, earned and payable by the Debtors as of the date any Carve-Out Trigger Notice (as defined below) is received) (collectively "Allowed Professional Fees") incurred at any time before or on the first (1st) business day following delivery by the DIP Agent of the Carve-Out Trigger Notice, whether allowed by the Bankruptcy Court prior to or after delivery by the DIP Agent of a Carve-Out Trigger Notice, incurred by (A) persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (collectively, the "Debtor Professionals"), provided, however, that the amounts in this clause (A), as it relates to those Debtor Professionals reporting accrued fees and expenses in the Carve-Out Report, shall be limited to the sum of (1) an aggregate amount not to exceed 115% of the Professional Fees (as defined below) included in the Carve-Out Report delivered to the DIP Agent immediately prior to the delivery of the Carve-Out Trigger Notice (such Carve-Out Report, the "Final Carve-Out Report"), provided, however, any Professional Fees on account of any earned restructuring, sale, success, or other transaction fee, shall not exceed 100% of such fee, and (2) the Debtor Professionals' actual fees and expenses incurred between the date of the Final Carve-

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	Out Report and the Trigger Cap Date (as defined below) as shall be reported to the DIP Agent no later than three (3) business days after the Trigger Cap Date (the amounts set forth in this clause (A), the "Debtor Pre-Trigger Notice Cap"), and (B) persons or firms retained by any statutory committee of unsecured creditors appointed in these Chapter 11 Cases (the "Creditors Committee") pursuant to sections 327, 328, or 1103 of the Bankruptcy Code (collectively, the "Committee Professionals" and together with the Debtor Professionals, the "Professional Persons"), provided, however, the amounts in this clause (B) shall be limited solely to the amount set forth in the Budget for the Committee Professionals for the period prior to the delivery of the Carve-Out Trigger Notice, without giving effect to any Permitted Variance (the amounts set forth in this clause (B) the "Committee Pre-Carve-Out Trigger Notice Cap" and, together with the Debtor Pre-Trigger Notice Cap, the "Pre-Trigger Notice Cap"). For the avoidance of doubt, the maximum aggregate Committee Pre-Carve-Out Trigger Notice Cap shall not exceed the cumulative amount set forth in the Budget, without giving effect to any Permitted Variance, for the Committee Professionals incurred from the Petition Date to the date before the first (1st) business day following the date on which the Carve-Out Trigger Notice is sent. Within three (3) business days of the receipt of a Carve-Out Trigger Notice, each Committee Professional shall provide its reasonable, good-faith estimate of the amount of its fees and expenses to be included in the Committee Pre-Carve-Out Trigger Notice Cap; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $200,000 incurred after the first (1st) business day following delivery by the DIP Agent of the Carve-Out Trigger Notice (such date the "Trigger Cap Date"), to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve-Out Trigger Notice Cap"). For purposes of the foregoing, the "Carve-Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Agent (at the direction of the Required DIP Lenders) to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Creditors Committee (if any), providing that a Termination Event has occurred and stating that the Post-Carve-Out Trigger Notice Cap has been invoked. *See* Interim Order ¶ 12.
Use of Funds to Investigate Prepetition Liens *Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(i)(L)*	Notwithstanding anything to the contrary set forth in this Interim Order, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral, or the Carve Out may be used: (a) to investigate (except as expressly provided herein), initiate, prosecute, join, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (i) against any of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such) or seeking relief that would impair the rights and remedies of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such) under the DIP Documents, this Interim Order, or the Prepetition Documents to the extent permitted or provided hereunder, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Creditors Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties to recover on the DIP Collateral or the Prepetition Collateral, as provided for herein, or seeking affirmative relief against any of the DIP Agent, the DIP Lenders or

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	the Prepetition Secured Parties related to the DIP Obligations, or the Prepetition Obligations, (ii) seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Obligations, the DIP Superpriority Claims, or the DIP Agent's and the DIP Lenders' liens or security interests in the DIP Collateral, the Prepetition Liens, or the Prepetition Collateral, or (iii) for monetary, injunctive, or other affirmative relief against the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such), or their respective liens on or security interests in the DIP Collateral or the Prepetition Collateral, or the DIP Superpriority Claims, that would impair the ability of any of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations, or the Prepetition Obligations to the extent permitted or provided hereunder; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Obligations, or by or on behalf of the DIP Agent and the DIP Lenders related to the DIP Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the DIP Superpriority Claims, the DIP Liens, Prepetition Liens, or the Prepetition Obligations; (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens, the DIP Superpriority Claims, or any other rights or interests of the DIP Agent or the DIP Lenders related to the DIP Obligations or the DIP Liens; or (y) any of the Prepetition Liens or any rights of interests of the Prepetition Secured Parties related to the Prepetition Liens or the Prepetition Obligations; and (e) assert any claims, defenses, or any other causes of action any non-Debtor affiliates with respect to prepetition relationships with the Debtors; provided that no more than $50,000.00 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used by the Creditors Committee, if appointed, solely to investigate the foregoing matters with respect to the Roll-Up Loans, the Prepetition Liens, or the Prepetition Obligations, within the Challenge Period (as defined herein) (the "Challenge Budget"). Subject to entry of the Final Order, all fees and expenses of the Committee Professionals incurred in connection with the investigation of the matters described in paragraph 29(a) in excess of the Challenge Budget shall not be payable from the Carve Out. *See* Interim Order ¶ 27.
Liens on Avoidance Actions *Local Rule 4001-2(a)(i)(U)*	Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, enforceable, fully-perfected first-priority security interest in and lien upon and subject to and upon entry of the Final Order, Avoidance Actions and Avoidance Proceeds. *See* Interim Order ¶ 11.
Waiver or Modification of the Automatic Stay *Fed. R. Bankr. P. 4001(c)(1)(B)(iv)*	The Debtors are authorized, and the automatic stay imposed by Bankruptcy Code section 362 is hereby lifted to the extent necessary and applicable, to perform all acts and to make, execute and deliver all instruments and documents (including, without limitation, the DIP Term Sheet and any collateral documents contemplated thereby), and to pay all fees, expenses, indemnities, and other amounts contemplated thereby or that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility. *See* Interim Order ¶ 6(e).

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Repayment Features *Local Rule 4001-2(a)(i)(I)*	Unless otherwise agreed or permitted herein, Borrower shall pay DIP Obligations (other than accrued interest) that are at any time due and payable monthly in arrears on the last business day of each calendar month and on the Maturity Date. For the avoidance of doubt, accrued interest on the DIP Loans shall be paid-in-kind on the last business day of each calendar month. *See* DIP Term Sheet p. 8.
Emergency Default Hearing *Local Rule 4001-2(a)(i)(T)*	**Remedies Upon a Termination Event.** The Debtors shall immediately provide notice to counsel to the DIP Agent, the DIP Lenders, and the Prepetition Agent (with a copy to counsel to the Creditors Committee (if any) and the U.S. Trustee), of the occurrence of any Termination Event, at which time the Debtors' ability to use Cash Collateral hereunder shall terminate (subject to the proviso at the end of this paragraph 24) and the DIP Obligations shall become due and payable. Upon the occurrence of a Termination Event and following the giving of not less than five (5) days' advance written notice, which may be by email (the "Enforcement Notice"), to counsel to the Debtors, the U.S. Trustee, and counsel to the Creditors Committee (if any) (the "Notice Period"), but subject to and in accordance with the terms of the DIP Documents and any order of the Court, (a) the DIP Agent and the DIP Lenders may exercise any rights and remedies against the DIP Collateral available to them under this Interim Order, the DIP Documents, and applicable non-bankruptcy law, including but not limited to terminating all commitments to extend credit under the DIP Facility, and (b) the Prepetition Secured Parties may exercise any rights and remedies to satisfy the Prepetition Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, Permitted Liens and, in each case, the Carve Out. The automatic stay pursuant to Bankruptcy Code section 362 shall be automatically terminated with respect to the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties at the end of the Notice Period, without further notice or order of the Bankruptcy Court, unless the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties elect otherwise in a written notice to the Debtors, which may be by email. Upon termination of the automatic stay, the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties shall be permitted to exercise all rights and remedies set forth herein, in the DIP Documents and the Prepetition Documents, as applicable, and as otherwise available at law against the DIP Collateral or Prepetition Collateral, without any further order of or application or motion to the Bankruptcy Court, and without restriction or restraint imposed by any stay under Bankruptcy Code sections 362 or 105, or otherwise, against (x) the enforcement of the liens and security interests in the DIP Collateral or the Prepetition Collateral, or (y) the pursuit of any other rights and remedies granted to the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties pursuant to the DIP Documents, the Prepetition Documents, or this Interim Order; provided that during the Notice Period, the Debtors may use the proceeds of the DIP Facility (to the extent drawn prior to the occurrence of a Termination Event) or Cash Collateral, only to (i) fund operations in accordance with the DIP Term Sheet and the Budget, provided, however, that immediately upon the occurrence of a Termination Event, the Permitted Variance shall be reduced to 0.00% of the disbursements as set forth in the Budget, and (ii) to fund the Funded Reserve Account, provided however, that during the Notice Period, the Debtors, the DIP Lenders, and the DIP Agent consent to a hearing on an expedited basis; provided further, that if a hearing to consider the foregoing is requested to be heard before the end of the Notice Period but is scheduled for a later date by the Bankruptcy Court, the Notice Period shall be automatically extended to the date of such hearing; provided further that any fees and expenses incurred by the Debtors or the Creditors Committee (if any) during the Notice Period shall permanently reduce the Post-Carve Out Trigger Notice Cap unless the Bankruptcy Court determines no Termination Event has occurred. Any party in interest shall be entitled to seek an emergency hearing for the purpose of contesting whether assets constitute assets of the

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	Debtors' estates, and nothing in this Interim Order shall affect any party in interest's rights or positions at such hearing. *See* Interim Order ¶ 22.

BACKGROUND

A. General Background

16. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made, and no official committees have been appointed, in these Chapter 11 Cases.

17. Additional factual background regarding the Debtors, including their business operations, corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases is set forth in detail in the First Day Declaration.

B. The Debtors' Prepetition Debt Obligations

a. The Prepetition Credit Agreement

18. Prior to the Petition Date, Yardbird Group LLC as borrower ("Yardbird Group" or the "Prepetition Borrower"), and Yardbird DFW, LLC ("YB DFW"), Yardbird DC, LLC ("YB DC"), Yardbird Chicago, LLC ("YB Chicago"), Yardbird Denver LLC ("YB Denver"), The Bird Singapore LLC ("YB Singapore"), Yardbird Beverly Hills, LLC ("YB Beverley Hills"), and YB Las Vegas, LLC ("YB Las Vegas") as guarantors (the "Guarantors," and together with the Prepetition Borrower, the "Credit Parties"), entered into that certain *Credit and Guaranty Agreement*, dated as of July 28, 2022 (as amended by that certain *Amendment No. 1 to Credit and Guaranty Agreement*, dated as of April 19, 2024, and that certain *Amendment No. 2 and Waiver to Credit and Guaranty Agreement*, dated as of November 14, 2025, and as may be further amended,

amended and restated, supplemented or otherwise modified from time to time, the "Prepetition Credit Agreement") with the lenders from time to time party thereto (the "Prepetition Lenders") and Brightwood Loan Services LLC as administrative agent and collateral agent (the "Prepetition Agent," and collectively with the Prepetition Lenders, the "Prepetition Secured Parties"). The Prepetition Credit Agreement provides for an initial term loan and delayed draw term loans in the aggregate principal amount of $13,000,000.00.

19. As of the Petition Date, the aggregate outstanding principal amount under the Prepetition Credit Agreement is not less than $13,324,252.00 (together with accrued and unpaid interest, fees, and other amounts owing thereunder, the "Brightwood Prepetition Obligations"). The Brightwood Prepetition Obligations are secured by valid, binding, perfected and enforceable first-priority liens (the "Prepetition Liens") on substantially all of the Debtors' assets, with the exception of the assets of Southern Operations, on which the Prepetition Secured Parties hold a second priority lien.

20. In connection with the Prepetition Credit Agreement, the Credit Parties, Debtor Southern Operations LLC ("Southern Operations"), and non-debtor The Bird Singapore Pte. LTD ("The Bird LTD," collectively with Southern Operations, the "Non-Credit Parties") entered into that certain *Intercompany Subordination Agreement*, dated July 28, 2022, thereby subordinating all indebtedness, liabilities, and other obligations of any Credit Party owing to such Non-Credit Party in respect of any and all loans or advances made by such Non-Credit Party to such Credit Party for the benefit of the Prepetition Secured Parties.

b. The Main Street Loan Facility

21. On or about August 11, 2020, Debtor Southern Operations as borrower, and Debtor Yardbird Group as guarantor, incurred indebtedness in favor of City National Bank of Florida ("CNB") in the amount of $9,932,178.00 through the "Main Street Loan Facility Program"

(the "CNB Main Street Loan Facility") as established by the Board of Governors of the Federal Reserve System under Section 13(3) of the Federal Reserve Act. The CNB Main Street Loan Facility was subsequently amended pursuant to that certain *Amendment and Ratification of Loan and Security Agreement*, dated April 8, 2025, effective as of August 11, 2024 (the "Main Street Facility Amendment," together with the CNB Main Street Loan Facility and all documents related thereto, the "CNB Main Street Loan Documents"), by and between Southern Operations as borrower, CNB as lender, Yardbird Group as the Existing Guarantor (as defined in the Main Street Facility Amendment), and Debtors YB DFW, YB Denver, YB DC, YB Chicago, and YB Beverly Hills as New Guarantors (as defined in the Main Street Facility Amendment).

22. Pursuant to the CNB Main Street Loan Documents, CNB holds a first priority security interest in the collateral of Southern Operations, which at this time consists of stored equipment and possibly a liquor license relating to the closed Miami location, and a second priority security interest in the collateral of Yardbird Group, YB DFW, YB DC, YB Chicago, YB Denver, and YB Beverley Hills. As of the Petition Date, approximately $8,387,916.71 remains outstanding on account of the CNB Main Street Loan Facility.

23. On or about March 24, 2026, CNB initiated litigation against Debtors Southern Operations, YB Beverely Hills, YB Chicago, YB DC, YB DFW, and YB Denver in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida for breach of contract and enforcement of the CNB Main Street Loan Documents (the "CNB Litigation"). As of the Petition Date, the CNB Litigation remains pending.

c. The inKind Obligations

24. On June 27, 2025, Debtor Yardbird Group and certain of its debtor affiliates entered into that certain *Credit Purchase Agreement* (as amended, supplemented, or otherwise modified from time to time, the "inKind Agreement") with inKind Cards Inc., inKind Credit Fund LP, and

inKind Warehouse Facility, LLC (collectively, "inKind"). Under this agreement, inKind provided working capital in the amount of $1,200,000 to the Debtors in exchange for $2,400,000 in credits (the "Credits") to be used by inKind's customers at the Debtors' restaurants. Customers who purchase Credits from inKind may then redeem the Credits at the Debtors' restaurants. As of the Petition Date, approximately $3,126,442.60 remains outstanding under the inKind Agreement.

25. In accordance with the terms of the inKind Agreement, inKind filed a UCC-1 financing statement against each of YB DFW, YB DC, YB Chicago, YB Denver, and YB Beverley Hills (collectively, the "inKind-Debtors") asserting a perfected lien on the inKind-Debtors' collateral, including among other things, accounts receivable, domestic inventory, general intangibles, equipment, promissory notes and instruments. Accordingly, inKind holds a third priority perfected lien on the inKind-Debtors' Article 9 collateral.

26. As of the Petition Date, the order of priority of the funded debt obligations is as follows:

Collateral	Priority	Facility
Substantially all of the respective assets of Debtors Yardbird Group, YB DFW, YB DC, YB Chicago, YB Denver, YB DFW Management, YB DFW Concession, YB Singapore, YB Beverly Hills, and YB Las Vegas	First	Prepetition Credit Agreement
Substantially all of the assets of Debtor Southern Operations	First	CNB Main Street Loan Facility
Substantially all of the respective assets of Debtors Yardbird Group, YB DFW, YB DC, YB Chicago, YB Denver, and YB Beverley Hills	Second	CNB Main Street Loan Facility
Substantially all of the respective assets of Debtors YB DFW, YB DC, YB Chicago, YB Denver, and YB Beverley Hills	Third	inKind Agreement

C. The Debtors' Need for Debtor-in-Possession Financing and Use of Cash Collateral

27. The Debtors require access to the DIP Facility and authority to use Cash Collateral to ensure they have sufficient liquidity to operate their businesses and administer their estates during the Chapter 11 Cases. Access to the DIP Facility will provide the Debtors with immediate access to liquidity and to the Cash Collateral, which will (a) provide the Debtors with critical working capital for its businesses; (b) fund other general corporate purposes; (c) fund the payments authorized by the Court pursuant to the "first-day motions" filed contemporaneously with the Motion; (d) satisfy administrative costs and expenses incurred in the Chapter 11 Cases; and (e) permit the Debtors the runway necessary to consummate a value-maximizing sale transaction under section 363 of the Bankruptcy Code.

28. The Debtors have insufficient cash to fund their operations during the Chapter 11 Cases. Absent authority to enter into and access the DIP Facility, even for a limited period of time, the Debtors will be unable to continue operating their businesses, pursue a value-maximizing sale process, or administer the Chapter 11 Cases. Thus, denial of the authority sought by this Motion would result in a deterioration of value and immediate and irreparable harm to the Debtors' estates.

29. Immediate access to the DIP Facility is essential so the Debtors can assure their employees, vendors, and other interested parties that they have sufficient capital to continue operating during the pendency of these Chapter 11 Cases. Even with access to Cash Collateral, the Debtors do not believe it would be prudent, or even possible, to administer these Chapter 11 Cases solely on a "cash collateral" basis.

30. The DIP Facility, together with the relief in the Interim Order and the Final Order, will permit the Debtors to consensually use the Prepetition Secured Parties' Cash Collateral, which is a critical element of the Debtors' decision to enter into the DIP Facility. As explained above, absent the consent of the Prepetition Secured Parties, there would have likely been a dispute on

the first day of these Chapter 11 Cases regarding the use of Cash Collateral. These issues would likely have been litigated on the first day of these Chapter 11 Cases and, had the Debtors not prevailed, could have caused a significant and value-destructive disruption to the Debtors' ability to operate in chapter 11 and administer these Chapter 11 Cases. Instead, the DIP Facility resolves these issues by providing for consensual use of Cash Collateral, which, in turn, allows the Debtors to preserve the going-concern value of the estate for the benefit of all stakeholders.

31. The Debtors have worked closely with their advisors to evaluate their cash requirements for their businesses. As part of such evaluation, the Debtors and their advisors reviewed and analyzed the Debtors' near-term weekly and long-term cash flow forecasts and prepared the Budget. These forecasts take into account anticipated disbursements during the projected periods and consider a number of factors, including, but not limited to, the effect of the chapter 11 filing on the operations of the business, fees and interest associated with postpetition financing, professional fees, and vendor obligations, as well as the operational performance of the Debtors' business. The Debtors believe that the Budget provides an accurate reflection of the Debtors' funding requirements over the identified period and is reasonable and appropriate under the circumstances.

D. Alternative Sources of Financing are Not Available on Better Terms

32. The Debtors believe that the DIP Facility represents the best option currently available to the Debtors under the circumstances for financing, based on a financing process that revealed no viable alternatives. First Day Decl. ¶ 50. As stated in the First Day Declaration, Albert Altro of Traverse LLC ("Traverse"), the Debtors' proposed Chief Restructuring Officer, conducted a marketing process to determine the availability of third-party financing sources that were willing to provide financing to the Debtors in their current financial situation. *Id*. ¶ 46-49. Because substantially all of the Debtors' assets are encumbered and subject to validly perfected first priority

liens, Traverse inquired whether any of these parties would be willing to extend financing to the Debtors on an unsecured, junior priority, or priming basis. *Id.* ¶ 47. Traverse reached out to approximately eighteen (18) potential lenders, consisting of strategic groups, private equity firms, financial third-party investors, and traditional lending institutions, to provide debtor in possession financing through a superpriority priming facility, and ultimately received two (2) term sheets for potential debtor in possession financing—one from a third party and one from the Prepetition Secured Parties. *Id.* ¶ 46-48.

33. After extensive arm's-length negotiations with the Prepetition Secured Parties, who would not consent to being primed, the Debtors ultimately executed the DIP Term Sheet provided by the Prepetition Secured Parties. First Day Decl. ¶ 49. The DIP Facility is critical to the Debtors' ability to pay the administrative costs of these Chapter 11 Cases and provides a path to a transaction that the Debtors believe is necessary to continue the uninterrupted operation of the Debtors' restaurants, reassure suppliers, and conduct a value maximizing sale process for the benefit of all stakeholders. *Id.* ¶ 51.

34. Based on the financing process described above, there are no alternative sources of financing reasonably available to the Debtors and no alternative sources of financing currently available under the circumstances on both better and executable terms than those being provided by the DIP Facility. *Id.* ¶ 50. Accordingly, the DIP Facility is reasonable and appropriate under the circumstances and is the Debtors' best option currently available under the circumstances. *Id*.

35. For all the reasons set forth herein, the DIP Facility is in the best interests of the Debtors' estates, and the Debtors respectfully request that the Court approve the DIP Facility on the terms and conditions described herein.

BASIS FOR RELIEF REQUESTED

I. The Debtors Should Be Authorized to Obtain Secured, Superpriority DIP Financing

A. Entry into the DIP Facility Is an Exercise of the Debtors' Sound Business Judgment

36. The Court should authorize the Debtors, as a sound exercise of their business judgment, to enter into the DIP Facility. Section 364 of the Bankruptcy Code authorizes the Debtors to obtain secured or superpriority postpetition financing. As long as an agreement to obtain secured credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code, courts grant debtors considerable deference to debtors' sound business judgment in obtaining such credit. *See*, *e.g.*, *In re Trans World Airlines, Inc.*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving a postpetition loan and receivables facility because such facility "reflect[ed] sound and prudent business judgment"); *In re L.A. Dodgers LLC*, 457 B.R. 308, 313 (Bankr. D. Del. 2011) ("[C]ourts will almost always defer to the business judgment of a debtor in the selection of the lender."); *In re Barbara K. Enters., Inc.*, Case No. 08-11474, 2008 WL 2439649, at *14 (Bankr. S.D.N.Y. June 16, 2008) (explaining that courts defer to a debtor's business judgment "so long as a request for financing does not 'leverage the bankruptcy process' and unfairly cede control of the reorganization to one party in interest."); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("[C]ases consistently reflect that the court's discretion under section 364 [of the Bankruptcy Code] is to be utilized on grounds that permit [a debtor's] reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest."); *In re Farmland Indus., Inc.*, 294 B.R. 855, 881 (Bankr. W.D. Mo. 2003) (noting that approval of postpetition financing requires, inter alia, an exercise of "sound and reasonable business judgment.").

37. To determine whether the business judgment standard is met, the Court need only "examine whether a reasonable business person would make a similar decision under similar circumstances." *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006); *see also In re Curlew Valley Assocs.*, 14 B.R. 506, 513–14 (Bankr. D. Utah 1981) (noting that courts should not second guess a debtor's business decision when that decision involves "a business judgment made in good faith, upon a reasonable basis, and within the scope of [the debtor's] authority under the [Bankruptcy] Code"). Bankruptcy courts will not generally second-guess a debtor's business decisions when those decisions involve "a business judgment made in good faith, upon a reasonable basis, and within the scope of [its] authority under the [Bankruptcy] Code." *In re Curlew Valley Assocs.*, 14 B.R. 506, 513 (Bankr. D. Utah 1981) (footnote omitted). To determine whether the business judgment test is met, "the court 'is required to examine whether a reasonable business person would make a similar decision under similar circumstances.'" *In re Dura Auto. Sys. Inc.*, Case No. 06-11202 (KJC), 2007 Bankr. LEXIS 2764, at *272 (Bankr. D. Del. Aug. 15, 2007) (citation omitted). The Court should evaluate the soundness of a debtor's business judgment, "in context, and considering the relative circumstances of the parties." *Farmland Indus.*, 294 B.R. at 886 ("Viewed in isolation, several of the terms of the [postpetition financing] might appear to be extreme or even unreasonable. Certainly, many of them favor the DIP Lenders. But, taken in context, and considering the relative circumstances of the parties, the Court does not believe that the terms are unreasonable."); *see also Unsecured Creditors' Comm. Mobil Oil Corp. v. First Nat'l Bank & Trust Co. (In re Elingsen McLean Oil Co., Inc.)*, 65 B.R. 358, 365 n.7 (W.D. Mich. 1986) (recognizing that a debtor may have to enter into "hard bargains" to acquire funds for its reorganization).

38. Here, as described in the First Day Declaration, the Debtors' determination to enter into the DIP Facility was a business decision guided by the Debtors' financial and restructuring needs. Specifically, the Debtors and their advisors determined that the Debtors will require additional liquidity to continue operating "business as usual" while the Debtors pursue a value-maximizing transaction. The DIP Facility will allow the Debtors to: (a) fund capital expenditures that are essential to the Debtors' continuation as a going concern; (b) provide the liquidity necessary to continue favorable trade terms with vendors, suppliers, and customers, and to continue compensating their employees, who are essential to operating the business as normal; (c) fund the administrative cost of these Chapter 11 Cases; and (d) provide a path to emergence by allowing the Debtors to effectuate a sale of their assets during these Chapter 11 Cases. The additional certainty of having an achievable and near-term exit path from chapter 11 on the Petition Date strongly weighed in favor of the Debtors' decision to enter into the DIP Facility. To maximize value for these Debtors' estates, maintaining positive ordinary course relations with its employees and vendors is crucial.

39. The Debtors' advisors attempted to find other parties that would be willing to provide financing on more favorable terms. After finding none, the Debtors ultimately selected the DIP Lenders' proposal as the best available option. The Debtors negotiated the DIP Documents with the DIP Lender in good faith, at arm's length, and with the assistance of their respective advisors, and the Debtors believe that they have obtained the best financing available under the circumstances.

40. Accordingly, the Debtors submit that entry into the DIP Facility is in the best interests of the Debtors and their estates, is necessary to preserve the value of estate assets, and is an exercise of the Debtors' sound and reasonable business judgment.

B. The Debtors Should Be Authorized to Obtain Postpetition Financing on a Secured and Superpriority Basis

41. The Debtors satisfy the requirements for relief under section 364 of the Bankruptcy Code, which authorizes a debtor to obtain secured or superpriority financing under certain circumstances. Specifically, section 364(c) of the Bankruptcy Code provides that:

> If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt:
>
> (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title; [or]
>
> (2) secured by a lien on property of the estate that is not otherwise subject to a lien;
>
> (3) secured by a junior lien on property of the estate that is subject to a lien[.]

11 U.S.C. § 364(c).

42. To satisfy the requirements of section 364(c) of the Bankruptcy Code, a debtor need only demonstrate "by a good faith effort that credit was not available" to the debtor on an unsecured or administrative expense basis. *Bray v. Shenandoah Fed. Savs. & Loan Ass'n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986) ("The statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable."); *see also Pearl-Phil GMT (Far East) Ltd. v. Caldor Corp.*, 266 B.R. 575, 584 (S.D.N.Y. 2001) (superpriority administrative expenses authorized where debtor could not obtain credit as an administrative expense). When few lenders are likely to be able and willing to extend the necessary credit to a debtor, "it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing." *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff'd sub nom.*, *Anchor Savs. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n. 4 (N.D. Ga. 1989);

see also Ames Dep't Stores, 115 B.R. at 40 (approving financing facility and holding that the debtor made reasonable efforts to satisfy the standards of section 364(c) where it approached four lending institutions, was rejected by two, and selected the most favorable of the two offers it received).

43. The Debtors satisfy the standard. Despite efforts to obtain DIP financing proposals from third parties outside the capital structure, the Debtors were unable to obtain alternative sources of financing. In this process, Traverse contacted a number of third-party strategic groups, private equity firms, financial third-party investors, and traditional lending institutions in an effort to procure DIP financing. First Day Decl. ¶ 46. After reviewing their options, the Debtors determined the DIP Lenders' proposal was the best option currently available under the circumstances to the Debtors and that they could not obtain postpetition financing without granting the liens and claims in the priorities set forth in the DIP Documents. Specifically, (i) no other third-party was willing to provide financing subordinate to the Prepetition Secured Parties; (ii) the parties that were potentially interested in providing financing, were only willing to do so on a superpriority senior secured basis with the consent of the Prepetition Secured Parties, as not to risk a "priming" fight; and (iii) the parties that expressed interest in providing financing, could not provide financing on terms better than that of the proposed DIP Facility.

44. Absent the DIP Facility, which will provide sufficient liquidity to administer these Chapter 11 Cases, the value of the Debtors' estates would be significantly impaired to the detriment of all stakeholders. Given the Debtors' dire circumstances, the Debtors believe that the terms of the DIP Facility, including the Roll Up DIP Loans and other economic provisions of the DIP Facility, as set forth in the DIP Term Sheet, are reasonable under the circumstances. For these reasons, the Debtors have met the standard for obtaining postpetition financing under section 364 of the Bankruptcy Code.

C. The DIP Facility Provides for Consensual Priming

45. Courts may authorize a debtor to obtain postpetition credit secured by a lien that is senior or equal in priority to existing liens on the encumbered property, without the consent of existing lien holders if the debtor cannot otherwise obtain such credit and the interests of existing lien holders are adequately protected. *See* 11 U.S.C. § 364(d)(1). Specifically, section 364(d)(1) of the Bankruptcy Code provides:

> (1) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if:
>
> (A) the trustee is unable to obtain such credit otherwise; and
>
> (B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

11 U.S.C. § 364(d)(1).

46. When determining whether to authorize a debtor to obtain credit secured by senior liens as authorized by section 364(d) of the Bankruptcy Code, courts focus on whether the transaction will enhance the value of the debtor's assets. Courts consider a number of factors, including:

- whether the party subject to a priming lien has consented to such treatment;
- whether alternative financing is available on any other basis (*i.e.,* whether any better offers, bids, or timely proposals are before the court);
- whether the proposed financing is necessary to preserve estate assets and is necessary, essential and appropriate for continued operation of the debtors' businesses;
- whether the terms of the proposed financing are reasonable and adequate given the circumstances of both the debtors and proposed lender(s); and
- whether the proposed financing agreement was negotiated in good faith and at arms'-length and entry therein is an exercise of sound and reasonable business judgment and in the best interest of the debtor's estate and its creditors.

See, *e.g.*, *Ames Dep't Stores*, 115 B.R. at 37–39; *Bland v. Farmworker Creditors*, 308 B.R. 109, 113-14 (S.D. Ga. 2003); *Farmland Indus.*, 294 B.R. at 862–79; *In re Lyondell Chem. Co.*, Case No. 09-10023 (Bankr. S.D.N.Y. March 5, 2009); *Barbara K. Enters.*, 2008 WL 2439649 at *10. Here, the relief requested pursuant to section 364(d)(1) of the Bankruptcy Code is appropriate.

D. The Liens Granted Under the DIP Facility Further Reflect a Sound Exercise of the Debtors' Business Judgment

47. The Debtors believe that, after extensive arm's-length negotiations with the DIP Lenders, the DIP Documents reflect the most favorable terms on which the Debtors are currently able to obtain postpetition financing and that they could not obtain financing without granting the liens in the priority described herein. Accordingly, because the Debtors' judgment does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code, the Court should grant the Debtors considerable deference in acting in accordance with its business judgment and approve the liens required by the DIP Facility. *See*, *e.g.*, *In re Ames Dept. Stores, Inc.*, 115 B.R. at 40 (courts have discretion under Bankruptcy Code section 364 to permit debtors to exercise reasonable business judgment so long as (a) the terms of the financing agreement do not "leverage the bankruptcy process and powers" and (b) the financing agreement's purpose is primarily to benefit the estate, and not a party in interest).

E. The Roll Up DIP Loans Are Necessary and Appropriate

48. As set forth herein, the Roll Up DIP Loans contemplate refinancing the Prepetition Obligations outstanding as of the Petition Date. Specifically, the Roll Up DIP Loans roll up, on a $2.00 to $1.00 basis, up to an amount not to exceed $3,600,000 of the Prepetition Obligations held

by the DIP Lenders upon entry of the Interim Order. The Roll Up occurs as the DIP Lenders fund the New Money DIP Loans on a cashless "roll as you fund" basis.

49. The DIP Lenders made it evident in their negotiations with the Debtors that the inclusion of roll-up loans was a required part of any DIP Facility. Given the thorough negotiations with the DIP Lenders and the Debtors' assessment, along with Traverse, that they were unlikely to find better currently available alternatives given the circumstances, agreeing to the Roll Up DIP Loans was a reasonable exercise of the Debtors' business judgment. First Day Decl. ¶ 49-50. Moreover, the Roll Up DIP Loans are subject to challenge during the Challenge Period and are, therefore, not prejudicial to the rights of creditors in these Chapter 11 Cases.

50. Courts in this jurisdiction have approved similar features in debtor-in-possession financing packages, including on an interim basis. *See*, *e.g.*, *In re BioXcel Therapeutics, Inc.,* No. 26-11360 (TMH) (Bankr. D. Del. Aug. 31, 2026) (interim order authorizing $9.5 million new money loans and $29.75 million in roll-up loans); *In re American Signature, Inc., et al.*, No. 25-12105 (JKS) (Bankr. D. Del. Jan 8, 2026) (authorizing a $50 million DIP facility, including a $39 million roll-up of prepetition secured obligations); *In re Synthego Corporation,* Case No. 25-10823 (MFW) (Bankr. D. Del. May 9, 2025) (interim order authorizing $5 million new money loans and $10 million in roll-up loans); *In re Molecular Templates, Inc.*, Case No. 25-10739 (BLS) (Bankr. D. Del. April 28, 2025) (authorizing an approximately $12 million DIP facility, including a $9 million roll-up of the prepetition secured obligations); *In re Sientra, Inc.*, Case No. 24-10245 (JTD) (Bankr. D. Del. Feb. 14, 2024) (interim order authorizing $22 million new money loans and $35 million in roll-up loans); *In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. Jul. 31, 2023) (authorizing an approximately $63 million DIP Facility, including an approximately $43 million roll-up); *In re SiO2 Medical Prods., Inc.*, No. 23-10366 (JTD) (Bankr. D. Del. Apr. 26,

2023) (authorizing an approximately $120 million DIP facility, including a $60 million roll-up); *In re OSG Group Holdings, Inc.*, No 22-10718 (JTD) (Bankr. D. Del. Aug. 9, 2022) (authorizing an approximately $25 million DIP facility including a $10.7 million roll-up).

51. For the Debtors to obtain the benefits of the DIP Facility, the Debtors and the DIP Lenders agreed to the terms of the DIP Roll-up Loans as incorporated into the DIP Facility. The DIP Lenders would not otherwise extend credit to the Debtors without such roll-up provisions. Accordingly, the proposed roll-up is an appropriate exercise of the Debtors' business judgment and should be approved.

II. The Debtors Should Be Authorized to Use Postpetition Collateral, Including Cash Collateral

52. Section 363 of the Bankruptcy Code governs the Debtors' use of Cash Collateral. Under section 363(c)(2), a debtor may not use cash collateral unless "(A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes the use, sale or lease in accordance with the provisions of this section." 11 U.S.C. § 363(c)(2).

53. Here, the Debtors seek authority to use the Cash Collateral pursuant to the Budget and have sought approval of various forms of adequate protection in favor of the Prepetition Secured Parties, including adequate protection liens and superpriority claims to the extent of any diminution and reimbursement of reasonable professional fees incurred by the Prepetition Secured Parties. Importantly, the DIP Lenders and Prepetition Secured Parties consent to the use of Cash Collateral on the terms set forth in the Interim Order and Final Order.

54. The Prepetition Secured Parties' Cash Collateral will be used to sustain the Debtors' business operations, run an expedited sale process, and administer these Chapter 11 Cases, which will allow the Debtors to maximize the value of their estates. If the Debtors are unable to use Cash Collateral, they will be unable to fund payroll obligations, procure goods and

services from vendors, run the necessary sale process, or administer these Chapter 11 Cases, thereby dissipating value to the detriment of the Debtors' estates and stakeholders.

55. Accordingly, based upon the foregoing, the Debtors respectfully request that the Court authorize the Debtors' proposed use of Cash Collateral to which the Prepetition Secured Parties have consented and with respect to which the Prepetition Secured Parties are adequately protected.

III. The DIP Lenders Should Be Deemed Good Faith Lenders

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

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

11 U.S.C. § 364(e).

57. Here, the DIP Documents embody the best terms on which the Debtors could currently obtain DIP Financing under the circumstances. *See* First Day Decl. ¶ 50. All negotiations regarding the provision of the DIP Facility were conducted on an arm's-length basis. *Id.* ¶ 49. The terms and conditions of the DIP Facility are reasonable, and the proceeds of the DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code. *Id.* ¶ 50-51. Further, no consideration is being provided to any party to the DIP Facility other than as disclosed herein. Accordingly, the Court should find that the DIP Lenders are "good faith" lenders

within the meaning of section 364(e) of the Bankruptcy Code and are entitled to all of the protections afforded by that section.

IV. The Scope of the Carve-Out Is Necessary and Appropriate

58. The DIP Liens are subject to the Carve-Out (as described above). Without the Carve-Out, the Debtors and other parties-in-interest may be deprived of certain rights and powers because the services for which professionals may be paid in these Chapter 11 Cases would be restricted. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (observing that courts insist on carve-outs for professionals representing parties-in-interest because "[a]bsent such protection, the collective rights and expectations of all parties-in-interest are sorely prejudiced"). The Carve-Out does not directly or indirectly deprive the Debtors' estate or other parties-in-interest of possible rights and powers. Additionally, the Carve-Out ensures that assets will be available for the payment of fees of the Clerk of the Bankruptcy Court or the Office of the United States Trustee for the District of Delaware and professional fees of the Debtors and an unsecured creditors committee, if one is appointed. Accordingly, the Carve-Out is necessary and appropriate, and should be approved.

V. Modification of the Automatic Stay

59. By this Motion, the Debtors are requesting modification of the automatic stay (to the extent applicable) as necessary to, *inter alia*, (a) implement the terms of the Interim Order; (b) permit the Debtors to grant the security interests and liens described above and to perform such acts as may be requested to assure the perfection and priority of such security interests and liens; and (c) permit the DIP Lenders to exercise certain remedies upon the occurrence of an event of default under the DIP Documents—subject to the procedures set forth in the Interim Order. The

Debtors believe that these provisions are required for the Debtors to obtain the DIP Facility and use Cash Collateral as provided in the Interim Order.

60. Stay modification provisions of this kind are ordinary and standard terms of postpetition use of collateral by debtors in possession, and, in the Debtors' business judgment, are reasonable and necessary under the present circumstances. *See*, *e.g., In re BioXcel Therapeutics, Inc.,* No. 26-11360 (TMH) (Bankr. D. Del. Aug. 31, 2026) (modifying the automatic stay as necessary to effectuate the terms of the DIP order and DIP loan documents); *In re Freedom Forever LLC*, Case No. 26-10522 (BLS) (Bankr. D. Del. June 1, 2026) (modifying the automatic stay as necessary to effectuate the terms of the DIP order); *In re Impac Mortgage Holdings, Inc.*, Case No. 26-10593 (CTG) (Bankr. D. Del. May 20, 2026) (modifying automatic stay as necessary to effectuate the terms of the DIP order and following occurrence of an event of default); *In re Avenger Flight Group, LLC*, Case No. 26-10183-MFW (Bankr. D. Del. Mar. 11, 2026) (same); *In re SiO2 Medical Prods., Inc.*, No. 23-10366 (JTD) (Bankr. D. Del. Apr. 26, 2023) (same); *In re Enjoy Tech., Inc.*, Case No. 22-10580 (JKS) (Bankr. D. Del. July 26, 2022) (terminating automatic stay after occurrence of event of default and applicable notice).[4]

61. Accordingly, the Debtors respectfully request that the Court authorize the modification of the automatic stay in accordance with the terms set forth in the DIP Orders.

VI. Interim Approval of the DIP Facility

62. Bankruptcy Rules 4001(b) and (c) provide that a final hearing on a motion to use cash collateral pursuant to Bankruptcy Code section 363 or to obtain credit under Bankruptcy Code section 364 be commenced no earlier than 14 days after the service of such motion. Upon request,

[4] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

however, a court is empowered to conduct a preliminary expedited hearing on the motion and to authorize the use of cash collateral and the obtaining of credit to the extent necessary to avoid immediate and irreparable harm to a debtor's estate.

63. As described above and in the First Day Declaration, denial of immediate use of Cash Collateral and access to the DIP Facility will cause immediate and irreparable harm to the value of Debtors to the detriment of its creditors and other stakeholders. *See* First Day Decl. ¶ 51.

64. Accordingly, the Debtors respectfully request that the Court conduct a preliminary hearing on the Motion and authorize the Debtors from the entry of the Interim Order until the Final Hearing to use Cash Collateral and obtain credit under the terms of the DIP Term Sheet.

VII. Request for a Final Hearing

65. Pursuant to Bankruptcy Rule 4001(b)(2), the Debtors request that the Court set a date for the Final Hearing that is no later than twenty-eight (28) days after the entry of the Interim Order and fix the date and time prior to the Final Hearing for parties to file objections to the relief requested by this Motion. The Debtors also requests authority to serve a copy of the signed Interim Order, which fixes the time and date for the filing of objections, if any, to entry of the Final Order, by first class mail upon the notice parties listed below, and further requests that the Court deem service thereof sufficient notice of the hearing on the Final Order under Bankruptcy Rule 4001(c)(2).

IMMEDIATE RELIEF IS NECESSARY

66. Court may grant the relief requested in this Motion immediately if the "relief is needed to avoid immediate and irreparable harm[.]" Fed. R. Bank. P. 6003*; In re First NLC Fin. Servs., LLC*, 382 B.R. 547, 549 (Bankr. S.D. Fla. 2008). The Third Circuit has interpreted the language "immediate and irreparable harm" in the context of preliminary injunctions. In that context, the Third Circuit has instructed that irreparable harm is that which "cannot be redressed

by a legal or an equitable remedy following a trial." *Instant Air Freight Co. v. C.F. Air Freight, Inc.*, 882 F.2d 797, 801 (3d Cir. 1989). The Debtors submit that, for the reasons already set forth herein, the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

67. Accordingly, the Debtors request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[u]nless the court orders otherwise, an order authorizing the use, sale, or lease of property (other than cash collateral) is stayed for 14 days after the order is entered." Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate without interruption and to preserve value for their estates. Accordingly, the Debtors respectfully request that the Court waive the 14-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

NOTICE

68. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee; (b) the holders of the twenty (20) largest unsecured claims against the Debtors on a consolidated basis; (c) counsel to the Prepetition Secured Parties and the DIP Secured Parties; (d) CNB; (e) inKind; (f) the Internal Revenue Service; (g) the United States Attorney's Office for the District of Delaware; (h) the Delaware Secretary of State; (i) the Delaware State Treasury; (j) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (k) all other parties entitled to notice pursuant to Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

69. No prior request for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Debtors respectfully requests that the Court enter the Interim Order, and following notice and the opportunity of parties-in-interest to be heard, the Final Order, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: September 21, 2026
Wilmington, Delaware

POTTER ANDERSON & CORROON LLP

/s/ M. Blake Cleary

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Proposed Counsel for Debtors and Debtors in Possession

EXHIBIT A

Proposed Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Yardbird Group LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11479 (__) (Jointly Administered) **Re: Docket No.**

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

Upon the motion, dated September 21, 2026 (the "Motion"),[2] of Yardbird Group LLC and each of its affiliated debtors and debtors in possession (the "Debtors") in the above-captioned jointly administered chapter 11 cases (the "Chapter 11 Cases") commenced on September 21, 2026 (the "Petition Date") for interim (this "Interim Order") and final orders under sections 105(a), 361, 362, 363, 364, 503(b), 506(c) and 507(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*. (as amended, the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules"), and the Local

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Yardbird Group LLC (7139); Southern Operations, LLC (5384); Yardbird Beverly Hills, LLC (9735); Yardbird DFW, LLC (2545); Yardbird DC, LLC (2651); Yardbird Chicago, LLC (6273); Yardbird Denver LLC (8819), YB Las Vegas, LLC (4071), Yardbird DFW Management LLC (8949), Yardbird DFW Concession LLC (1952), and The Bird Singapore LLC (8264). The location of the Debtors' service address in these chapter 11 cases is 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

[2] Unless otherwise indicated herein, capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

Rules of Bankruptcy Practice and Procedures (the "Local Rules") of the United States Bankruptcy Court for the District of Delaware (this "Bankruptcy Court") seeking, among other things,

(a) authorization for the Debtors to obtain postpetition financing in connection with a debtor-in-possession financing comprising a superpriority senior secured priming term loan facility in an aggregate principal amount of up to $5,400,000 (the "DIP Facility"), which consists of (i) a new money term loan facility in an aggregate principal amount of $1,800,000 (the commitments thereunder, the "New Money DIP Commitments" and the loans advanced thereunder, the "New Money DIP Loans") to be funded by the DIP Lenders (as defined herein), and (ii) up to $3,600,000 in aggregate principal amount of deemed term loan "roll-up" postpetition financing, comprised of outstanding Initial Term Loans and Delayed Draw Term Loans under the Prepetition Credit Agreement (as defined herein) held by Prepetition Lenders that are DIP Lenders funding, directly or indirectly, through their affiliates, designees or beneficial holders, their pro rata portion of New Money DIP Loans, so as to be advanced and converted under the DIP Term Sheet on a cashless, dollar-for-dollar basis into DIP Loans on a 2-for-1 basis (i.e., for every $1 of New Money DIP Loans funded, $2 of Prepetition Obligations shall be rolled up) (such rolled-up debt, the "Roll-Up Loans" and, the Roll-Up Loans together with the New Money DIP Loans, the "DIP Loans");

(b) authorization for the Debtors (i) to enter into a *Senior Secured Superpriority Debtor-In-Possession Term Loan Facility* among the Borrower, the lenders from time to time party thereto (collectively, the "DIP Lenders"), and Brightwood Loan Services LLC as administrative agent and collateral agent (in such capacity, the "DIP Agent" and, together with the DIP Lenders, the "DIP Secured Parties") (as amended, restated or otherwise modified from time to time in accordance with the terms thereof, the "DIP Term Sheet," together with all agreements, documents, and instruments delivered or executed in connection therewith, the "DIP Documents"), which shall be on the terms set forth in **Exhibit 2** attached hereto, and (ii) to perform its respective obligations thereunder and all such other and further acts as may be necessary, appropriate, or desirable in connection with the DIP Documents;

(c) authorization for the Debtors (x) to use the proceeds of the New Money DIP Loans and the Prepetition Collateral (as defined herein), including Cash Collateral (as defined herein), in accordance with the terms hereof, including pursuant to the Budget (as defined herein) as further described herein, to pay fees and interest under the DIP Facility, to provide working capital for, and for other general corporate purposes of the Debtors, including for payment of any Adequate Protection Obligations (as defined herein), (y) upon entry of this Interim Order, to effectuate the Roll-Up Loans;

(d) the granting of adequate protection to the lenders (the "Prepetition Lenders") under that certain Credit and Guaranty Agreement, dated as of July 28, 2022 (as amended by that certain Amendment No. 1 to Credit and Guaranty Agreement, dated as of April 19, 2024, and that certain Amendment No. 2 and Waiver to Credit and

Guaranty Agreement, dated as of November 14, 2025, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Prepetition Credit Agreement" and, together with all security agreements, guarantees, pledge agreements and other agreements or instruments executed in connection therewith, each as amended, supplemented or otherwise modified, the "Prepetition Documents"), among the Company, as borrower (in such capacity, the "Prepetition Borrower"), certain subsidiaries of the Company from time to time party thereto, as guarantors (collectively, the "Guarantors", and together with the Prepetition Borrower, the "Credit Parties"), the Prepetition Lenders, and Brightwood Loan Services LLC as administrative agent and collateral agent on behalf of the Prepetition Lenders (in such capacity, the "Prepetition Agent" and, collectively with the Prepetition Lenders, the "Prepetition Secured Parties");

(e) authorization for the Debtors to pay, on a final and irrevocable basis, the principal, interest, fees, expenses, and other amounts payable under the DIP Documents as such become earned, due and payable, including, without limitation, the Closing Premium (as defined herein), the Exit Premium (as defined herein), and the reasonable fees and disbursements of the DIP Agent's and DIP Lenders' attorneys, advisors, accountants, appraisers, bankers and other consultants, all to the extent provided in, and in accordance with, the DIP Documents;

(f) the granting of valid, enforceable, non-avoidable and fully perfected first priority liens on and senior security interests in all of the property, assets and other interests in property and assets of the Debtors, in favor of the DIP Agent and the DIP Lenders, that was not subject to a valid and perfected lien on the Petition Date (such property and assets, the "Unencumbered Assets"), except as otherwise specifically provided herein, whether such property is presently owned or after-acquired, and all other "property of the estate" (within the meaning of the Bankruptcy Code) of the Debtors, of any kind or nature whatsoever, real or personal, tangible, intangible or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date, including, upon entry of the Final Order, the proceeds of Avoidance Actions (as defined herein), subject only to the Carve Out (as defined herein) and, if any, the Permitted Liens (as defined herein) on the terms and conditions set forth herein and in the DIP Documents, except that such liens on the CNB Priority Collateral shall be junior to the validly perfected prepetition liens of CNB;

(g) the granting of valid, enforceable, non-avoidable and fully perfected first priority priming liens on and senior security interests in all of the property, assets and other interests in property and assets of the Debtors, in favor of the DIP Agent and the DIP Lenders, except as otherwise specifically provided herein, whether such property is presently owned or after-acquired, and all other "property of the estate" (within the meaning of Section 541 of the Bankruptcy Code) of the Debtors, of any kind or nature whatsoever, real or personal, tangible, intangible or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date, subject only to the Carve Out and, if any, the Permitted Liens on

the terms and conditions set forth herein and in the DIP Documents; *provided* that such priming liens shall not prime and shall be junior to the validly perfected prepetition liens of CNB on the CNB Priority Collateral;

(h) the granting of valid, enforceable, non-avoidable and fully perfected liens on and junior security interests in all other property, assets and other interests in property and assets of the Debtors not made subject to first priority priming liens and senior security interests pursuant to paragraph (g) above, in favor of the DIP Agent and the DIP Lenders, except as otherwise specifically provided herein, whether such property is presently owned or after-acquired, and all other "property of the estate" (within the meaning of the Bankruptcy Code) of the Debtors, of any kind or nature whatsoever, real or personal, tangible, intangible or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date, that is subject to valid and perfected security interests in and liens on such property in favor of third parties existing on the Petition Date, subject only to the Carve Out and, if any, the Permitted Liens on the terms and conditions set forth herein and in the DIP Documents; *provided* that such liens on the CNB Priority Collateral shall be junior to the validly perfected prepetition liens of CNB;

(i) the granting of superpriority administrative expense claims against the Debtors' estates in favor of the DIP Agent and the DIP Lenders, with respect to the DIP Obligations (as defined herein) with priority over any and all administrative expenses of any kind or nature subject and subordinate only to the Carve Out on the terms and conditions set forth herein and in the DIP Documents;

(j) the waiver of the Debtors' and the Debtors' estates' right to surcharge against the Prepetition Collateral pursuant to Bankruptcy Code section 506(c), subject to entry of the Final Order (but retroactive to the Petition Date);

(k) authorization for the DIP Agent and the DIP Lenders to exercise remedies under the DIP Documents on the terms described herein upon the occurrence and during the continuance of a Termination Event (as defined herein);

(l) the modification of the automatic stay imposed pursuant to Bankruptcy Code section 362 to the extent necessary to implement and effectuate the terms of this Interim Order;

(m) pursuant to Bankruptcy Rule 4001, that an interim hearing (the "Interim Hearing") on the Motion be held before this Bankruptcy Court to consider entry of this Interim Order; and

(n) that this Bankruptcy Court schedule a final hearing (the "Final Hearing") to consider entry of a final order (the "Final Order") authorizing and approving, on a final basis, among other things, the Borrower's borrowing from the DIP Lenders under the DIP Documents up to an aggregate principal amount of $5,400,000 in New Money DIP Loans, the Roll-Up Loans, and the continued use of Cash

Collateral and granting adequate protection, in each case, as described in the Motion and set forth in the DIP Documents.

The Bankruptcy Court having considered the Motion and the First Day Declaration,[3] the evidence submitted or proffered and the arguments of counsel made at the Interim Hearing; and proper notice of the Motion and the Interim Hearing having been given and in compliance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and 9014 and the Local Rules; and the Interim Hearing to consider the relief requested in the Motion having been held and concluded; and all objections, if any, to the relief requested in the Motion and to the entry of this Interim Order having been withdrawn, resolved, or overruled by the Bankruptcy Court; and it appearing to the Bankruptcy Court that granting the relief requested is fair and reasonable and in the best interests of the Debtors, the Debtors' estates, creditors and parties in interest; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:[4]

1. *Disposition*. The Motion is GRANTED on an interim basis in accordance with the terms of this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, or settled, and all reservation of rights included therein, are hereby denied and overruled.

2. *Jurisdiction*. This Bankruptcy Court has jurisdiction over these Chapter 11 Cases commenced on the Petition Date, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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[3] *Declaration of Albert Altro in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration").

[4] Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact.

3. *Notice*. Under the circumstances, the notice given by the Debtors of, and as described in, the Motion, the relief requested therein, and the Interim Hearing constitutes proper notice thereof and complies with Bankruptcy Rules 2002, 4001(b), (c) and (d), and 9014, and no further notice of the relief sought at the Interim Hearing and the relief granted herein is necessary or required.

4. *Debtors' Stipulations*. Without prejudice to the rights of any other party, but subject to the limitations thereon contained in paragraphs 28 and 29 of this Interim Order, the Debtors represent, admit, stipulate, and agree as follows:

(a) Prepetition Stipulations.

(i) Prepetition Obligations. As of the Petition Date, the Credit Parties, without defense, counterclaim, or offset of any kind, were jointly and severally indebted and liable to the Prepetition Secured Parties under the Prepetition Documents in the aggregate amount of approximately $13,324,252.00, which consists of (x) approximately $11,215,290 in principal amounts of Initial Term Loans, plus (y) approximately $2,108,962 in principal amounts of Delayed Draw Term Loans (including Amendment No. 2 Delayed Draw Term Loans) ((x) and (y) together with all other fees, expenses, indemnities, and other amounts owing under the Prepetition Credit Agreement, the "Prepetition Obligations"). The Prepetition Obligations constitute legal, valid, binding and non-avoidable obligations against the Credit Parties and are not subject to any avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. No payments or transfers made to or for the benefit

of (or obligations incurred to or for the benefit of) the Prepetition Secured Parties by or on behalf of the Debtor prior to the Petition Date under or in connection with any of the Prepetition Documents is subject to avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind or nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.

(ii) Prepetition Liens. Pursuant to the Prepetition Documents, the Prepetition Obligations are secured by valid, binding, perfected and enforceable first priority liens on and security interests in (the "Prepetition Liens") the "Collateral" (as defined in the Prepetition Documents) (the "Prepetition Collateral"), subject only to certain Permitted Liens as permitted under the Prepetition Documents. The Prepetition Liens (i) are valid, binding, perfected, and enforceable first priority liens and security interests in the Prepetition Collateral, (ii) are not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, (iii) as of the Petition Date are subject or subordinate only to certain Permitted Liens (if any) as permitted by the terms of the Prepetition Documents, and (iv) constitute the legal, valid, and binding obligation of the Credit Parties, enforceable in accordance with the terms of the applicable Prepetition Documents.

(b) Cash Collateral. Any and all of the Debtors' cash, including cash and other amounts on deposit or maintained in any account or accounts by the Debtors, and any amounts generated by the collection of accounts receivable or other disposition of the

Prepetition Collateral existing as of the Petition Date or from time to time, and the proceeds of any of the foregoing, is the Prepetition Senior Secured Parties' cash collateral within the meaning of Bankruptcy Code section 363(a) (the "Cash Collateral").

(c) Main Street Loan Facility. Debtor Southern Operations, LLC, as borrower, is party to that certain (i) Loan and Security Agreement, dated as of August 11, 2020, with City National Bank of Florida ("CNB"), as lender, in the stated principal amount of $9,932,178.00 through the Main Street Loan Facility program (the "Main Street Loan Facility") and (ii) Amendment and Ratification of Loan and Security Agreement, dated as of April 8, 2025, effective as of August 11, 2024, with CNB, as lender, and certain Debtor-affiliates, as Guarantor(s) (the "Main Street Facility Amendment," and together with the Main Street Loan Facility, the "Main Street Loan Documents," and the amounts owing thereunder, the "Main Street Loan Obligations"); and the Main Street Loan Obligations purport to be secured by liens on the "Collateral" as defined in the Main Street Loan Documents (the "CNB Liens"). Nothing herein shall be deemed a stipulation that the Main Street Loan Obligations are valid, binding debt obligations or the CNB Liens (a) are valid, binding, properly perfected, enforceable and non-avoidable liens on and security interests in the Prepetition Collateral; or (b) are not subject to, pursuant to the Bankruptcy Code or other applicable law (foreign or domestic), avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual, or otherwise), attachment, offset, counterclaim, defense, "claims" (as defined in the Bankruptcy Code), impairment, or any other challenge of any kind by any person or entity.

(d) "CNB Priority Collateral" means all property and assets of Southern Operations, LLC, whether now owned or hereafter acquired, and all proceeds thereof.

5. *Findings Regarding the DIP Facility and Use of Cash Collateral*.

(a) Good cause has been shown for the entry of this Interim Order.

(b) As set forth in the First Day Declaration, the Debtors have an immediate need to obtain the DIP Facility and to use the Cash Collateral in each case on an interim basis, in order to, among other things: (i) permit the orderly continuation of their respective businesses; (ii) maintain business relationships with their vendors, suppliers, and other parties; (iii) make payroll and honor other obligations to employees; (iv) make capital expenditures; and (v) pay the costs of the administration of these Chapter 11 Cases and satisfy other working capital and general corporate purposes of the Debtors. The Debtors require immediate access to sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations to avoid irreparable harm by, among other things, preserving and maintaining the going concern value of the Debtors' business. The Debtors will not have sufficient sources of working capital and financing to operate their business or maintain their properties in the ordinary course of business throughout these Chapter 11 Cases without the DIP Facility and authorized use of Cash Collateral.

(c) As set forth in the First Day Declaration, the Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. Notwithstanding the existence of Unencumbered Assets, the Debtors are unable to secure adequate funding to maintain or continue operations, even on an interim basis, and the Debtors are also unable to obtain secured credit allowable under Bankruptcy Code sections 364(c)(1), 364(c)(2), and

364(c)(3) for the purposes set forth in the DIP Documents without the Debtors granting to the DIP Agent, for the benefit of itself and the DIP Lenders, subject to the Carve Out as provided for herein and the Permitted Liens (if any), the DIP Liens (as defined herein) and the DIP Superpriority Claims (as defined herein) and, subject to the Carve Out, incurring the Adequate Protection Obligations, in each case, under the terms and conditions set forth in this Interim Order and the DIP Documents. For the avoidance of doubt, the DIP Liens include liens on and security interests in the Unencumbered Assets pursuant to Bankruptcy Code section 364(c)(2).

(d) The extensions of credit under the DIP Facility, the DIP Documents, and the use of Cash Collateral are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(e) The DIP Facility has been negotiated in good faith and at arm's length among the Debtors, the DIP Agent and the DIP Lenders, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP Documents including, without limitation, all loans (including, the Roll-Up Loans) made to and guarantees issued by the Debtors pursuant to the DIP Documents and all other Obligations (as defined in the DIP Term Sheet) (collectively, the "DIP Obligations") shall be deemed to have been extended by the DIP Agent and the DIP Lenders in good faith as that term is used in Bankruptcy Code section 364(e) and in express reliance upon the protections offered by Bankruptcy Code section 364(e) and the terms of this Interim Order. The DIP Obligations, the DIP Liens and the DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e).

(f) Subject to entry of the Interim Order and Final Order (as applicable), the Roll-Up Loans as provided for under the DIP Facility are appropriate and the DIP Lenders would not be willing to provide the New Money DIP Loans or extend credit to the Debtor thereunder without the inclusion of the Roll-Up Loans within the DIP Facility. Subject to the rights and limitations as set forth in paragraphs 28 and 29 of this Interim Order, the Roll-Up Loans shall be funded on a 2-for-1 basis (i.e., for every $1 of New Money DIP Loans funded, $2 of Prepetition Obligations shall be rolled up).

(g) The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and the Local Rules. For the reasons set forth in the Motion, the declarations filed in support of the Motion, and the record presented to the Bankruptcy Court at the Interim Hearing, absent granting the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Facility and authorization of the use of the Prepetition Collateral (including the Cash Collateral) in accordance with this Interim Order and the DIP Documents are, therefore, in the best interests of the Debtors' estates and are consistent with the Debtors' fiduciary duties.

6. *Authorization of the DIP Facility and the DIP Documents*.

(a) The Debtors are hereby expressly authorized and empowered to execute and deliver the DIP Documents (if any) and, upon entry of the Interim Order, to perform their obligations under the DIP Documents, including the DIP Term Sheet.

(b) Upon entry of this Interim Order, the Borrower is hereby authorized to borrow borrowings up to an aggregate principal amount of $1,000,000 in New Money DIP Loans (plus an amount equal to the Closing Premium, plus interest, fees, indemnities, and

other obligations provided for in the DIP Term Sheet), together with up to $2,000,000 in Roll-Up Loans, subject to and in accordance with this Interim Order and the DIP Documents.

(c) Upon the entry of this Interim Order, subject to the rights and limitations set forth in paragraphs 28 and 29 of this Interim Order, the Debtors are authorized to roll up and convert into DIP Obligations the Roll-Up Loans on a 2-for-1 basis in accordance with the DIP Term Sheet.

(d) Proceeds of the New Money DIP Loans and Cash Collateral shall be used solely for the purposes permitted under the DIP Term Sheet and this Interim Order and in accordance with the Budget, the DIP Documents, and this Interim Order.

(e) In furtherance of the foregoing and without further approval of this Bankruptcy Court, the Debtors are authorized, and the automatic stay imposed by Bankruptcy Code section 362 is hereby lifted to the extent necessary and applicable, to perform all acts and to make, execute and deliver all instruments and documents (including, without limitation, the DIP Term Sheet and any collateral documents contemplated thereby), and to pay all fees, expenses, indemnities, and other amounts contemplated thereby or that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility including, without limitation:

(i) the execution and delivery of the DIP Documents (if any) and any collateral documents contemplated thereby and the performance of the DIP Documents, including, without limitation, the DIP Term Sheet;

(ii) the execution, delivery and performance of one or more amendments, waivers, consents or other modifications to and under the DIP

Documents (in each case, in accordance with the terms of the DIP Documents and in such form as the Debtor, the DIP Agent and the Required DIP Lenders (as defined in the DIP Term Sheet) may agree), it being understood that no further approval of the Bankruptcy Court shall be required for any amendments, waivers, consents or other modifications to and under the DIP Documents or the Budget, except that any modifications or amendments to the DIP Documents that shorten the maturity thereof or increase the aggregate commitments thereunder, the rate of interest payable with respect thereto, or effect any other material amendments shall be on notice and subject to a hearing and Bankruptcy Court approval, as necessary;

(iii) the non-refundable and, upon entry of this Interim Order, irrevocable payment to each of the DIP Lenders and the DIP Agent of the fees referred to in the DIP Documents (which fees, in each case, shall be, and shall be deemed to have been, approved upon entry of this Interim Order, and which fees shall not be subject to any challenge, contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise) and any amounts due (or that may become due) in respect of any indemnification obligations under the DIP Documents, including:

- a closing premium of 2.00% of the New Money DIP Loans (the "Closing Premium"), which shall be paid in kind on the Closing Date (as defined in the DIP Term Sheet);

- subject to entry of the Final Order, an exit premium of 2.00% of the DIP Loans (the "Exit Premium"), which fee shall be paid in cash on the Maturity Date (as defined under the DIP Term Sheet); *provided* that the Exit Premium shall not be due and owing in the event the

DIP Lenders acquire substantially all, or a portion of, the Debtors' assets in connection with the credit bid.

(iv) make the payments on account of the Adequate Protection Obligations provided for in this Interim Order; and

(v) the performance of all other acts required under or in connection with the DIP Documents.

(f) Upon the Closing Date (as defined in the DIP Term Sheet) and the other DIP Documents, such DIP Documents shall constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against the Debtors thereto in accordance with their respective terms and the terms of this Interim Order for all purposes during these Chapter 11 Cases, any subsequently converted case of the Debtors to a case under chapter 7 of the Bankruptcy Code, or after the dismissal of any case. No obligation, payment, transfer, or grant of security under the DIP Term Sheet, the other DIP Documents or this Interim Order shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable law (including without limitation, under Bankruptcy Code sections 502(d), 548 or 549 or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transaction Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment or counterclaim.

7. *DIP Budget*.

(a) Except as otherwise provided herein or in the DIP Documents, the Debtors may only use Cash Collateral and the proceeds of the DIP Facility in accordance with a projected statement of sources and uses of cash for the Debtors for the 13 calendar weeks (but not any preceding weeks), broken down by week, including anticipated receipts and disbursements for such period, attached hereto as **Exhibit 1** (as may be amended, replaced,

supplemented or otherwise modified in accordance with the terms of this Interim Order and the DIP Documents, the "Budget"), subject to Permitted Variances (as defined below), including without limitation for: (A) working capital requirements; (B) general corporate purposes; and (C) the costs and expenses (including making payments on account of the Adequate Protection Obligations hereunder and payment of the allowed fees and expenses of professionals retained by the Debtors' estates) of administering these Chapter 11 Cases (including payments under the Carve Out as provided herein). On the Friday of every fourth week, commencing on [•], the Borrower shall deliver to the DIP Agent, an updated Budget, in each case, substantially in the form attached hereto as **Exhibit 1** (with only such changes thereto as the Required DIP Lenders shall agree in writing in their sole discretion) or is otherwise in form and substance satisfactory to the Required DIP Lenders in their sole discretion. If the Debtors and the Required DIP Lenders cannot agree on an updated Budget, the then-current Budget shall remain in effect unless and until a new Budget is agreed to by the Required DIP Lenders in writing.

(b) On the Wednesday of each calendar week, commencing with the second full week following the Petition Date, the Borrower shall deliver to the DIP Agent, a variance report in form acceptable to the DIP Lenders in their sole discretion (each, a "Variance Report"), setting forth (i) the Debtors' expenditures and disbursements on a line-by-line basis (including, for the avoidance of doubt, Professional Fees) consistent with the Budget during the immediately preceding calendar week ending on Sunday compared to the projected expenditures and disbursements on a line by line basis (including, for the avoidance of doubt, Professional Fees) set forth in the Budget for such Variance Testing Period (as defined below) and (ii) the variance in dollar amounts of the actual expenditures

and disbursements (excluding all fees due and payable pursuant to 28 U.S.C. § 1930(a) plus any interest due and payable under 31 U.S.C. § 3717) for each weekly period ending on Sunday from those reflected for the corresponding period in the Budget (such comparison, the "Variance"). Following the Closing Date (as defined under the DIP Term Sheet), it shall be an Event of Default under the DIP Documents if, during any Variance Testing Period, the Variance from the then-current Budget shall exceed the Permitted Variance. For purposes hereof, "Permitted Variance" means a Variance that is not more than 15% above the total aggregate amount of the actual disbursements across all line items (including Professional Fees) (the "Operating Disbursements") during any Variance Testing Period against the projected Operating Disbursements in the Budget for such Variance Testing Period, *provided however*, food and liquor disbursements may be adjusted on a pro forma basis based on the correlation to revenue and cash receipts in an amount not to exceed 20%. For purposes hereof, "Variance Testing Period" means, starting the second full week following the Petition Date the two-week period ending on the second Sunday thereafter and each week thereafter the subsequent two-week period ending on each Sunday until the recast budget is approved.

(c) The consent of the DIP Lenders to any Budget shall not be construed as consent to the use of any Cash Collateral or New Money DIP Loans after the occurrence of an Event of Default (as defined in the DIP Term Sheet), regardless of whether the aggregate funds shown on any Budget have been expended.

8. *Milestones*. Subject to entry of the Final Order, the Debtors shall comply with the following milestones (the "Milestones"), and the failure to timely comply (unless waived or extended by the Required DIP Lenders) shall constitute an Event of Default:

(a) no later than the Petition Date, the Debtors shall file a motion to approve bidding procedures for the sale of all, substantially all, or a portion of the Debtors' assets (the "Bidding Procedures Motion"), which Bidding Procedures Motion shall also seek approval of a stalking horse bid by the DIP Lenders or their designee (the "Stalking Horse Bid") pursuant to an asset purchase agreement in form and substance acceptable to the Required DIP Lenders (the "Stalking Horse APA");

(b) no later than 3 business days after the Petition Date, the Bankruptcy Court shall have entered the Interim Order;

(c) no later than 18 calendar days after the Petition Date, the Bankruptcy Court shall have entered an order with respect to the Bidding Procedures (the "Bidding Procedures Order");

(d) no later than 30 calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final Order;

(e) no later than 37 calendar days after the Petition Date, the deadline for the submission of qualified bids (the "Bid Deadline") shall have occurred pursuant to the terms of the Bidding Procedures;

(f) no later than 45 calendar days after the Petition Date, an auction (if any) (the "Auction") shall have commenced pursuant to the terms of the Bidding Procedures;

(g) no later than 50 calendar days after the Petition Date, subject to Bankruptcy Court availability, a hearing approving one or more sales of all, substantially all, or a portion of the Debtors' assets (collectively, the "Sale") shall have occurred (the "Sale Hearing"); and

(h) no later than 53 calendar days after the Petition Date, the sale approved at the Sale Hearing shall have closed.

9. *Reporting Requirements/Access to Records*. The Debtors shall provide the DIP Lenders with all reporting and other information required to be provided to the DIP Agent under the DIP Documents. In addition to, and without limiting, whatever rights to access the DIP Agent and the DIP Lenders have under the DIP Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall permit representatives, agents, and employees of the DIP Agent and the DIP Lenders to: (i) have access to and inspect the Debtors' assets; (ii) examine the Debtors' books and records; and (iii) discuss the Debtors' affairs, finances, and condition with the Debtors' officers and relevant financial advisors; *provided* that nothing in this paragraph 10 or otherwise (x) shall require the Debtors or their advisors to furnish to, or discuss with, the DIP Agent and the DIP Lenders any materials (whether prepared by the Debtors' financial advisors or legal advisors or otherwise) or other information subject to any attorney-client or other privilege or confidentiality obligations or (y) shall be construed to obligate any of the aforementioned advisors to disclose any information or to otherwise take or refrain from taking any action, absent an express contractual requirement to do so.

10. *DIP Superpriority Claims*. Pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Obligations shall constitute allowed senior administrative expense claims of the DIP Agent and the DIP Lenders, against the Debtors' estates (the "DIP Superpriority Claims"), without the need to file any proof of claim or request for payment of administrative expenses, with priority over any and all administrative expenses, adequate protection claims, diminution claims and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code

sections 503(b) and 507(b), and over any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c) (with respect to the Roll-Up Loans, subject to entry of the Final Order), 507(a), 507(b), 726, 1113, or 1114 or otherwise, 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 shall for the purposes of Bankruptcy Code section 1129(a)(9)(A) be considered administrative expenses allowed under Bankruptcy Code section 503(b) and which shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including, upon entry of the Final Order, the proceeds of any claims or causes of action arising under chapter 5 of the Bankruptcy Code (the "Avoidance Actions" and any proceeds thereof, the "Avoidance Proceeds"), subject only to the payment of the Carve Out to the extent specifically provided for herein; *provided* that the DIP Superpriority Claims shall be junior to any administrative expense claims of CNB with respect to the CNB Priority Collateral. Except as set forth in, or permitted by, this Interim Order, it shall be a Termination Event for any other superpriority claims to be granted or allowed in these Chapter 11 Cases.

11. *DIP Liens*. As security for the DIP Obligations, the following security interests and liens are hereby granted by the Debtors to the DIP Agent, for the benefit of the DIP Agent and the DIP Lenders (all property identified in clauses (a), (b) and (c) below being collectively referred to as the "DIP Collateral"), subject only to the payment of the Carve Out to the extent specifically provided for herein and the Permitted Liens (if any) (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Agent and the DIP Lenders, pursuant to this Interim Order and the DIP Documents, the "DIP Liens"). Other than as set forth herein for Avoidance Actions and Avoidance Proceeds, the DIP Liens shall be effective and automatically perfected

upon the date of this Interim Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the DIP Agent or any DIP Lender of, or over, any DIP Collateral (as defined herein):

(a) First Lien on Unencumbered Property. Pursuant to Bankruptcy Code section 364(c)(2), a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all prepetition and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)), including, without limitation, any unencumbered cash of the Debtors (whether maintained with the DIP Agent or otherwise) and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims (including, without limitation, any commercial tort claims against directors and officers of the Debtors), securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding capital stock of the Debtors, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, money, investment property, causes of action (excluding Avoidance Actions

but including, upon entry of the Final Order, the Avoidance Proceeds), and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits and supporting obligations of any of the collateral described above, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located; *provided* that with respect to the CNB Priority Collateral, the DIP Liens shall be junior to the validly perfected prepetition liens held by CNB.

(b) Liens Priming the Prepetition Liens. Pursuant to Bankruptcy Code section 364(d)(1), a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all prepetition and postpetition property of the Debtors including, without limitation, the Prepetition Collateral, Cash Collateral, and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims (including, without limitation, any commercial tort claims against directors and officers of the Debtors), securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding capital stock of the Debtors, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, money, investment property, causes of action, and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits and supporting obligations of any of the collateral

described above, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located, that is subject to any of the Prepetition Liens securing the Prepetition Obligations; *provided* that the DIP Liens on the CNB Priority Collateral shall not prime, and shall be junior in all respects to, the validly perfected prepetition liens of CNB on the CNB Priority Collateral.

(c) Liens Junior to Certain Other Liens. Pursuant to Bankruptcy Code section 364(c)(3), a valid, binding, continuing, enforceable, fully-perfected security interest in and lien upon all prepetition and postpetition property of the Debtors (other than the property described in clauses (a) or (b) of this paragraph 12, as to which the liens and security interests in favor of the DIP Agent will be as described in such clauses), whether now existing or hereafter acquired, that is subject to valid, perfected and unavoidable liens in existence immediately prior to the Petition Date, if any, that are senior to the liens securing the Prepetition Obligations or to valid and unavoidable liens in existence immediately prior to the Petition Date, if any, that are perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b) that are senior to the liens securing the Prepetition Obligations, which security interests and liens in favor of the DIP Agent and the DIP Lenders are junior only to such valid, perfected and unavoidable liens (collectively, the "Permitted Liens"); *provided* that the DIP Liens on the CNB Priority Collateral shall be junior to the validly perfected prepetition liens of CNB.

(d) Subordination to CNB on CNB Priority Collateral. Notwithstanding anything to the contrary in this Interim Order, the DIP Documents, or the Prepetition Documents: (a) the DIP Liens and the Prepetition Liens shall at all times be junior and subordinate to any validly perfected prepetition liens held by CNB on the CNB Priority

Collateral; (b) the DIP Superpriority Claims and the Adequate Protection Superpriority Claims shall be junior to any administrative expense claims of CNB with respect to the CNB Priority Collateral; and (c) the priming liens granted pursuant to Bankruptcy Code section 364(d) shall not prime the liens of CNB on the CNB Priority Collateral.

12. *Carve Out*.

(a) Carve Out. As used in this Interim Order, the "Carve Out" means an amount equal to the sum of (i) all fees required to be paid to the clerk of the Bankruptcy Court under section 156(c) of title 28 of the United States Code and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the applicable statutory rate (without regard to the notice set forth in (iii) below) (collectively, the "Statutory Fees"), which Statutory Fees shall not be subject to any budget; (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (including without limitation any restructuring, sale, success, or other transaction fee allowed, earned and payable by the Debtors as of the date any Carve-Out Trigger Notice (as defined below) is received) (collectively "Allowed Professional Fees") incurred at any time before or on the first (1st) business day following delivery by the DIP Agent of the Carve-Out Trigger Notice, whether allowed by the Bankruptcy Court prior to or after delivery by the DIP Agent of a Carve-Out Trigger Notice, incurred by (A) persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (collectively, the "Debtor Professionals"), *provided*, *however*, that the amounts in this clause (A), as it relates to those Debtor Professionals reporting accrued fees and expenses

in the Carve-Out Report, shall be limited to the sum of (1) an aggregate amount not to exceed 115% of the Professional Fees (as defined below) included in the Carve-Out Report delivered to the DIP Agent immediately prior to the delivery of the Carve-Out Trigger Notice (such Carve-Out Report, the "Final Carve-Out Report"), *provided*, *however*, any Professional Fees on account of any earned restructuring, sale, success, or other transaction fee, shall not exceed 100% of such fee, and (2) the Debtor Professionals' actual fees and expenses incurred between the date of the Final Carve-Out Report and the Trigger Cap Date (as defined below) as shall be reported to the DIP Agent no later than three (3) business days after the Trigger Cap Date (the amounts set forth in this clause (A), the "Debtor Pre-Trigger Notice Cap"), and (B) persons or firms retained by any statutory committee of unsecured creditors appointed in these Chapter 11 Cases (the "Creditors Committee") pursuant to sections 327, 328, or 1103 of the Bankruptcy Code (collectively, the "Committee Professionals" and together with the Debtor Professionals, the "Professional Persons"), *provided*, *however*, the amounts in this clause (B) shall be limited solely to the amount set forth in the Budget for the Committee Professionals for the period prior to the delivery of the Carve-Out Trigger Notice, without giving effect to any Permitted Variance (the amounts set forth in this clause (B) the "Committee Pre-Carve-Out Trigger Notice Cap" and, together with the Debtor Pre-Trigger Notice Cap, the "Pre-Trigger Notice Cap"). For the avoidance of doubt, the maximum aggregate Committee Pre-Carve-Out Trigger Notice Cap shall not exceed the cumulative amount set forth in the Budget, without giving effect to any Permitted Variance, for the Committee Professionals incurred from the Petition Date to the date before the first (1st) business day following the date on which the Carve-Out Trigger Notice is sent. Within three (3) business days of the

receipt of a Carve-Out Trigger Notice, each Committee Professional shall provide its reasonable, good-faith estimate of the amount of its fees and expenses to be included in the Committee Pre-Carve-Out Trigger Notice Cap; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $200,000 incurred after the first (1st) business day following delivery by the DIP Agent of the Carve-Out Trigger Notice (such date the "Trigger Cap Date"), to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve-Out Trigger Notice Cap"). For purposes of the foregoing, the "Carve-Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Agent (at the direction of the Required DIP Lenders) to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Creditors Committee (if any), providing that a Termination Event has occurred and stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(b) Funded Reserve Amount. The Debtors shall be authorized and permitted to establish and maintain a separate segregated account, to be held for the benefit of the Professional Persons and fund such account on a weekly basis the amount of the professional fees for the prior week set forth in the Budget (the "Funded Reserve Account"), to satisfy the Carve-Out. The Funded Reserve Account shall be funded on a weekly basis (starting on the Closing Date (as defined under the DIP Term Sheet) and then on the first business day of each week thereafter and ending on the date upon which a Carve-Out Trigger Notice is delivered) with the amount for Professional Persons set forth in the Budget for that week. After the delivery of a Carve-Out Trigger Notice, notwithstanding anything herein to the contrary, the Debtors shall be authorized to deposit

cash on hand into the Funded Reserve Account up to the amount of the sum of the Pre-Carve-Out Trigger Notice Cap and the Post-Carve-Out Trigger Notice Cap. The funds on deposit in the Funded Reserve Account shall be the sole source available to satisfy the obligations benefiting from the Carve-Out. The Debtors shall disburse funds on deposit in the Funded Reserve Account to satisfy the obligations benefiting from the Carve-Out, and shall be permitted to make such disbursement at any time, including following delivery of a Carve-Out Trigger Notice.

(c) Application of Funded Reserve Account. All funds in the Funded Reserve Account shall be used to pay the obligations set forth in the Carve Out, until paid in full, and then, to the extent the Funded Reserve Account has not been reduced to zero, as follows: (1) first, to the DIP Agent for the benefit of the DIP Secured Parties, in accordance with the DIP Term Sheet, until the DIP Facility is paid in full; and (2) second, to the Prepetition Agent, for the benefit of the Prepetition Senior Secured Parties, in accordance with the Prepetition Documents. Notwithstanding anything to the contrary in the DIP Documents, this Interim Order, or the Final Order, following delivery of a Carve Out Trigger Notice, the DIP Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtor until the Funded Reserve Account has been fully funded, but shall have DIP Liens and DIP Superpriority Claims in any residual interest in the funds constituting the Funded Reserve Account, with any excess paid to the DIP Agent for application in accordance with the DIP Term Sheet. Further, notwithstanding anything to the contrary in this Interim Order or the Final Order, (i) the failure of the Funded Reserve Account to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (ii) in no way shall the

Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Funded Reserve Account or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order, the DIP Facility, or any Prepetition Documents, the Carve Out shall be senior to the DIP Superpriority Claims, the DIP Liens, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations, or the Prepetition Obligations.

(d) Reduction for Unused Retainers. During the time when a Carve-Out Trigger Notice is outstanding, and provided the portion of the Funded Reserve applicable to such Professional Person when combined with such Professional Person's retainer provides for payment in full of such Professional Persons fees and expenses, each Professional Person must apply any unused retainers held by or on behalf of such Professional Person as of the date the Carve-Out Trigger Notice is issued to satisfy its Allowed Professional Fees prior to receiving payment from the Debtors (including payment through the Funded Reserve Account) for its Allowed Professional Fees; *provided*, *further*, that each Professional Person, prior to receiving payment from the Debtors (including payment through the Funded Reserve Account) on account of such Professional Person's final fee application must apply any unused retainers held by or on behalf of such Professional Person as of such date; *provided*, *however*, that nothing in this paragraph shall be read to prohibit the use of retainers held by any Professional Person to satisfy professional fees or expenses incurred prior to the Petition Date and such use shall not in any way alter, reduce, or otherwise modify the obligations of the Debtors to pay all Allowed Professional Fees.

(e) Carve Out Procedure. The Debtors must, contemporaneous with the delivery of each Variance Report, provide to DIP Agent a written report (each, a "Carve Out Report"), in which the Debtors disclose their then current accrued aggregate amount of unpaid professional fees, transaction costs, and expenses accrued or incurred by the Debtor Professionals through the date of the Carve Out Report (the "Professional Fees").

(f) Reservation of Rights. Nothing herein may be construed as consent by the DIP Agent, the DIP Lenders, or the Prepetition Senior Secured Parties to the allowance of any fees, costs, or expenses of the Professional Persons or will affect the right of DIP Agent, the DIP Lenders, the Prepetition Senior Secured Parties to object to the allowance and payment of any such fees, costs, or expenses, or the right of the DIP Agent, the DIP Lenders, the Prepetition Senior Secured Parties to the return of any portion of the Carve Out that is funded with respect to fees, costs, and expenses for a Professional Person that are approved on an interim basis, but that are later denied on a final basis.

(g) No Direct Obligation to Pay Allowed Professional Fees. Subject to the Carve Out, neither the DIP Agent, the DIP Lenders, nor the Prepetition Senior Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with these Chapter 11 Cases or any successor case under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agent, the DIP Lenders, nor the Prepetition Senior Secured Parties, nor the Debtors, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

13. *Limitation on Charging Expenses Against Collateral*. Subject to entry of the Final Order (but retroactive to the Petition Date), no expenses of administration of these Chapter 11 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 Prepetition Collateral or the DIP Collateral (except to the extent of the Carve Out), the DIP Agent, the DIP Lenders, or the Prepetition Senior Secured Parties pursuant to Bankruptcy Code sections 105(a) or 506(c) or any similar principle of law or equity, without the prior written consent of the DIP Agent, the DIP Lenders, or the Prepetition Senior Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent, the DIP Lenders, or the Prepetition Senior Secured Parties.

14. *No Marshaling/Application of Proceeds*. Subject to entry of the Final Order (but retroactive to the Petition Date), the DIP Agent and the Prepetition Agent shall be entitled to apply the payments or proceeds of the DIP Collateral and the Prepetition Collateral in accordance with the provisions of this Interim Order or the Final Order, as applicable, the DIP Documents or the Prepetition Documents, each as applicable, and in no event shall the DIP Agent, the DIP Lenders, or any of the Prepetition Senior Secured Parties, be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or Prepetition Collateral; *provided* that nothing in this paragraph shall impair or modify the senior position of CNB's liens on the CNB Priority Collateral.

15. *Equities of the Case*. Subject to entry of the Final Order (but retroactive to the Petition Date), (i) the DIP Agent, the DIP Lenders, and the Prepetition Senior Secured Parties shall be entitled to all of the rights and benefits of Bankruptcy Code section 552(b) and (ii) the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to such parties with

respect to the proceeds, products, offspring or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable.

16. *Use of Cash Collateral*. The Debtors are hereby authorized to use all Cash Collateral solely in accordance with this Interim Order, the DIP Documents and the Budget, including, without limitation, to make payments on account of the Adequate Protection Obligations provided for in this Interim Order, from the date of this Interim Order through and including the date of the Final Hearing. Except on the terms and conditions of this Interim Order, the Debtors shall be prohibited from at any time using the Cash Collateral.

17. *Adequate Protection for the Prepetition Senior Secured Parties*. Subject only to the Carve Out and the terms of this Interim Order, including, without limitation, the rights and limitations set forth in paragraphs 28 and 29 of this Interim Order, pursuant to Bankruptcy Code sections 361, 363(e), and 364, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), for and equal in amount to the aggregate postpetition diminution in value of such interests (each such diminution, a "Diminution in Value"), resulting from the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the Debtors' sale, lease or use of the Prepetition Collateral (including Cash Collateral), the imposition of the automatic stay, and/or any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition Senior Secured Parties are hereby granted the following (collectively, the "Adequate Protection Obligations"):

(a) Adequate Protection Liens. Subject and subordinate to the Carve Out in all respects, as security for and solely to the extent of any Diminution in Value, additional and replacement valid, binding, enforceable, non-avoidable, and effective and automatically

perfected postpetition security interests in, and liens on, as of the date of this Interim Order (the "Adequate Protection Liens"), without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, all DIP Collateral (including subject to entry of the Final Order, Avoidance Proceeds). Notwithstanding the foregoing, the Adequate Protection Liens shall at all times be junior and subordinate to any validly perfected prepetition liens held by CNB on the CNB Priority Collateral. Subject to the terms of this Interim Order, the Adequate Protection Liens shall be subordinate only to the (A) Carve Out, (B) the DIP Liens, and (C) the Permitted Liens (if any). The Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, the Prepetition Liens and any lien or security interest that is avoided and preserved for the benefit of the Debtors and the Debtors' estates under section 551 of the Bankruptcy Code).

(b) Adequate Protection Superpriority Claim. Subject and subordinate to the Carve Out in all respects, as further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, an allowed administrative expense claim in these Chapter 11 Cases to the extent of any Diminution in Value ahead of and senior to any and all other administrative expense claims in such Chapter 11 Cases, except the Carve Out and the DIP Superpriority Claims (the "Adequate Protection Superpriority Claim"). The Adequate Protection Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the DIP Loan Parties and all proceeds thereof (including subject to entry of the Final Order, Avoidance Proceeds).

Subject to the Carve Out and the DIP Superpriority Claims in all respects, the Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(b), 546(d), 1113, and 1114 of the Bankruptcy Code. The Prepetition Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Adequate Protection Superpriority Claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations have been indefeasibly paid in full, in cash, or satisfied in a manner otherwise agreed to by the DIP Agent and the Required DIP Lenders, in each case as provided in the DIP Documents.

(c) Fees and Expenses. As further adequate protection, the Debtors are authorized and directed to pay, without further Bankruptcy Court order, reasonable and documented fees and expenses (the "Adequate Protection Fees") of the Prepetition Secured Parties, including, without limitation, the reasonable and documented fees and expenses of Winston Taylor LLP and Cole Schotz P.C., counsel to the Prepetition Lenders; *provided*, *however*, that copies of all invoices reflecting the Adequate Protection Fees shall be served by email on the Debtor, the U.S. Trustee, and counsel to the Creditors Committee (if any) (collectively the "Fee Notice Parties"), who shall have ten (10) business days to review and to assert any objections thereto. Such invoices shall include a general description of the nature of the matters worked on, a list of professionals who worked on the matter, their hourly rate (if such professionals bill at an hourly rate), the number of hours each professional billed and, with respect to the invoices of law firms, the year of law school

graduation for each attorney; *provided, however*, that the U.S. Trustee reserves the right to seek copies of invoices containing the detailed time entries of any professional. The U.S. Trustee reserves his right to seek to obtain unredacted copies of such invoices. Any expenses sought to be reimbursed shall be specified and broken out by type of expense. The provision of such invoices shall not constitute a waiver of the attorney-client privilege or any benefits of the attorney work product doctrine. If no objection to the payment of the Adequate Protection Fees is made in writing by the Fee Notice Parties within ten (10) calendar days after delivery of such invoices, then, without further order of, or application to, the Court or notice to any other party, such Adequate Protection Fees shall be promptly paid by the Debtor. If an objection is made by any of the Fee Notice Parties within the ten-day objection period to the payment of the Adequate Protection Fees, then the disputed portion of such Adequate Protection Fees shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court, and the undisputed portion shall be promptly paid by the Debtor.

18. *Section 507(b) Reservation*. Nothing herein shall impair or modify the application of Bankruptcy Code section 507(b) in the event that the adequate protection provided to the Prepetition Senior Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during these Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Bankruptcy Court, or an acknowledgment by any of the Prepetition Senior Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition Senior Secured Parties against any diminution in value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

19. *Insurance*. At all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date. Upon entry of this Interim Order, the DIP Agent shall be, and shall be deemed to be, without any further action or notice, named as additional insured and lender's loss payee on each insurance policy maintained by the Debtors which in any way relates to the DIP Collateral.

20. *Reservation of Rights of the DIP Agent, DIP Lenders, and Prepetition Senior Secured Parties*. Notwithstanding any other provision in this Interim Order to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition Senior Secured Parties to seek any other or supplemental relief in respect of the Debtors, including the right to seek additional adequate protection; *however*, any such further or different adequate protection shall at all times be subordinate and junior to the claims and liens of the DIP Agent and the DIP Lenders granted under this Interim Order and the DIP Documents; (b) any of the rights of the DIP Agent, the DIP Lenders, or the Prepetition Senior Secured Parties under the Bankruptcy Code or under non-bankruptcy law; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Agent, the DIP Lenders, or the Prepetition Senior Secured Parties. The delay in or failure of the DIP Agent, the DIP Lenders and/or the Prepetition Senior Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Agent's, the DIP Lenders' or the Prepetition Senior Secured Parties' rights and remedies.

21. *Termination Event*. Subject to paragraph 22, the Debtors' authorization to use Cash Collateral and the proceeds of the DIP Facility pursuant to this Interim Order shall automatically

terminate, and the DIP Obligations shall become due and payable, without further notice or action by the Bankruptcy Court following the earliest to occur of any of the following (each a "Termination Event"): (a) the occurrence of an Event of Default (as defined in the DIP Term Sheet); (b) the Debtors' failure to (i) comply with any provision of this Interim Order, or (ii) comply with any other covenant or agreement specified in this Interim Order or the DIP Term Sheet, or (c) the occurrence of the Maturity Date. The "Maturity Date" shall be the earliest of: (i) the date that is 75 days after the Petition Date, (ii) after the occurrence and during the continuation of an Event of Default, the date of acceleration of the DIP Loans and the termination of the DIP Loan Commitments under the DIP Facility in accordance with the terms of the DIP Documents, (iii) 30 days after the Petition Date unless on or before such day the Final Order shall have been entered by the Bankruptcy Court, (iv) the appointment of a chapter 11 trustee or other Bankruptcy Court-mandated fiduciary with decision-making authority (including an examiner with expanded powers), (v) the date of consummation of a sale of all or substantially all of the Debtors' assets, (vi) the date the Bankruptcy Court orders a conversion of these Chapter 11 Cases to a liquidation under chapter 7 of the Bankruptcy Code or the dismissal of these Chapter 11 Cases, and (vii) the effective date of a chapter 11 plan that has been confirmed by an order of the Bankruptcy Court.

22. *Remedies Upon a Termination Event*. The Debtors shall immediately provide notice to counsel to the DIP Agent, the DIP Lenders, and the Prepetition Agent (with a copy to counsel to the Creditors Committee (if any) and the U.S. Trustee), of the occurrence of any Termination Event, at which time the Debtors' ability to use Cash Collateral hereunder shall terminate (subject to the proviso at the end of this paragraph 22) and the DIP Obligations shall become due and payable. Upon the occurrence of a Termination Event and following the giving of not less than five (5) days' advance written notice, which may be by email (the "Enforcement

Notice"), to counsel to the Debtors, the U.S. Trustee, and counsel to the Creditors Committee (if any) (the "Notice Period"), but subject to and in accordance with the terms of the DIP Documents and any order of the Court, (a) the DIP Agent and the DIP Lenders may exercise any rights and remedies against the DIP Collateral available to them under this Interim Order, the DIP Documents, and applicable non-bankruptcy law, including but not limited to terminating all commitments to extend credit under the DIP Facility, and (b) the Prepetition Secured Parties may exercise any rights and remedies to satisfy the Prepetition Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, Permitted Liens and, in each case, the Carve Out. The automatic stay pursuant to Bankruptcy Code section 362 shall be automatically terminated with respect to the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties at the end of the Notice Period, without further notice or order of the Bankruptcy Court, unless the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties elect otherwise in a written notice to the Debtors, which may be by email. Upon termination of the automatic stay, the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties shall be permitted to exercise all rights and remedies set forth herein, in the DIP Documents and the Prepetition Documents, as applicable, and as otherwise available at law against the DIP Collateral or Prepetition Collateral, without any further order of or application or motion to the Bankruptcy Court, and without restriction or restraint imposed by any stay under Bankruptcy Code sections 362 or 105, or otherwise, against (x) the enforcement of the liens and security interests in the DIP Collateral or the Prepetition Collateral, or (y) the pursuit of any other rights and remedies granted to the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties pursuant to the DIP Documents, the Prepetition Documents, or this Interim Order; *provided* that during the Notice Period, the Debtors may use the proceeds of the DIP Facility (to the extent drawn prior to the occurrence of a Termination Event) or Cash Collateral, only to (i)

fund operations in accordance with the DIP Term Sheet and the Budget, *provided*, *however*, that immediately upon the occurrence of a Termination Event, the Permitted Variance shall be reduced to 0.00% of the disbursements as set forth in the Budget, and (ii) to fund the Funded Reserve Account, *provided however*, that during the Notice Period, the Debtors, the DIP Lenders, and the DIP Agent consent to a hearing on an expedited basis; *provided further*, that if a hearing to consider the foregoing is requested to be heard before the end of the Notice Period but is scheduled for a later date by the Bankruptcy Court, the Notice Period shall be automatically extended to the date of such hearing; *provided further* that any fees and expenses incurred by the Debtors or the Creditors Committee (if any) during the Notice Period shall permanently reduce the Post-Carve Out Trigger Notice Cap unless the Bankruptcy Court determines no Termination Event has occurred. Any party in interest shall be entitled to seek an emergency hearing for the purpose of contesting whether assets constitute assets of the Debtors' estates, and nothing in this Interim Order shall affect any party in interest's rights or positions at such hearing.

23. *No Waiver for Failure to Seek Relief*. The failure or delay of the DIP Agent, the DIP Lenders or any of the Prepetition Senior Secured Parties to exercise rights and remedies under this Interim Order, the DIP Documents, the Prepetition Documents or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise.

24. *Perfection of the DIP Liens and Adequate Protection Liens*.

(a) The DIP Agent and the Prepetition Agent are hereby authorized, but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate

and perfect the liens and security interests granted hereunder. Whether or not the DIP Agent and the Prepetition Agent shall, as directed by the applicable DIP Lenders or Prepetition Senior Secured Parties, as applicable, choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination (subject to the priorities set forth in this Interim Order, and subject to the rights and limitations set forth in paragraphs 28 and 29 of this Interim Order), at the time and on the date of entry of this Interim Order. Upon the request of the DIP Agent or the Prepetition Agent, in each case at the direction of the applicable DIP Lenders or Prepetition Senior Secured Parties, as applicable, each of the Prepetition Senior Secured Parties and the Debtors, without any further consent of any party, are authorized to take, execute, deliver, and file such instruments (in the case of the Prepetition Senior Secured Parties, without representation or warranty of any kind) to enable the DIP Secured Parties and the Prepetition Senior Secured Parties, in each case, to further validate, perfect, preserve, and enforce the DIP Liens and the Adequate Protection Liens, respectively. All such documents will be deemed to have been recorded and filed as of the Petition Date. Notwithstanding anything to the contrary herein, but subject to the rights and limitations set forth in paragraphs 28 and 29 of this Interim Order, any financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction previously filed by or on behalf of the Prepetition Agent in order to validate and perfect the liens securing the Prepetition Obligations shall remain in existence and shall

be deemed postpetition filings to validate and perfect the liens securing the DIP Loans, including, without limitation, the Roll-Up Loans.

(b) A certified copy of this Interim Order, in the discretion of the DIP Agent or the Prepetition Agent, at the direction of the applicable DIP Lenders or Prepetition Senior Secured Parties, as applicable, may 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 are hereby authorized to accept such certified copy of this Interim Order for filing and recording; *provided*, *however*, that notwithstanding the date of any such filing, the date of such perfection shall be the date of this Interim Order.

(c) Effective upon entry of the Final Order, any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for the Debtors to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Thereupon, any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Adequate Protection Liens on such leasehold interest or the proceeds of any assignment, and/or the sale thereof by the Debtors in accordance with the terms of the DIP Term Sheet or this Interim Order.

25. *Preservation of Rights Granted Under this Interim Order*.

(a) Subject to the Carve Out, other than as set forth in this Interim Order, it shall be a Termination Event if either the DIP Liens or the Adequate Protection Liens shall be made subject to or *pari passu* with any lien or security interest granted in these Chapter 11

Cases or arising after the Petition Date, or either the DIP Liens or the Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

(b) In the event this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the Prepetition Senior Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Senior Secured Parties shall be entitled to the protections afforded in Bankruptcy Code section 363(m) with respect to all uses of the Prepetition Collateral (including the Cash Collateral) and all Adequate Protection Obligations.

(c) Subject to the Carve Out and entry of the Final Order, unless and until all DIP Obligations, Adequate Protection Obligations, Prepetition Obligations are indefeasibly paid in full, in cash, and all commitments to extend credit under the DIP Facility are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Documents and with the prior written consent of the DIP Agent and the Required DIP Lenders (x) any modification, stay, vacatur, or amendment of this Interim Order, (y) a priority claim for any administrative expense, secured claim or unsecured claim against the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in Bankruptcy Code sections 503(b), 507(a) or 507(b)) in these Chapter 11 Cases, equal or superior to the DIP Superpriority

Claims, Adequate Protection Superpriority Claims, or the Prepetition Obligations (or the liens and security interests securing such claims and obligations), or (z) any other order allowing use of the DIP Collateral; (ii) except as permitted under the DIP Documents, any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens or the Prepetition Obligations, as the case may be; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order; (iv) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of the Debtors; (v) an order converting or dismissing these Chapter 11 Cases; (vi) an order appointing a chapter 11 trustee in these Chapter 11 Cases; or (vii) an order appointing an examiner with enlarged powers in these Chapter 11 Cases.

(d) Notwithstanding any order dismissing these Chapter 11 Cases under Bankruptcy Code section 1112 or otherwise entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Interim Order, shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations and Adequate Protection Obligations are indefeasibly paid in full, in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Interim Order, shall, notwithstanding such dismissal, remain binding on all parties in interest); and (y) the Bankruptcy Court shall retain

jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (x) above.

(e) Except as expressly provided in this Interim Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens (subject to the rights and limitations in paragraphs 28 and 29 of this Interim Order), the Adequate Protection Superpriority Claims (subject to the rights and limitations in paragraphs 28 and 29 of this Interim Order), and all other rights and remedies of the DIP Agent, the DIP Lenders, the Prepetition Agent, and the Prepetition Lenders granted by the provisions of this Interim Order and the DIP Documents shall survive, shall maintain their priority as provided in this Interim Order, and shall not be modified, impaired or discharged by (i) the entry of an order converting these Chapter 11 Cases to a case under chapter 7, dismissing these Chapter 11 Cases, or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to Bankruptcy Code section 363(b) or (iii) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases and, pursuant to Bankruptcy Code section 1141(d)(4). The terms and provisions of this Interim Order and the DIP Documents shall continue in these Chapter 11 Cases, or in any superseding chapter 7 case under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations (subject to the rights and limitations in paragraphs 28 and 29 of this Interim Order) and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Obligations are indefeasibly paid in full, in cash (or, with respect to

the DIP Obligations, otherwise satisfied in a manner agreed to by the Required DIP Lenders).

26. *Expenses and Indemnification*.

(a) All (i) reasonable and documented out-of-pocket fees and expenses incurred by a single financial advisor, a single lead counsel, and a single local counsel (for each applicable jurisdiction) retained by each of the DIP Agent and the DIP Lenders (collectively, the "DIP Professionals"), incurred in connection with these Chapter 11 Cases (in any capacity) and the DIP Facility, whether or not the DIP Facility is successfully consummated, and (ii) reasonable and documented out-of-pocket expenses (including, without limitation, fees, disbursements and other charges of DIP Professionals) of the DIP Agent and the DIP Lenders, for enforcement costs and documentary taxes associated with the DIP Facility and the transactions contemplated thereby, are to be paid by the Debtors (the "DIP Lender Expenses"); provided, however, that copies of all invoices reflecting the DIP Lender Expenses shall be served by email on the Fee Notice Parties, who shall have ten (10) business days to review and to assert any objections thereto. If no objection to the payment of the DIP Lender Expenses is made in writing by the Fee Notice Parties within ten (10) calendar days after delivery of such invoices, then, without further order of, or application to, the Court or notice to any other party, such DIP Lender Expenses shall be promptly paid by the Debtor. If an objection is made by any of the Fee Notice Parties within the ten-day objection period to the payment of the DIP Lender Expenses, then the disputed portion of such DIP Lender Expenses shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court, and the undisputed portion shall be promptly paid by the Debtor. The U.S. Trustee reserves his right to seek

to obtain unredacted copies of any such DIP Lender Expenses invoices. Any expenses sought to be reimbursed shall be specified and broken out by type of expense. The provision of such invoices shall not constitute a waiver of the attorney-client privilege or any benefits of the attorney work product doctrine.

(b) As set forth in the DIP Facility, the Debtors will, jointly and severally, indemnify the DIP Lenders, the DIP Agent, and their respective officers, directors, affiliates, attorneys, employees and agents (each an "Indemnified Person"), and hold them harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, fees, costs, charges, expenses and disbursements of any kind or nature whatsoever (including reasonable and documented out-of-pocket fees and disbursements of one outside counsel) arising out of or in any way relating to or as a consequence, direct or indirect, of: (i) the DIP Term Sheet, the DIP Facility, any documents or instruments relating thereto, and/or the transactions contemplated thereby, (ii) any action or failure to act or action taken only after delay or the satisfaction of any conditions by any Indemnified Person in connection with and/or relating to the negotiation, execution, delivery or administration of the DIP Term Sheet, the DIP Facility established thereunder, any documents or instruments relating thereto, and/or the transactions contemplated hereby, (iii) the Debtors' failure to observe, perform or discharge any of their covenants, obligations, agreements or duties under or breach of any of the representations or warranties made in the DIP Term Sheet, (iv) the enforcement of any of the rights and remedies of the DIP Agent or any DIP Lender under the DIP Term Sheet and any documents or instruments relating thereto, (v) any threatened or actual imposition of fines or penalties, or disgorgement of benefits, for violation of any anti-

terrorism law by the Debtors, and (vi) any claim, litigation, proceeding or investigation instituted or conducted by any governmental body or instrumentality or any other person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, the DIP Term Sheet, the DIP Facility, any documents or instruments relating thereto, whether or not the DIP Agent or any DIP Lender is a party thereto; *provided* that the Debtors shall not be liable for the payment of any portion of such claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, fees, costs, charges, expenses and disbursements that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from such Indemnified Person's fraud, gross negligence, or willful misconduct.

27. *Limitation on Use of DIP Facility Proceeds, DIP Collateral, and Cash Collateral.*

(a) Notwithstanding anything to the contrary set forth in this Interim Order, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral, or the Carve Out may be used: (a) to investigate (except as expressly provided herein), initiate, prosecute, join, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (i) against any of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such) or seeking relief that would impair the rights and remedies of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such) under the DIP Documents, this Interim Order, or the Prepetition Documents to the extent permitted or provided hereunder, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Creditors Committee in connection

with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties to recover on the DIP Collateral or the Prepetition Collateral, as provided for herein, or seeking affirmative relief against any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties related to the DIP Obligations, or the Prepetition Obligations, (ii) seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Obligations, the DIP Superpriority Claims, or the DIP Agent's and the DIP Lenders' liens or security interests in the DIP Collateral, the Prepetition Liens, or the Prepetition Collateral, or (iii) for monetary, injunctive, or other affirmative relief against the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such), or their respective liens on or security interests in the DIP Collateral or the Prepetition Collateral, or the DIP Superpriority Claims, that would impair the ability of any of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations, or the Prepetition Obligations to the extent permitted or provided hereunder; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Obligations, or by or on behalf of the DIP Agent and the DIP Lenders related to the DIP Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the

DIP Superpriority Claims, the DIP Liens, Prepetition Liens, or the Prepetition Obligations; (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens, the DIP Superpriority Claims, or any other rights or interests of the DIP Agent or the DIP Lenders related to the DIP Obligations or the DIP Liens; or (y) any of the Prepetition Liens or any rights of interests of the Prepetition Secured Parties related to the Prepetition Liens or the Prepetition Obligations; and (e) assert any claims, defenses, or any other causes of action any non-Debtor affiliates with respect to prepetition relationships with the Debtors; *provided* that no more than $50,000.00 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used by the Creditors Committee, if appointed, solely to investigate the foregoing matters with respect to the Roll-Up Loans, the Prepetition Liens, or the Prepetition Obligations, within the Challenge Period (as defined herein) (the "Challenge Budget").

(b) Subject to entry of the Final Order, all fees and expenses of the Committee Professionals incurred in connection with the investigation of the matters described in paragraph 29(a) in excess of the Challenge Budget shall not be payable from the Carve Out.

28. *Effect of Stipulations on Third Parties*.

(a) The Debtors' acknowledgments, stipulations, admissions, waivers, and releases set forth in this Interim Order shall be binding on the Debtors, their respective representatives, successors and assigns upon entry of this Interim Order. Subject to entry of the Final Order, the acknowledgments, stipulations, admissions, waivers, and releases

contained in this Interim Order shall also be binding upon the Debtors' estates and all other parties in interest, including the Creditors Committee (if any), or any chapter 7 or chapter 11 trustee appointed or elected for the Debtors (a "Trustee"), unless (i) such party with requisite standing, has duly filed an adversary proceeding challenging the validity, perfection, priority, extent, or enforceability of the Roll-Up Loans, the Prepetition Liens, or the Prepetition Obligations, or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or causes of action, objections, contests, or defenses (each a "Challenge" and collectively, the "Challenges") against the Prepetition Senior Secured Parties in connection with any matter related to the Roll-Up Loans, the Prepetition Liens, the Prepetition Collateral, or the Prepetition Obligations, by no later than the earlier of (i) subject to entry of the Final Order, the day on which an order approving the sale of substantially all of the Debtors' assets has been entered and (ii) seventy-five (75) calendar days after the entry of this Interim Order (the time period established by the foregoing, the "Challenge Period"); *provided* that the Creditors Committee (if any) may agree to terminate the Challenge Period prior to the date that is seventy-five (75) days after the date of entry of this Interim Order; *provided further* that in the event that, prior to the expiration or termination (as applicable) of the Challenge Period, (A) these Chapter 11 Cases are converted to chapter 7 or (B) a chapter 11 trustee is appointed in these Chapter 11 Cases, then, in each such case, the Challenge Period shall be extended, solely with respect to such Trustee, until the later of (1) the Challenge Period and (2) the date that is ten (10) calendar days from the date such Trustee is appointed; and (ii) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary

proceeding. If no such adversary proceeding is timely filed prior to the expiration of the Challenge Period, without further order of this Bankruptcy Court: (x) the Roll-Up Loans and the Prepetition Obligations shall constitute allowed claims, not subject to any Challenges (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, "claim" (as defined by Bankruptcy Code section 101(5)), impairment, subordination (whether equitable, contractual or otherwise), or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in these Chapter 11 Cases and any subsequent chapter 7 case, if any; (y) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, and of the priority specified in paragraph F(2), not subject to setoff, subordination, defense, avoidance, impairment, disallowance, recharacterization, reduction, recoupment, or recovery; and (z) the Prepetition Obligations, the Prepetition Liens on the Prepetition Collateral, and the Prepetition Senior Secured Parties (in their capacities as such) shall not be subject to any other or further challenge and any party in interest shall be forever enjoined and barred from seeking to exercise the rights of the Debtors' estates or taking any such action, including any successor thereto (including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any such adversary proceeding is timely filed prior to the expiration of the Challenge Period, (A) the stipulations and admissions contained in this Interim Order shall nonetheless remain binding and preclusive on the Creditors Committee (if any) and any other party in this case, including any Trustee, except as to any stipulations or admissions

that are specifically and expressly challenged in such adversary proceeding and (B) any Challenges not brought in such adversary proceeding shall be forever barred; *provided* that, if and to the extent any challenges to a particular stipulation or admission are withdrawn, denied or overruled by a final non-appealable order, such stipulation also shall be binding on the Debtors' estates and all parties in interest.

(b) Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Creditors Committee, standing or authority to pursue any cause of action belonging to the Debtors or the Debtors' estates, including, without limitation, any challenge with respect to the Prepetition Documents, or the Prepetition Obligations. The Court may fashion any appropriate remedy following a successful challenge.

(c) Nothing herein shall limit the Creditors Committee's (or other party in interest's) ability to (x) file a motion in respect of any timely Challenge for which it may not be able to obtain standing as a matter of law because the applicable Debtor is a limited liability company (an "LLC Challenge Motion"), and (y) seek pursuant to such LLC Challenge Motion a mechanism by which to prosecute such Challenge. In the event the Creditors Committee or other party in interest files an LLC Challenge Motion for which it may not be able to obtain standing, the expiration of the Challenge Period solely for the specific Challenge set forth in the LLC Challenge Motion shall be tolled pending further order of the Court, and applicable parties shall meet and confer with respect to an appropriate process for the prosecution of any such Challenge. If timely notified of a Challenge for which the Creditors Committee or other party in interest may not be able to gain standing because the applicable Debtor is a limited liability company, the Debtors (or

a designated representative) shall retain the authority to prosecute such Challenge in the exercise of their business judgment and subject to any applicable further order of the Court.

29. *Release*. Subject to the rights and limitations set forth in paragraphs 28 and 29 of this Interim Order, the Debtors and the Debtors' estates, on their own behalf and on behalf of each of their predecessors, their successors, and assigns shall to the maximum extent permitted by applicable law, unconditionally, irrevocably and fully forever release, remise, acquit, relinquish, irrevocably waive and discharge each of the DIP Lenders, the DIP Agent, the Prepetition Senior Secured Parties, and each of their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, affiliated investment funds or investment vehicles, managed, advised or sub-advised accounts, funds or other entities, investment advisors, sub-advisors or managers, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest, each in their capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Obligations, the DIP Superpriority Claims, the DIP Liens, the Prepetition Liens, and the Prepetition Obligations, as applicable, including, without limitation, (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the

validity, priority, extent, enforceability, perfection or avoidability of the liens or claims of the DIP Agent, the DIP Lenders, and the Prepetition Senior Secured Parties.

30. *Credit Bidding*. (a) the DIP Agent, or any assignee or designee of the DIP Agent (including any acquisition vehicle), acting at the direction of the Required DIP Lenders and on behalf of the DIP Secured Parties, shall have, pursuant and subject to Bankruptcy Code section 363(k), the right to credit bid up to the full amount of any DIP Obligations (including any Roll-Up Loans, plus all fees, premiums, and other amounts that increase the DIP Lenders' secured claim) in the sale of any of the DIP Collateral, including pursuant to (i) Bankruptcy Code section 363, (ii) a plan of reorganization or a plan of liquidation under Bankruptcy Code section 1129, or (iii) a sale or disposition by a chapter 7 trustee for the Debtors under Bankruptcy Code section 725, and (b) subject to the rights and limitations in paragraphs 28 and 29 of this Interim Order and subject to entry of the Final Order and the satisfaction of the DIP Obligations, or as otherwise consented to by the DIP Agent (at the direction of the Required DIP Lenders), the Prepetition Agent (directly or via one or more acquisition vehicles, and at the direction of the Required Lenders (as defined in the Prepetition Credit Agreement)) shall have the right to credit bid up to the full amount of the Prepetition Obligations outstanding at the time of such credit bid (reflecting all reductions on a dollar-for-dollar basis by the Roll-Up) in the sale of any of the Prepetition Collateral, including, but not limited to, pursuant to (i) Bankruptcy Code section 363, (ii) a plan of reorganization or a plan of liquidation under Bankruptcy Code section 1129, or (iii) a sale or disposition by a chapter 7 trustee for the Debtors under Bankruptcy Code section 725.

31. *Interim Order Governs*. In the event of any inconsistency between the provisions of this Interim Order or the DIP Documents, the provisions of this Interim Order shall govern.

32. *Binding Effect; Successors and Assigns*. The DIP Documents and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including without limitation, the DIP Agent, the DIP Lenders, the Prepetition Senior Secured Parties, any Creditors Committee appointed in these Chapter 11 Cases, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estates of the Debtors, an examiner appointed pursuant to Bankruptcy Code section 1104, or any other fiduciary appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) and shall inure to the benefit of the DIP Agent, the DIP Lenders, and the Prepetition Senior Secured Parties, *provided* that, except to the extent expressly set forth in this Interim Order, the Prepetition Senior Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any Trustee or similar responsible person appointed for the estates of the Debtors.

33. *Limitation of Liability*. In determining to make any loan under the DIP Documents, permitting the use of Cash Collateral, or exercising any rights or remedies as and when permitted pursuant to this Interim Order, the DIP Documents, or the Prepetition Documents, the DIP Agent, the DIP Lenders, and the Prepetition Senior Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors or their respective business (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq*. as amended, or any similar federal or state statute), nor shall they owe any fiduciary duty to the Debtors, their creditors or estates, or constitute or be deemed to constitute a joint venture or partnership with the Debtors. Furthermore, nothing in this Interim Order or the DIP Documents, shall in any way be construed or interpreted

to impose or allow the imposition upon the DIP Agent or the DIP Lenders of any liability for any claims arising from the prepetition or postpetition activities of the Debtors and their respective affiliates (as defined in Bankruptcy Code section 101(2)).

34. *Effectiveness*. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

35. *Final Hearing*. The Final Hearing is scheduled for [•] at [•]:00 [a.m. / p.m.] (prevailing Eastern Time), before the Honorable United States Bankruptcy Judge [•], at the United States Bankruptcy Court for the District of Delaware. The Debtors shall promptly transmit copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Interim Hearing, to any party that has filed a request for notices with this Bankruptcy Court and to any Creditors Committee after the same has been appointed, or Creditors Committee counsel, if the same shall have been appointed. Any party in interest objecting to the relief sought at the Final Hearing shall serve and file a written objection thereto, which shall be served upon the Notice Parties and any additional parties required by the Bankruptcy Rules and Local Rules, and shall also be filed with the Clerk of the Court, by [•] at 4:00 p.m. (prevailing Eastern Time).

EXHIBIT 1

DIP Budget

EXHIBIT 2

DIP Term Sheet

SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION TERM LOAN FACILITY TERM SHEET

Set forth below is a summary of the principal terms and conditions for a proposed debtor-in-possession financing facility (the "DIP Facility"). Capitalized terms used but not defined in this term sheet (together with the annexes hereto, the "DIP Term Sheet") shall have the meanings set forth in the Prepetition Credit Agreement (as defined below).

The terms and conditions for the extensions of credit described herein are dependent upon, among other things, authorization and approval by the Bankruptcy Court (as defined below).

Parties	**Borrower**: Yardbird Group LLC, a Delaware limited liability company. The Borrower and each Guarantor (as defined below) shall be debtors and debtors-in-possession (collectively, the "Debtors") in the jointly administered Chapter 11 Cases (the "Chapter 11 Cases") to be commenced (the date of commencement, the "Petition Date") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). (As used herein, "Bankruptcy Code" shall mean Title 11 of the United States Code, as amended, or any similar federal or state law for the relief of debtors.) **DIP Agent and DIP Lenders**: Brightwood Capital SBIC III, LP and/or its affiliates and designees (the "DIP Lenders") under the Prepetition Credit Agreement (as defined below) and Brightwood Loan Services LLC, as administrative agent (in such capacity, the "DIP Administrative Agent") and collateral agent (in such capacity, the "DIP Collateral Agent", and together with the DIP Administrative Agent, collectively the "DIP Agent" and together with the DIP Lenders, the "DIP Secured Parties"). All lenders holding Initial Term Loans or Delayed Draw Term Loans under the Prepetition Credit Agreement will be offered an opportunity to participate in the DIP Loans (as defined below) on a pro rata basis.
Prepetition Credit Agreement	That certain Credit and Guaranty Agreement, dated as of July 28, 2022 (as amended by that certain Amendment No. 1 to Credit and Guaranty Agreement, dated as of April 19, 2024, and that certain Amendment No. 2 and Waiver to Credit and Guaranty Agreement, dated as of November 14, 2025, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Prepetition Credit Agreement") by and among the Borrower, as borrower, certain subsidiaries of the Borrower from time to time party thereto, as guarantors (collectively, the "Guarantors", and together with the Borrower, the "Credit Parties"), the lenders from time to time party thereto (the "Prepetition Lenders"), and Brightwood Loan Services LLC, as administrative agent and collateral agent (in such capacities, the "Prepetition Agent" and, collectively with the Prepetition Lenders, the "Prepetition Secured Parties"). The Prepetition Credit Agreement consists of the following outstanding obligations: (a) Initial Term Loans in an aggregate outstanding principal amount equal to $11,215,290 (together with accrued and unpaid interest, fees, and other amounts owing thereunder);

	(b) Delayed Draw Term Loans (including Amendment No. 2 Delayed Draw Term Loans) in an aggregate outstanding principal amount equal to $2,108,962 (together with accrued and unpaid interest, fees, and other amounts owing thereunder); and (c) any other fees, expenses, indemnities, and other amounts owing to the Prepetition Lenders and Prepetition Agent under the Prepetition Credit Agreement and related loan documents (collectively, the "Prepetition Obligations").
DIP Facility; Use of Proceeds	**DIP Facility**: The DIP Facility shall be comprised of superpriority priming term loans (the "DIP Loans" and the commitment by the DIP Lenders to provide the DIP Loans, the "DIP Loan Commitment"), consisting of an aggregate principal amount equal to $5,400,000, which shall be comprised of: (a) Up to $1,800,000 in aggregate principal amount of new money loans ("New Money DIP Loans"); and (b) Up to $3,600,000 in aggregate principal amount, comprised of outstanding Initial Term Loans and Delayed Draw Term Loans under the Prepetition Credit Agreement held by Prepetition Lenders that are DIP Lenders funding, directly or indirectly, through their affiliates, designees or beneficial holders, their pro rata portion of the New Money DIP Loans which will be deemed to have been advanced and converted on a cashless, dollar-for-dollar basis into DIP Loans on a 2-for-1 basis (i.e., for every $1 of New Money DIP Loans funded, $2 of Prepetition Obligations shall be rolled up) (and which, upon conversion, shall automatically (i) no longer be outstanding under the Prepetition Credit Agreement and (ii) no longer constitute Prepetition Obligations) (such DIP Loans, the "Roll-Up Loans"). To request a DIP Loan borrowing, Borrower shall notify DIP Agent of such request in writing by electronic mail or overnight courier, not later than 12:00 p.m., New York City time, three (3) business days before the date of the proposed borrowing; provided that any notice given in connection with the initial borrowing may be given not later than 12:00 p.m., New York City time, one (1) business day prior to such borrowing. Each such written borrowing request (each a "Borrowing Notice") shall be signed by Borrower and shall be irrevocable. Each such written borrowing request shall specify (i) the aggregate amount of such borrowing, (ii) the date of such borrowing, which shall be a business day, (iii) the initial interest period to be applicable thereto, and (iv) the location and number of Borrower's account to which funds are to be disbursed. Amounts paid or prepaid under the DIP Facility may not be reborrowed. As used herein, "DIP Obligations" shall mean all obligations and duties of payment by the Debtors under the DIP Facility, including all of the Debtors' obligations to repay outstanding principal and accrued interest on the DIP Loans, and all fees, premiums, reimbursement and indemnity obligations of the Debtors to the DIP Lenders and the DIP Agent under this Term Sheet. **DIP Loans**: Subject to the terms and conditions herein, including the restrictions on Use of Proceeds set forth below:

1. the proceeds of the New Money DIP Loans will be used in accordance with the terms of the Budget (as defined below), subject to Permitted Variances (as defined below) to:

   (a) pay professional fees and other restructuring charges arising on account of the Chapter 11 Cases, including statutory fees of the United States Trustee and allowed professional fees and expenses of any official committee appointed in the Chapter 11 Cases, including an unsecured creditors' committee (if any) (the "Committee");

   (b) pay professional fees, transaction costs and expenses (including legal, financial advisor, appraisal, and valuation-related fees and expenses) incurred by the DIP Agent and/or the DIP Lenders in connection with the DIP Facility, including those incurred in connection with the preparation, negotiation, documentation, court approval, administration and enforcement of the DIP Facility (the "Professional Fees");

   (c) provide for the working capital, and for other general corporate purposes of the Debtors, including, for the avoidance of doubt, costs relating to the sale of the Debtors' assets and payments authorized under first-day orders approved by the Bankruptcy Court; and

   (d) pay administration costs of the Chapter 11 Cases and claims or amounts approved by the Bankruptcy Court; and

2. the proceeds of the Roll-Up Loans will be used solely to refinance and repay (through a cashless conversion) the equivalent amount of Prepetition Obligations outstanding under the Prepetition Credit Agreement on a dollar-for-dollar basis in accordance with the 2-for-1 roll-up structure.

Use of Proceeds: No portion of the Debtors' "cash collateral" (as such term is defined in section 363(a) of the Bankruptcy Code) (the "Cash Collateral"), the proceeds of the DIP Facility, the Collateral (as defined below) or the Carve Out (as defined below) may be used:

(a) for any purpose that is prohibited under the Bankruptcy Code or the DIP Orders (as defined below);

(b) directly or indirectly to finance in any way (i) any adversary action, suit, arbitration, proceeding, application, motion or other litigation of any type, or the investigation or preparation for any of the foregoing, that could be adverse to the interests of any or all of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties or (ii) any other action, which with the giving of notice or passing of time, would result in an Event of Default under the DIP Facility; *provided* that Cash Collateral and the New Money DIP Loans may be used for allowed fees and expenses not to exceed $50,000 (the "Investigation Budget") in the aggregate, incurred solely by the Committee to investigate the liens of the Prepetition Secured Parties, claims and potential claims against the Prepetition Secured Parties; and

	(c) to make any distribution under a chapter 11 plan (a "Chapter 11 Plan") that does not provide for the indefeasible payment of DIP Obligations in full and in cash unless agreed by the Required DIP Lenders and DIP Agent.
Availability	**Interim Facility**: During the period commencing on the date (the "Interim Order Entry Date") of the Bankruptcy Court's entry of an interim order approving the DIP Facility ("Interim Order") but prior to the entry of a final order approving the DIP Facility ("Final Order", and together with the Interim Order, the "DIP Orders", as applicable), the maximum amount available under the DIP Facility shall be limited to (i) $1,000,000 of New Money DIP Loans, and (ii) up to $2,000,000 of Roll-Up Loans (the "Interim Facility"), which shall be borrowed simultaneously in one draw on the Closing Date. **Full Availability**: Upon the Bankruptcy Court's entry of the Final Order (the "Final Order Entry Date") and satisfaction of the conditions set forth herein, (i) the remaining Roll-Up Loans (as reduced by clause (ii) of the Interim Facility above) plus (ii) the balance of the New Money DIP Loans shall be available in multiple draws in an amount up to $800,000 subject to the Budget (defined below).
Budget and Permitted Variances	The Borrower shall provide a 13-week projection, prepared by the Borrower in consultation with Albert Altro of Traverse LLC (the "Chief Restructuring Officer"), broken down by week, including anticipated receipts and disbursements for such period (each as approved by the Required DIP Lenders in their sole discretion, a "Budget"). On the Friday of every fourth week, commencing on [•], the Borrower shall provide an updated Budget for the subsequent 13-week period (which shall be satisfactory to the Required DIP Lenders in their sole discretion). If the Borrower and the Required DIP Lenders cannot agree on an updated Budget, the then-current Budget shall remain in effect unless and until a new Budget is agreed to by the Borrower and Required DIP Lenders. The Budget attached to the Interim Order is the agreed initial Budget. **Forecast Variances**: On the Wednesday of each calendar week, commencing with the second full week following the Petition Date, the Borrower shall deliver to the DIP Agent a variance report in form acceptable to the DIP Lenders in their sole discretion (each, a "Variance Report") setting forth (i) the Debtors' expenditures and disbursements on a line-by-line basis (including, for the avoidance of doubt, Professional Fees) consistent with the Budget during the immediately preceding Variance Testing Period compared to the projected expenditures and disbursements (on a line-by-line basis) set forth in the Budget for such Variance Testing Period and (ii) the variance in dollar amounts of the actual expenditures and disbursements (excluding all fees due and payable pursuant to 28 U.S.C. § 1930(a) plus any interest due and payable under 31 U.S.C. § 3717) for such Variance Testing Period from those reflected for the corresponding period in the Budget (such comparison, the "Variance"). "Permitted Variance" means a Variance that is not more than 15% above the total aggregate amount of the actual disbursements across all line items (which shall include Professional Fees) (the "Operating Disbursements") during any Variance Testing Period against the projected Operating Disbursements in the Budget for such Variance Testing Period, except food and liquor disbursements which may be adjusted on a pro

	forma basis based on the correlation to revenue and cash receipts in an amount not to exceed 20%. "Variance Testing Period" means, starting the second full week following the Petition Date, the two-week period ending on the second Sunday thereafter and each week thereafter the subsequent two-week period ending on each Sunday until the recast budget is approved. During any Variance Testing Period, the Variance from the then-current Budget shall not exceed the Permitted Variance.
Collateral; Priority	**Collateral**: Subject to the Carve Out, each Debtor hereby grants to the DIP Agent, for the benefit of the DIP Secured Parties, all property and assets of such Debtor (now or hereafter acquired and all proceeds thereof) other than Excluded Assets, including, without limitation cash, accounts, inventory, goods, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims (including, without limitation, any commercial tort claims against directors and officers of the Debtors), securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding equity interests in each Debtor's subsidiaries (whether issued certificated or uncertificated) together with all rights, privileges authority and powers related thereto, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, money, investment property, causes of action, and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits and supporting obligations of any of the collateral described above, and subject to entry of the Final Order, the proceeds from all claims and causes of action arising under sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 553(b), or 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state-law equivalents (collectively, the "Collateral"); *provided* that, notwithstanding the foregoing, (x) the DIP Liens and the Prepetition Liens shall be junior to any validly perfected prepetition liens held by City National Bank of Florida ("CNB") on all property and assets of Southern Operations, LLC (the "CNB Priority Collateral"), and (y) the DIP Superpriority Claims shall be junior to any administrative expense claims of CNB with respect to the CNB Priority Collateral. **Priority**: All obligations of the Debtors to the DIP Lenders and the DIP Agent under the DIP Facility shall, subject in all respects to the Carve Out and, with respect to the CNB Priority Collateral, the senior liens and claims of CNB, at all times: (a) pursuant to section 364(c)(1) of the Bankruptcy Code, be entitled to joint and several superpriority administrative expense claim status against each Debtor in the Chapter 11 Cases, which claims in respect of the DIP Facility shall be superior to all other claims;

(b) pursuant to section 364(c)(2) of the Bankruptcy Code, have first priority liens on all unencumbered assets of the Debtors (now or hereafter acquired and all proceeds thereof);

(c) pursuant to section 364(c)(3) of the Bankruptcy Code, have junior liens on all encumbered assets of the Debtors (now or hereafter acquired and all proceeds thereof), other than as set forth in clause (d) immediately below; *provided* that the DIP Liens on the CNB Priority Collateral shall be junior to the validly perfected prepetition liens of CNB; and

(d) pursuant to section 364(d) of the Bankruptcy Code, have first priority priming liens on all assets of the Debtors (now or hereafter acquired and all proceeds thereof) that serve as collateral under the Prepetition Credit Agreement, which liens shall be senior to the liens on the Collateral securing the Prepetition Credit Agreement (the "Prepetition Liens") and the adequate protection liens on the Collateral granted under the DIP Orders; *provided* that the DIP Liens on the CNB Priority Collateral shall not prime, and shall be junior in all respects to, the validly perfected prepetition liens of CNB on the CNB Priority Collateral.

It is understood and agreed that the priming liens described herein shall be subject to "Permitted Liens" as of the Petition Date, except those securing the Prepetition Credit Agreement. Notwithstanding any provision to the contrary in the DIP Documents or the DIP Orders, the DIP Liens and the Prepetition Liens shall at all times be junior and subordinate to any validly perfected prepetition liens held by CNB on the CNB Priority Collateral.

All of the liens described herein with respect to the assets of the Debtors shall be effective and perfected as of the Interim Order Entry Date and without the necessity of the execution or filing of control agreements, mortgages, security agreements, pledge agreements, financing statements, or other agreements.

Each DIP Order shall contain provisions prohibiting the Debtors from incurring any indebtedness which (x) ranks pari passu with or senior to the DIP Obligations or (y) benefits from a first priority lien under section 364 of the Bankruptcy Code.

"Permitted Liens" means:

(a) validly perfected, enforceable, and non-avoidable liens existing as of the Petition Date;

(b) liens created under the DIP Facility and any other documentation in connection therewith;

(c) liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(d) customary Liens on insurance proceeds securing financed insurance premiums in the ordinary course of business;

(e) liens in favor of the Debtors; and

	(f) pledges, deposits or Liens under workmen's compensation laws, payroll taxes, unemployment insurance laws, social security laws or similar legislation, or in connection with bids, tenders, completion guarantees (other than for borrowed money), contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure the performance of bids, trade contracts, government contracts and leases, statutory obligations, surety, stay, indemnity, judgment, customs, appeal or performance bonds, guarantees of government contracts, return-of-money bonds, bankers' acceptance facilities (or other similar bonds, instruments or obligations), obligations in respect of letters of credit, bank guarantees or similar instruments that have been posted to support the same, or as security for contested taxes or import or customs duties or for the payment of rent, or other obligations of like nature, in each case incurred in the ordinary course of business or consistent with past practice.
Carve Out	"Carve Out" shall have the meaning set forth in the DIP Orders.
Adequate Protection	"Adequate Protection" shall have the meaning set forth in the DIP Orders.
DIP Orders	The DIP Orders shall, among other things, (i) upon entry of the Final Order, provide that in no event shall the DIP Agent, the DIP Lenders or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral, (ii) upon entry of the Final Order, approve the Debtors' waiver of all section 506(c) claims and any "equities of the case" exception under section 552(b) of the Bankruptcy Code, (iii) contain stipulations by the Debtors ratifying the extent, validity, priority, perfection, enforceability and non-avoidance of the obligations under the Prepetition Credit Agreement, and (iv) otherwise be in form and substance satisfactory to the Required DIP Lenders and the DIP Agent.
Closing Date	The closing date of the DIP Facility (the "Closing Date") shall occur within two (2) business days of the Interim Order Entry Date and shall be the first business day on which the conditions precedent set forth herein governing the DIP Facility have been satisfied or waived by the DIP Agent or the DIP Lenders, as applicable. Funding of the Interim Facility shall occur on the Closing Date.
Maturity	All DIP Loans shall become due and payable and all commitments to provide the DIP Loans shall be terminated on the Maturity Date. The "Maturity Date" shall be the earliest of: (i) the date that is 75 days after the Petition Date, (ii) after the occurrence and during the continuation of an "Event of Default" as defined in the DIP Term Sheet, the date of acceleration of the DIP Loans and the termination of the DIP Loan Commitments under the DIP Facility in accordance with the terms of the DIP Facility documents ("DIP Facility Documents" means, collectively, this DIP Term Sheet, the DIP Orders, any fee letters between the Borrower and the DIP Agent, the Borrowing Requests, and any other agreements, instruments, certificates or documents executed or delivered in connection with the DIP Facility); (iii) the appointment of a Chapter 11 trustee or other Bankruptcy Court-mandated fiduciary with decision-making authority (including an examiner with expanded powers); (iv) the date of consummation of a sale of all or substantially all of the Debtors' assets; (v) the date the Bankruptcy Court orders a conversion of any of the Chapter 11 Cases to a liquidation under chapter 7 of the Bankruptcy Code or the dismissal of any of the Chapter 11 Cases; and (vi) the effective date of a Chapter 11 Plan that has been confirmed by an order of the Bankruptcy Court. Unless agreed by the Required DIP

	Lenders (and with respect to any amounts due to the DIP Agent, the DIP Agent), any confirmation order entered in the Chapter 11 Cases ("Confirmation Order") shall not discharge or otherwise affect in any way the joint and several obligations of the Debtors to the DIP Agent and the DIP Lenders under the DIP Facility, other than after the payment in full in cash to the DIP Agent for the benefit of itself and the DIP Lenders of all obligations under the DIP Facility (other than unasserted contingent indemnification and reimbursement obligations) on or before the effective date of such Chapter 11 Plan.
Interest; Premiums; Fees	The interest rate, default rate, premiums and fees under the DIP Facility are set forth in **Annex I** hereto. Interest shall be calculated on the basis of the actual number of days elapsed in a 360-day year. Unless otherwise agreed or permitted herein, Borrower shall pay DIP Obligations (other than accrued interest) that are at any time due and payable monthly in arrears on the last business day of each calendar month and on the Maturity Date. For the avoidance of doubt, accrued interest on the DIP Loans shall be paid-in-kind on the last business day of each calendar month.
Voluntary Prepayments:	The DIP Facility may be voluntarily prepaid, and the commitments thereunder voluntarily reduced by the Borrower, in whole or in part, without premium or penalty (other than payment of the Exit Premium), at any time upon three (3) business days' prior written notice to the DIP Agent, which notice shall specify the principal amount of such prepayment and the date on which such prepayment is to be made.
Mandatory Prepayments:	**Mandatory Prepayments** of the DIP Loans shall be made in connection with: a. Asset Dispositions. Immediately upon receipt (and, for the avoidance of doubt, following the notice period set forth in the last paragraph in this section) by the Debtors of net cash proceeds from any asset disposition of Collateral (other than inventory in the ordinary course of business), the Debtors shall prepay the DIP Obligations in an amount equal to 100% of the proceeds so received in excess of the Carve-Out; provided that the Debtors shall not be required to apply all or any portion of such net cash proceeds to prepay the DIP Obligations if the Required DIP Lenders consent in their sole discretion, upon the request of the Debtors. b. Insurance Proceeds. Immediately upon receipt (and, for the avoidance of doubt, following the notice period set forth in the last paragraph in this section) by Debtors of any insurance proceeds, the Debtors shall prepay the DIP Obligations in an amount equal to 100% of any proceeds so received by Debtors in excess of the Carve-Out (i) under any insurance policy on account of damage or destruction of any assets or property of the Debtors, or (ii) as a result of any taking or condemnation of any assets or property. c. Incurrence of Indebtedness. Immediately upon (and, for the avoidance of doubt, following the notice period set forth in the last paragraph in this section) the Debtors' receipt of cash proceeds of indebtedness not permitted to be incurred hereunder, the Debtors' receipt of any cash proceeds from any issuance or

	incurrence by the Debtors of Indebtedness, the Debtors shall prepay the DIP Obligations in an amount equal to 100% of such net cash proceeds so received. All voluntary or mandatory prepayments of the DIP Loans shall be applied to prepay the New Money DIP Loans until all such New Money DIP Loans are repaid in full and then to prepay any Roll-Up Loans until all such Roll-Up Loans are repaid in full. The Borrower shall deliver to the DIP Agent written notice of the Borrower's intent to make any prepayment under this section, no less than three (3) business days prior to the date of such prepayment, specifying the principal amount of such prepayment and the date on which such prepayment is to be made. All such prepayments shall be accompanied by accrued interest on the principal amount so prepaid.
Conditions Precedent to Effectiveness:	The conditions precedent to closing are set forth in **Annex II** hereto.
Conditions Precedent to Funding All New Money DIP Loans	The conditions precedent to the funding of all New Money DIP Loan are set forth in **Annex III** hereto.
Covenants	The covenants are set forth in **Annex IV** hereto.
Milestones	The Debtors shall comply with the following milestones, and the failure timely to comply (unless waived or extended by the Required DIP Lenders) shall constitute an event of default under the DIP Facility: (a) no later than September 20, 2026, the Debtors shall have commenced the Chapter 11 Cases in the Bankruptcy Court; (b) no later than the Petition Date, the Debtors shall file a motion to approve bidding procedures for the sale of all, substantially all, or a portion of the Debtors' assets (the "Bidding Procedures Motion") which Bidding Procedures Motion shall also seek approval of a stalking horse bid by the DIP Lenders or their designee (the "Stalking Horse Bid") pursuant to an asset purchase agreement in form and substance acceptable to the Required DIP Lenders (the "Stalking Horse APA"); (c) no later than 3 business days after the Petition Date, the Bankruptcy Court shall have entered the Interim Order; (d) no later than 18 calendar days after the Petition Date, the Bankruptcy Court shall have entered an order with respect to the Bidding Procedures (the "Bidding Procedures Order"); (e) no later than 30 calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final Order; (f) no later than 37 calendar days after the Petition Date, the deadline for the submission of qualified bids (the "Bid Deadline") shall have occurred pursuant to the terms of the Bidding Procedures;

	(g) no later than 45 calendar days after the Petition Date, an auction (if any) (the "Auction") shall have commenced pursuant to the terms of the Bidding Procedures; (h) no later than 50 calendar days after the Petition Date, subject to Bankruptcy Court availability, a hearing approving one or more sales of all, substantially all, or a portion of the Debtors' assets (collectively, the "Sale") shall have occurred (the "Sale Hearing"); and (i) no later than 53 calendar days after the Petition Date, the sale approved at the Sale Hearing shall have closed.
Representations and Warranties	The representations and warranties under the DIP Facility are set forth in Annex V hereto.
Events of Default	The occurrence of any of the following shall constitute an immediate event of default (each an "Event of Default"): (a) Nonpayment. Failure by the Borrower to pay (i) any principal on the DIP Loans when due or (ii) any interest, other fee, charge, amount or liability under the DIP Facility, within three (3) business days following the due date thereof. (b) Breach of Representation. Any representation or warranty made or deemed made by the Borrower in this DIP Term Sheet or any related agreement or in any certificate, document or financial or other statement furnished at any time in connection herewith or therewith shall prove to have been inaccurate in any material respect on the date when made or deemed to have been made; (c) Noncompliance. The failure by the Debtors to observe or perform any covenant, condition or agreement (other than those specified in clauses (a), (b) and (d) – (aa) of this section) and such failure shall continue unremedied for a period of three (3) Business Days after delivery of written notice from the DIP Agent of such Event of Default. The failure by the Debtors to observe or perform any Milestone or any Additional Covenant shall result in an immediate Event of Default for as long as it continues without remedy or waiver by the Required DIP Lenders. (d) Budget. (i) The proceeds of any DIP Loan shall have been expended in a manner which is not in accordance with the Budget (subject to Permitted Variances) and (ii) the Variance from the then-current Budget shall exceed the Permitted Variances. (e) Collateral Documents. The DIP Orders shall cease to create valid and perfected liens on the Collateral with such priority required by this DIP Term Sheet, subject only to Permitted Liens; (f) Prepetition Claims. The Debtors shall file a motion seeking, or the Bankruptcy Court shall enter, an order (i) approving payment of any prepetition claim in excess of $100,000 in the aggregate other than (x) as provided for in the "first day" and "second day" orders and included in the Budget or (y) otherwise consented to by the Required DIP Lenders in writing; (ii) granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to any

holder of any security interest to permit foreclosure on any assets having a book value in excess of $50,000 in the aggregate; or (iii) except with respect to the Prepetition Credit Agreement as provided in the DIP Orders, approving any settlement or other stipulation in excess of $50,000 in the aggregate not approved by the Required DIP Lenders and not included in the Budget with any secured creditor of the Debtors providing for payments as adequate protection or otherwise to such secured creditor;

(g) Appointment of Trustee or Examiner. An order with respect to any of the Chapter 11 Cases shall be entered by the Bankruptcy Court appointing, or any Debtor, or any affiliate of any Debtor shall file an application for an order with respect to any Chapter 11 Case seeking the appointment of, (i) a trustee under section 1104 or (ii) an examiner with enlarged powers (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code;

(h) Dismissal of Chapter 11 Case. An order shall be entered by the Bankruptcy Court dismissing any of the Chapter 11 Cases which does not contain a provision for termination of the DIP Loan Commitments and payment in full of all DIP Obligations unless otherwise agreed to by the DIP Lenders;

(i) Conversion of Chapter 11. The conversion of any of the Chapter 11 Cases from one under Chapter 11 of the Bankruptcy Code to one under Chapter 7 of the Bankruptcy Code, or if any Debtor files a motion or other pleading seeking the conversion of any of the Cases under section 1112 of the Bankruptcy Code or otherwise unless otherwise agreed to by the DIP Lenders;

(j) Certain Motions with Respect to Chapter 11 Cases. The bringing of a motion or application by any Debtor in any of the Chapter 11 Cases, or the entry of any order by the Bankruptcy Court in any of the Chapter 11 Cases without the express prior written consent of the Required DIP Lenders (and, with respect to any provisions that materially affect the rights or duties of the DIP Agent, the DIP Agent), (i) to obtain additional post-petition financing under section 364(c) or (d) of the Bankruptcy Code that does not provide for the payment of all Obligations in full immediately upon the consummation of such financing; (ii) to revoke, reverse, stay, modify, supplement, or amend any of the DIP Orders in a manner inconsistent with this DIP Term Sheet that is not otherwise consented to by the Required DIP Lenders (and with respect to amendments, modifications, or supplements that affect the rights or duties of the DIP Agent, the DIP Agent); (iii) to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to any Debtor equal or superior to the priority of the DIP Loans (other than the Carve-Out) or the Adequate Protection Claims (as defined in the DIP Orders) (other than the Carve-Out or the administrative expense claims on account of the DIP Facility) or (iv) to grant or permit the grant of a lien on the Collateral (other than a Permitted Lien) that is senior to the liens of the DIP Lenders;

(k) Application for Order by Third Party. An application for any of the orders described in clauses (f), (g), (h), and (i) of this section shall be made by a person other than any Debtor and such application is not contested by the applicable Debtor in good faith or any person obtains a non-appealable final order

charging any of the Collateral under section 506(c) of the Bankruptcy Code against the DIP Agent or the DIP Lenders or obtains a final order adverse to the DIP Agent or the DIP Lenders;

(l) Modification of DIP Orders or DIP Facility Documents. The entry of an order in any of the Chapter 11 Cases amending, supplementing, staying, vacating or otherwise modifying the DIP Facility Documents or the Prepetition Credit Agreement in a manner adverse to the interests of the Lenders;

(m) DIP Orders. The DIP Orders shall cease to create a valid and perfected Lien on the Collateral or to be in full force and effect;

(n) Obligations under DIP Orders. The failure of any Debtor to perform any of its obligations under the DIP Orders or any violation of any of the terms of the DIP Orders, subject to any applicable grace or cure periods set forth therein.

(o) Challenge. The challenge by any Debtor to the validity, extent, perfection or priority of any liens granted under or obligations arising under the Prepetition Credit Agreement;

(p) Exclusive Right to File Chapter 11 Plan. (1) The entry of an order by the Bankruptcy Court terminating or modifying the exclusive right of any Debtor to file a plan of reorganization with respect to the Borrower pursuant to section 1121 of the Bankruptcy Code, without the prior written consent of the Required DIP Lenders; or (2) the filing of a motion seeking to terminate or modify the exclusive right of any Debtor to file a plan of reorganization unless actively contested by such Debtor;

(q) Filing of Unapproved Chapter 11 Plan. The filing of any plan of reorganization or liquidation or disclosure statement attendant thereto, or any amendment, modification or supplement to such plan or disclosure statement, by any Debtor, unless such plan or disclosure statement contains provision for the payment in full of the Prepetition Obligations and the DIP Obligations prior to the Maturity Date (an "Approved Plan");

(r) Approval of Disclosure Statement and Plan. The entry of an order in any of the Chapter 11 Cases approving a disclosure statement in respect of a plan other than an Approved Plan, or the entry of an order confirming a plan or reorganization or liquidation other than an Approved Plan;

(s) Enforceability of DIP Liens. (i) Any Debtor shall attempt to invalidate, reduce, or otherwise impair the liens or security interests of the DIP Agent and/or the DIP Lenders or to subject any Collateral to assessment pursuant to section 506(c) of the Bankruptcy Code; (ii) any lien or security interest created by this DIP Term Sheet or the DIP Orders with respect to Collateral shall, for any reason, cease to be valid; or (iii) any action is commenced by any Debtor that contests the validity, perfection, or enforceability of any of the liens and security interests of the DIP Agent and/or the DIP Lenders created by any of the Interim Order, the Final Order, or this DIP Term Sheet;

(t) Right to Credit Bid. (a) Any Debtor files a motion or application seeking, or the entry of an order precluding the Prepetition Agent, the DIP Agent, or any DIP

	Lender (or their respective designees) from having the right to or being permitted to "credit bid" any amount of the Prepetition Obligations or DIP Obligations with respect to the assets of the Debtors or (b) the Bankruptcy Court enters an order prohibiting, restricting, precluding, or otherwise impairing the unqualified right of the Prepetition Agent, the DIP Agent, or any DIP Lender (or their respective designees) from having the right to or being permitted to "credit bid" any amount of the Prepetition Obligations or DIP Obligations with respect to the assets of the Debtors; (u) Payment of Administrative Claims. The payment of any administrative expense claim of $100,000 or more, unless such claim is expressly set forth in the Budget; (u) Sale of Debtors' Assets. The sale of any of the Debtors' assets (other than pursuant to the Stalking Horse APA) either through a sale under section 363 of the Bankruptcy Code, through a plan confirmed by the Bankruptcy Court in the Chapter 11 Cases, or otherwise, except to the extent that such sale results in the payment in full of the DIP Obligations and Prepetition Obligations prior to the Maturity Date; (v) Bidding Procedures Order. The revocation, reversal, stay, vacation, supplementation or other modification to the Bidding Procedures Order, or the Debtors file a motion or application seeking the same, in each case without the prior written consent of the Required DIP Lenders; (w) Invalidation of Claims. Any Debtor shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of such Debtor) any other person's motion to disallow in whole or in part the DIP Lenders' claims in respect of the obligations under the DIP Facility or contest any provision of this DIP Term Sheet; (x) Adverse Modifications. An Approved Plan or the Confirmation Order, is amended, supplemented, or otherwise modified in a manner that materially affects the rights or duties of the DIP Lenders and/or the DIP Agent without the prior written consent of the Required DIP Lenders (and with respect to amendments, modifications, or supplements that affect the rights or duties of the DIP Agent, the DIP Agent); (y) Withdrawal or Termination of Approved Plan. The withdrawal or termination of the Approved Plan without the prior written consent of the Required DIP Lenders; and (aa) Payments of Prepetition Claims. Any Debtor or any of its affiliates shall have paid or filed a motion seeking the entry of, or the Bankruptcy Court shall have entered, an order approving a payment on account of any prepetition claim in excess of $50,000 (other than as provided for in the "first day" and "second day" orders and included in the Budget), without the prior written consent of the Required DIP Lenders.

	"Default" shall mean any event, act or condition set forth in this section which, with notice or lapse of time, in each case, as set forth above, would (without cure or waiver) constitute an Event of Default under the DIP Facility.
Remedies	Immediately upon the occurrence and during the continuation of an Event of Default, subject to five days' notice to counsel to the Debtors during which the Debtors may seek an emergency hearing before the Court (the "Remedies Notice Period"), the DIP Agent, at the direction of the Required DIP Lenders, shall (without further notice or grace period, unless required by applicable law) take any or all of the following actions: (a) (i) declare all DIP Obligations to be immediately due and payable and (ii) terminate the Debtors' use of cash collateral; and (b) terminate the DIP Facility as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Obligations, the liens under the DIP Facility, or postpetition administrative superpriority claim status; ***provided***, that no further notice or order of the Bankruptcy Court shall be required prior to the exercise of any and all rights and remedies provided for in this DIP Term Sheet, the DIP Documents (as defined in the Interim Order), the Prepetition Credit Agreement or at law; ***provided***, ***further***, that during the five (5) day period following the delivery of notice from the DIP Agent to the Debtors and their counsel, the Debtors may use cash collateral in amounts not to exceed the approved Budget solely (i) to fund operations in accordance with the DIP Term Sheet and Budget and (ii) to fund the Funded Reserve Account (as defined in the Interim Order); ***provided***, ***further***, that the Permitted Variance shall be reduced to 0.00% upon any Termination Event (as defined in the Interim Order). During the Remedy Notice Period, the DIP Agent shall refrain from exercising its rights and remedies provided herein.
Application of Funds	Subject in all respects to the priorities and obligations with respect to, and other terms of, the Carve-Out, in connection with a mandatory prepayment or after the exercise of remedies provided for in this DIP Term Sheet (or after the Loans have automatically become immediately due and payable), any amounts received on account of the DIP Obligations shall be applied by the DIP Agent in the following order: *First*, to payment of that portion of the DIP Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including fees and expenses of counsel to the DIP Agent) payable to the DIP Agent in its capacity as such; *Second*, to payment of that portion of the DIP Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the DIP Lenders (including fees and expenses of counsel to the DIP Lenders), ratably among them in proportion to the amounts described in this clause Second payable to them; *Third*, to payment of that portion of the DIP Obligations constituting unpaid principal and interest of the New Money DIP Loans, ratably among the DIP

	Secured Parties in proportion to the respective amounts described in this clause Third held by them; *Fourth*, to payment of that portion of the DIP Obligations constituting unpaid principal and interest of the Roll-Up Loans, ratably among the DIP Secured Parties in proportion to the respective amounts described in this clause Fourth held by them; *Fifth*, to the payment of all other DIP Obligations of the DIP Secured Parties that are due and payable to the DIP Agent and the other DIP Secured Parties on such date, ratably based upon the respective aggregate amounts of all such DIP Obligations described in this clause Fifth owing to the DIP Agent and the other DIP Secured Parties on such date; and *Last*, the balance, if any, after all of the DIP Obligations have been paid in full, to the Borrower or as otherwise required by Law.
Amendments	No amendment or waiver of any provision of this DIP Term Sheet or the DIP Facility, and no consent to any departure by the Borrower or any DIP Secured Party therefrom, shall be effective unless in writing and agreed by the Required DIP Lenders and the Borrower (which may be in the form of an email or other written communication and which may come from primary counsel to the Lenders or the Borrower, as applicable) and acknowledged by the DIP Agent and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, provided that no such amendment, waiver or consent shall: (a) extend or increase the DIP Loan Commitment of any DIP Lender, without the written consent of each DIP Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Annexes II and III or the waiver of any Default, mandatory prepayment of the DIP Loan Commitments shall not constitute an extension or increase of any DIP Loan Commitment of any DIP Lender); (b) postpone any date scheduled for, or reduce the amount of interest payable in respect of any payment of principal or interest with respect to any DIP Loan or with respect to any fee or premium payable pursuant to Annex I without the written consent of each DIP Lender directly and adversely affected thereby, it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment, any condition precedent or any Event of Default (other than a nonpayment Event of Default) shall not constitute a postponement of any date scheduled for, or a reduction in the amount of, any payment of interest or any payment of fees; (c) reduce the principal of, or the rate of interest specified herein on, any DIP Loan or any fees or other amounts payable hereunder or under this Agreement or any of the DIP Facility Documents without the written consent of each DIP Lender directly and adversely affected thereby; provided that only the consent of the Required DIP Lenders shall be necessary to amend the definition of "Default Rate"; (d) change this provision on amendments or the definition of "Required DIP Lenders" or any other provision specifying the number of DIP Lenders required

	to take any action under the DIP Facility without the written consent of each DIP Lender directly and adversely affected thereby; or (e) amend, modify or waive any provision of this DIP Term Sheet affecting the rights, duties or obligations of the DIP Agent without the prior written consent of the DIP Agent.
Guaranty	All obligations under the DIP Facility will be unconditionally guaranteed, jointly and severally, on a first priority secured basis by each of the Guarantors, including: The Bird Singapore LLC, Yardbird Beverly Hills, LLC, Yardbird Chicago, LLC, Yardbird DC, LLC, Yardbird Denver LLC, Yardbird DFW Concession, LLC, Yardbird DFW Management LLC, Yardbird DFW, LLC, and YB Las Vegas, LLC.
Reimbursement; Indemnity	The Borrower shall pay (i) all costs and expenses incurred by the DIP Agent and the DIP Lenders (including reasonable and documented out-of-pocket fees and disbursements of one outside counsel), in each case incurred in connection with the DIP Facility, and the preparation, execution, delivery and administration of this DIP Term Sheet and any amendments, modifications or waivers of the provisions hereof and (ii) all costs and expenses incurred by the DIP Agent or any DIP Lender, including the reasonable and documented out-of-pocket fees, charges and disbursements of counsel for the DIP Agent and the DIP Lenders, in connection with the preservation, enforcement or protection of any rights or remedies (A) in connection with the DIP Facility or this DIP Term Sheet (including all such reasonable and documented out-of-pocket costs and expenses incurred during any legal proceeding, including any proceeding under any debtor relief laws) or (B) in connection with the DIP Loans to be made hereunder, including all such reasonable and documented out-of-pocket costs and expenses incurred during any workout, restructuring or negotiations in respect of such DIP Loans, which shall be payable by Borrower within ten (10) business days after notice thereof absent objection and without the requirement for Court approval. The Borrower shall defend, protect, indemnify, pay and hold harmless the DIP Agent and each DIP Lender and each of their respective officers, directors, affiliates, attorneys, employees and agents (each an "Indemnified Party") for and from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, fees, costs, charges, expenses and disbursements of any kind or nature whatsoever (including reasonable and documented out-of-pocket fees and disbursements of one outside counsel) arising out of or in any way relating to or as a consequence, direct or indirect, of: (i) this DIP Term Sheet, the DIP Facility, any documents or instruments relating thereto, and/or the transactions contemplated hereby or thereby, (ii) any action or failure to act or action taken only after delay or the satisfaction of any conditions by any Indemnified Party in connection with and/or relating to the negotiation, execution, delivery or administration of the DIP Term Sheet, the DIP Facility established hereunder, any documents or instruments relating thereto, and/or the transactions contemplated hereby, (iii) Borrower's failure to observe, perform or discharge any of its covenants, obligations, agreements or duties under or breach of any of the representations or warranties made in this DIP Term Sheet, (iv) the enforcement of any of the rights and remedies of the DIP Agent or any DIP Lender under this DIP Term Sheet and any documents or instruments relating thereto, (v) any threatened or actual imposition of fines or penalties, or disgorgement of benefits, for violation of any anti-terrorism law by the Borrower, and (vi) any claim, litigation, proceeding or investigation instituted or conducted by any governmental body or instrumentality or any other person with respect to any aspect of, or any

	transaction contemplated by, or referred to in, or any matter related to, this DIP Term Sheet, the DIP Facility, any documents or instruments relating thereto, whether or not the DIP Agent or any DIP Lender is a party thereto; except to the extent any portion of such claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, fees, costs, charges, expenses and disbursements are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. To the extent that the Borrower fails to pay any amount required to be paid by it to the DIP Agent, each DIP Lender severally agrees to pay to the DIP Agent such DIP Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the DIP Agent in its capacity as such. For purposes hereof, a DIP Lender's "pro rata share" shall be determined based upon its share of the aggregate outstanding DIP Loans and unused DIP Commitments at such time (or if all such amounts have been reduced to zero, at the time immediately preceding such reduction). The foregoing reimbursement and indemnification obligations of the Borrower and the DIP Lenders shall survive the payment in full of the DIP Obligations, the termination of the DIP Facility and the resignation or removal of the DIP Agent.
Assignments and Participations	The DIP Lenders shall have the right to assign the DIP Loans, (a) subject to (i) the Borrower's consent (such consent not to be unreasonably withheld or delayed), unless (A) an Event of Default has occurred and is continuing, in which case no such consent of the Borrower shall be required, or (B) such assignment is to a Permitted Assignee (as defined below) and (ii) the DIP Agent's consent other than any assignment to a DIP Lender or any of its affiliates; and (b) so long as any such assignee of the DIP Loans has signed an assignment and provided the DIP Agent with the required details specified in the succeeding paragraph. No affiliate of the Debtors shall become a DIP Lender. The parties to each assignment shall execute and deliver to the DIP Agent customary assignment documentation reasonably acceptable to the DIP Agent, together with the processing and recordation fee of $3,500 (which may be waived in the DIP Agent's sole discretion), and the assignee DIP Lender shall deliver to the DIP Agent an administrative questionnaire, and all required tax forms and "know your customer" documentation. "Permitted Assignees" shall mean: (a) the DIP Agent, any DIP Lender or any of their affiliates; (b) a federal or state chartered bank, a United States branch of a foreign bank, an insurance company, or any finance company generally engaged in the business of making commercial loans; (c) any fund that is administered or managed by the DIP Agent or any DIP Lender, an affiliate of the DIP Agent or any DIP Lender or a related entity; or (d) any other "accredited investor" (as defined in Regulation D under the Securities Act) or "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that is in the business of making, purchasing, holding, or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business; provided, that no Disqualified Lender shall constitute a Permitted Assignee.

	"Disqualified Lender" means (a) those Persons that are bona fide operating company competitors of the Debtors, as identified in writing by Borrower to DIP Agent on or prior to the Closing Date, as such list may be modified from time to time by the Borrower in writing to the DIP Agent, or (b) any Person that is clearly identifiable, solely on the basis of such Person's name, as an Affiliate of any Person referred to in clause (a) above. The DIP Agent shall not provide or confirm the list of Disqualified Lenders to any DIP Lender or potential assignee, but shall confirm, upon the request of any DIP Lender, whether a particular Person is a Disqualified Lender. The DIP Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each DIP Loan assignment delivered to it and a register for the recordation of the names and addresses of the DIP Lenders, and the DIP Commitment of, and principal and interest amounts of the DIP Loans owing to, each DIP Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the DIP Agent and the DIP Lenders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a DIP Lender hereunder for all purposes of this DIP Term Sheet, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any DIP Lender at any reasonable time and from time to time upon reasonable prior notice.
Governing Law	The Debtors submit to the exclusive jurisdiction and venue of the Bankruptcy Court or, in the event that the Bankruptcy Court does not have or does not exercise jurisdiction, then in any state or federal court of competent jurisdiction in the state, county, and city of New York, borough of Manhattan, and shall waive any right to trial by jury. New York law shall govern this DIP Term Sheet and the DIP Facility.
Releases	Each Debtor, for itself and its successors, assigns, parents, subsidiaries, affiliates, predecessors, employees, agents, heirs and executors, as applicable, hereby fully and unconditionally releases each of the DIP Agent and DIP Lenders, and their respective directors, officers, employees, subsidiaries, affiliates, attorneys, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, causes of action, costs or demands of whatever kind or nature, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, or matured or unmatured, which such Debtor may have had against the Released Parties by reason of any act or omission on the part of the Released Parties occurring prior to the date hereof, in each case regarding or relating to this DIP Term Sheet, the DIP Facility, the Prepetition Credit Agreement, or any document or instrument relating thereto (collectively, the "Released Matters"). Each Debtor represents and warrants that (i) it has no knowledge of any such claims by it against the Released Parties and (ii) that the foregoing constitutes a full and complete release of all such claims.
DIP Agent	Each of the DIP Lenders irrevocably (i) designates and appoints Brightwood Loan Services LLC to act on its behalf as the DIP Agent under the DIP Facility, this DIP Term Sheet and under any documents related to the DIP Facility and (ii) authorizes the DIP Agent to take such actions on such DIP Lender's behalf and to exercise such powers as are expressly delegated to the DIP Agent by the terms of this DIP Term Sheet, together with such actions and powers as are reasonably incidental thereto.

	The Borrower agrees to pay to the DIP Agent for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the DIP Agent pursuant to a fee letter between the Borrower and the DIP Agent. The use of the term "agent" in this DIP Term Sheet or in any document related to the DIP Facility (or any other similar term) with reference to the DIP Agent is not intended to connote any fiduciary or other implied (or express) obligations (regardless of whether a default or Event of Default has occurred and is continuing) arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between the DIP Agent and the DIP Lenders or the Borrower, as applicable. The DIP Agent shall have no duties or obligations except those expressly set forth in this DIP Term Sheet and the DIP Orders. Without limiting the generality of the foregoing, the DIP Agent: a) shall not have any duty to take any discretionary action or exercise any discretionary powers, and shall not be required to exercise any discretion or to take any action, but shall be required to act or refrain from acting (and shall be fully protected in so acting or refraining from acting) as directed in writing by the Required DIP Lenders (or such other number or percentage of the DIP Lenders as shall be expressly provided for in this DIP Term Sheet); provided that the DIP Agent shall not be required to take any action (i) unless it is furnished with an indemnification satisfactory to such DIP Agent from the DIP Lenders with respect thereto or (ii) that, in its opinion or the opinion of its counsel, may expose the DIP Agent to liability or that is contrary to this DIP Term Sheet or applicable law; b) shall not, except as expressly set forth in this DIP Term Sheet, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its affiliates that is communicated to or obtained by the DIP Agent; c) shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; d) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required DIP Lenders or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgment; e) shall not be deemed to have knowledge of any default or Event of Default unless and until written notice describing such default or Event of Default conspicuously marked as a "notice of default" is given to the DIP Agent by the Borrower or a DIP Lender and received by the DIP Agent;

f) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this DIP Term Sheet or any document related hereto, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance, observance or satisfaction of any of the covenants, agreements or other terms or conditions set forth herein (including any conditions precedent to any borrowing hereunder), (iv) the validity, enforceability, effectiveness or genuineness of this DIP Term Sheet or any other agreement, instrument or document related hereto, (v) the creation, perfection or priority of any lien or security interests purported to be granted to the DIP Agent pursuant to this DIP Term Sheet or any other document related hereto, (vi) the value or the sufficiency of any collateral, or (vii) the satisfaction of any condition set forth in this DIP Term Sheet;

g) shall not be liable for any indirect, special, punitive or consequential damages (including, without limitation, lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action;

h) shall be entitled to conclusively rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person;

i) may conclusively rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon; and

j) may consult with legal counsel, independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

DIP Agent shall not be required to exercise any discretion and any provisions of this DIP Term Sheet or any related document that authorize and permit the DIP Agent to approve, disapprove, determine, act or decline to act in its discretion shall be subject to DIP Agent receiving written direction from the Required DIP Lenders to take such action or to exercise such rights. Upon request by DIP Agent, the Required DIP Lenders shall confirm in writing the DIP Agent's authority to take any action in accordance with the terms of this DIP Term Sheet and any related documents and may refrain from acting until such confirmation has been provided.

No provision of this DIP Term Sheet, the DIP Orders or any related document shall require DIP Agent to take any action that it reasonably believes to be contrary to applicable law or to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

If at any time DIP Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, DIP Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate, and if DIP Agent complies with any such judicial or

	administrative order, judgment, decree, writ or other form of judicial or administrative process, DIP Agent shall not be liable even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect. DIP Agent may perform any and all of its duties and exercise its rights and powers under this DIP Term Sheet or any related document by or through any one or more sub-agents appointed by DIP Agent. DIP Agent shall not be responsible for the acts or omissions of any sub-agents selected by it without gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgment. The exculpatory provisions of this DIP Term Sheet shall apply to any such sub-agent. DIP Agent may resign upon thirty (30) days' notice to DIP Lenders and Borrower. Upon receipt of any such notice of resignation, Required DIP Lenders shall have the right, with Borrower's consent (such consent not to be unreasonably withheld or delayed) unless an Event of Default has occurred and is continuing, to appoint a successor. The Required DIP Lenders may, to the extent permitted by applicable law, by notice in writing to the DIP Agent remove the DIP Agent as DIP Agent and, with the consent of the Borrower (such consent not to be unreasonably withheld or delayed) unless an Event of Default has occurred and is continuing, to appoint a successor. If no successor shall have been appointed by Required DIP Lenders and shall have accepted such appointment within thirty (30) days after DIP Agent gives notice of its resignation, then the resignation of DIP Agent shall nonetheless become effective in accordance with such notice on such thirtieth (30th) day. Upon the effectiveness of DIP Agent's resignation hereunder, the exculpatory, reimbursement and indemnification provisions of this DIP Term Sheet shall continue in effect for the benefit of DIP Agent in respect of any actions taken or omitted to be taken by it while acting as DIP Agent. To the extent required by any applicable law (as determined in good faith by DIP Agent), DIP Agent may deduct or withhold from any payment to any DIP Lender an amount equivalent to any applicable withholding tax. Each DIP Lender hereby agrees that (i) if DIP Agent notifies such DIP Lender that DIP Agent has determined in its sole discretion that any funds received by such DIP Lender from DIP Agent were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such DIP Lender (whether or not known to such DIP Lender) and demands the return of such erroneous payment, such DIP Lender shall promptly, but in no event later than [one (1)] business day thereafter, return to DIP Agent the amount of any such erroneous payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such erroneous payment (or portion thereof) was received by such DIP Lender to the date such amount is repaid to DIP Agent in same day funds at a rate determined by DIP Agent in accordance with banking industry rules on interbank compensation from time to time in effect and (ii) to the extent permitted by applicable law, such DIP Lender shall not assert any right or claim to the erroneous payment, and hereby waives, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by DIP Agent for the return of any erroneous payments received,

	including without limitation waiver of any defense based on "discharge for value" or any similar doctrine. In no event shall DIP Agent be required to provide any release (including any release of any lien on any collateral) unless and until it receives a certificate of a responsible officer of the Borrower certifying that such release and the transactions related thereto (and the execution and delivery of any instruments or documents by DIP Agent in connection therewith) are authorized or permitted by the terms of this DIP Term Sheet and any related document, upon which DIP Agent shall be entitled to conclusively rely without incurring liability therefor. Upon request by DIP Agent, Required DIP Lenders shall confirm DIP Agent's authority to provide any release requested by Borrower.
Required DIP Lenders	Non-defaulting DIP Lenders holding DIP Loans and DIP Loan Commitments representing more than 50% of the aggregate total outstanding DIP Loans and DIP Loan Commitments (the "Required DIP Lenders").
Credit Bidding	The DIP Agent (directly or via one or more acquisition vehicles) at the direction of the Required DIP Lenders shall have the right to credit bid all or any portion of the DIP Obligations (including any Roll-Up Loans), plus all fees, premiums, and other amounts that increase the DIP Lenders' secured claim. The DIP Agent, at the direction of the Required DIP Lenders and on behalf of the DIP Secured Parties, shall have the absolute right to assign, sell, or otherwise dispose of its right to credit bid in connection with any credit bid by or on behalf of the DIP Secured Parties to any acquisition entity or joint venture formed in connection with such bid. The Prepetition Agent (directly or via one or more acquisition vehicles), at the direction of the Required Lenders (as defined in the Prepetition Credit Agreement), shall have the right to credit bid all or any portion of the Prepetition Obligations outstanding at the time of such credit bid (reflecting all reductions on a dollar-for-dollar basis by the Roll-Up). For the avoidance of doubt, the DIP Lenders' credit bid amount shall include: (i) all outstanding principal on the New Money DIP Loans; (ii) all outstanding principal on the Roll-Up Loans; (iii) all accrued and unpaid interest (including PIK interest) on the DIP Loans; (iv) all fees, premiums, and expenses owing under the DIP Facility (including the Exit Premium, if applicable); and (v) any other amounts constituting DIP Obligations.

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Annex I

Interest, Premiums, Fees, Etc.

Interest Rate	New Money DIP Loans will bear interest at Term SOFR (subject to a 1.00% floor) plus a margin of 12.0*0% per* annum, which will be paid-in-kind monthly. Roll-Up Loans will bear interest at Term SOFR (subject to a 1.00% floor) plus a margin of 12.00% *per annum*, which will be paid-in-kind.
Default Interest:	During the continuance of an Event of Default, the New DIP Money Loans and all other outstanding obligations under the DIP Facility will bear interest at an additional 2% *per annum* above the interest rate otherwise applicable.
Closing Premium:	2.00% of the New Money DIP Loans to be paid-in-kind on the Closing Date.
Exit Premium:	2.00% of the DIP Loans to be paid in cash on the Maturity Date; *provided* that the Exit Premium shall not be due and owing in the event the DIP Lenders acquire substantially all, or a portion of, the Debtors' assets in connection with the credit bid.

"**Term SOFR**" means, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited as administrator of the Term SOFR Reference Rate (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent with the consent of the Borrower).

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR.

"**U.S. Government Securities Business Day**" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association

recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government Securities.

Annex II

Conditions Precedent to Effectiveness

A. The DIP Agent and the DIP Lenders shall have received evidence that the Bankruptcy Court shall have entered the Interim Order, which Interim Order shall not have been vacated, reversed, modified, amended or stayed.

B. First-day motions and related orders (including, without limitation, any motions related to the DIP Facility, cash management and any critical vendor or supplier motions) entered by the Bankruptcy Court in the Chapter 11 Case shall, in each case, be reasonably satisfactory to the DIP Agent and DIP Lenders.

C. The DIP Agent and DIP Lenders shall have received officer's certificates executed by an Officer of the Borrower, certifying that the conditions set forth in clauses (E) and (F) of this **Annex II**, and clauses (A) and (B) of **Annex III** have been satisfied.

D. The absence of a material adverse change, or any material event or occurrence, other than as a result of the commencement of the Chapter 11 Cases or any material event, circumstance, or condition leading up to, related to or resulting from the Chapter 11 Cases, which has had or could reasonably be expected to result in a material adverse change, in (i) the business, condition (financial or otherwise), operations, performance, properties, contingent liabilities, material agreements or prospects of the Debtors, taken as a whole, since the Petition Date, (ii) the ability of the Debtors to perform its obligations hereunder or (iii) the ability of the DIP Agent and the DIP Lenders to enforce the documentation entered into in connection herewith (any of the foregoing being a "Material Adverse Change").

E. There shall exist no action, suit, investigation, litigation or proceeding pending or (to the knowledge of the Debtors) threatened in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases and any action, suit, investigation or proceeding arising from the commencement and continuation of the Chapter 11 Cases or the consequences that would normally result from the commencement and continuation of the Chapter 11 Cases) that is not stayed and could reasonably be expected to result in a Material Adverse Change.

F. All governmental and third party consents and approvals necessary in connection with the DIP Facility and the transactions contemplated hereby and thereby shall have been obtained (without the imposition of any materially adverse conditions that are not acceptable to the DIP Agent and DIP Lenders) and shall remain in effect; and the making of the loans under the DIP Facility shall not violate any material applicable requirement of law and shall not be enjoined temporarily, preliminarily or permanently.

G. The DIP Agent and each DIP Lender who has requested the same (at least three (3) business days prior to the Closing Date) shall have received "know your customer" and similar customary information.

H. The DIP Agent and DIP Lenders shall have a valid and perfected lien on and security interest in the Collateral with the priority set forth in this DIP Term Sheet, it being agreed that entry of the DIP Orders shall satisfy this condition.

I. The Debtors shall have agreed to the uniform commercial code financing statements in suitable form for filing by the DIP Lenders.

J. The DIP Agent and the DIP Lenders shall have received the initial Budget.

Annex III

Conditions Precedent to Funding of all New Money DIP Loans

A. The representations and warranties of the Debtors set forth in the DIP Term Sheet shall be true and correct in all material respects on and as of the date of such draw; provided (i) that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; and (ii) that, in each case, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on the date of such credit extension or on such earlier date, as the case may be.

B. At the time of and immediately after giving effect to such draw, no Default or Event of Default shall have occurred and be continuing.

C. The Debtors shall have delivered to the DIP Agent a "Borrowing Request" in substantially the form attached hereto as Annex VII in connection with such borrowing within the time frame set forth in this DIP Term Sheet.

D. The DIP Agent and the DIP Lenders shall have received, or shall receive concurrently with the funding of the New Money DIP Loans, all fees and other amounts due and payable, including reimbursement or payment of all reasonable and documented out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel) required to be reimbursed or paid by the Debtors, including all reasonable and documented out-of-pocket expenses of counsel to the DIP Agent and counsel to the DIP Lenders).

E. Solely with respect to the funding of the draws following the funding of the Interim Facility, the Bankruptcy Court shall have entered the Final Order, and the DIP Agent and the DIP Lenders shall have received a true and complete copy of the Final Order, and such order shall be in full force and effect and shall not have been reversed, modified, amended, stayed or vacated. All applicable Milestones that are required to be complied with prior to or concurrently with the entry of the Final Order and the fundings of any draws following the funding of the Interim Facility shall have been complied with (or waived by the DIP Lenders).

F. The Debtors shall be in compliance in all material respects with the DIP Orders.

Annex IV

Covenants

Subject to the DIP Orders [and except as otherwise set forth herein], the covenants contained in Sections 5 (Affirmative Covenants) and 6 (Negative Covenants) of the Prepetition Credit Agreement (as amended through Amendment No. 2), together with all related definitions and ancillary provisions, all as in effect from time to time, are hereby incorporated herein by reference *mutatis mutandis* for the benefit of the DIP Agent and the DIP Lenders; *provided* that the following provisions of the Prepetition Credit Agreement shall not be incorporated by reference:

a) Section 6.1(i) (intercompany Indebtedness), solely with respect to Indebtedness of Borrower or any of its Subsidiaries owing to Borrower or any of its Subsidiaries (it being understood that the proviso to Section 6.1(i), including clauses (i) through (iv) thereof, and any guaranties by Borrower or any of its Subsidiaries of Indebtedness of Borrower or any of its Subsidiaries permitted thereunder, shall remain incorporated by reference);

b) Section 6.1(j) (Indebtedness incurred in Permitted Acquisitions or other permitted Investments);

c) Section 6.1(m) (additional unsecured Indebtedness basket);

d) Section 6.1(n) (Purchase Money Indebtedness or Capital Lease Obligations assumed or acquired in connection with any Permitted Acquisition);

e) Section 6.1(o)(i) (Approved Junior Financing);

f) Section 6.1(p) (Permitted Refinancing);

g) Section 6.1(s) (Main Street Loan Obligations);

h) Section 6.1(t) (Indebtedness to current or former officers, managers, consultants, directors and employees to finance purchase or redemption of Equity Interests);

i) Section 6.1(v) (deferred compensation and stock-based compensation Indebtedness);

j) Section 6.1(x) (Capital Leases, Purchase Money Indebtedness and other equipment financing arrangements at Specified Lease Locations);

k) Section 6.2 (Liens), solely with respect to the first paragraph thereof (and not the Permitted Encumbrances and other exceptions set forth in clauses (a) through (h) thereof, which shall remain incorporated by reference, except that clause (b)(xi) (Liens on cash earnest money deposits in connection with permitted Investments) shall also not be incorporated by reference) – in lieu of such first paragraph, the Debtors shall comply with the restrictions on Liens set forth in this DIP Term Sheet, including the definition of "Permitted Liens" set forth herein;

l) Section 6.6(b) (promissory notes, securities and other non-cash consideration received in connection with Dispositions);

m) Section 6.6(g) (advances, loans or extensions of credit to officers, directors and employees);

n) Section 6.6(h) (Investments of any Person existing at the time such Person becomes a Subsidiary);

o) Section 6.6(j) (Permitted Intercompany Investments and Investments by Borrower into any Credit Party);

p) Section 6.6(k) (Intercompany Subordinated Indebtedness);

q) Section 6.6(l) (Permitted Acquisitions);

r) Section 6.6(m) (Closing Date Transactions);

s) Section 6.6(q) (cash earnest money deposits in connection with Investments or Dispositions);

t) Section 6.6(r) (additional Investments basket);

u) Section 6.6(s) (formation of new Subsidiaries);

v) Section 6.6(t) (loans and advances to Parent in lieu of Restricted Payments), provided that the remaining clauses of Section 6.6 (Investments) shall remain incorporated by reference; *provided further* that the Debtors may make Investments to the extent expressly permitted by the DIP Orders.

The Debtors covenant and agree that they shall perform and observe each of the covenants set forth in Sections 5 and 6 of the Prepetition Credit Agreement (other than as set forth in the preceding clauses (a) through (v)) as if (i) each reference therein to "Administrative Agent", "Collateral Agent", "Lender" and similar expressions were references to the DIP Agent and DIP Lender under this DIP Facility, as applicable, (ii) each reference therein to "Default" or "Event of Default" and similar expressions were references to "Default" or "Event of Default", respectively, under this DIP Facility, (iii) each reference to "Agreement" were a reference to this DIP Facility, and (iv) each reference to "Closing Date" were a reference to the "Closing Date" of the DIP Facility.

Additional Covenants:

A. Retention of Chief Restructuring Officer. The Debtors shall retain Albert Altro of Traverse LLC as the Debtors' Chief Restructuring Officer. The Debtors shall file a retention application with the Bankruptcy Court to retain such Chief Restructuring Officer and seek approval of the retention application at the "second day" hearing.

B. Chapter 11 Case Filings. The Debtors shall use commercially reasonable efforts to provide to the DIP Agent and the legal advisors to the DIP Lenders promptly after

the same is available, copies of all pleadings, motions, applications and other documents filed by or on behalf of any Debtor with the Bankruptcy Court in the Chapter 11 Cases, including all motions for "first day" and "second day" relief.

C. Orders. The Debtors shall comply with each order entered by the Bankruptcy Court in the Chapter 11 Cases.

D. Information Rights. The Debtors shall provide the DIP Agent, the DIP Lenders, and their respective advisors and representatives with reasonable access to information (including historical information) and management and executive personnel regarding strategic planning, cash and liquidity management, and operational and restructuring activities, except to the extent access to such information would compromise the Debtors' attorney-client privilege.

E. Business Operations. Absent consultation with the DIP Lenders, the Debtors shall not modify or alter (i) in any material manner the nature and type of their business or the manner in which such business is conducted or (ii) in any manner materially adverse to the DIP Agent or the DIP Lenders, any Debtor's organizational documents, except as required by the Bankruptcy Code or Bankruptcy Court order.

F. Subrogation. The Debtors shall not assert any right of subrogation or contribution against any other Debtor until all borrowings under the DIP Facility are paid in full as provided herein and the commitments are terminated.

G. No Payments. The Debtors shall not make any payment of principal or interest or otherwise on account of any prepetition indebtedness or payables, other than as contemplated as adequate protection herein or in the DIP Orders or payments (i) agreed in writing by the Required DIP Lenders and authorized by the Bankruptcy Court or (ii) authorized by the Bankruptcy Court pursuant to "first day" or "second day" relief.

H. Management Calls. The Debtors shall (i) promptly following requests therefor, furnish to the Chief Restructuring Officer all information and documentation relating to management (which, for the avoidance of doubt, will not be limited to senior management) of the Debtors, and (ii) from time to time make available to the Chief Restructuring Officer, upon reasonable advance notice and at reasonable times, all members of management (senior or otherwise) of the Debtors as requested by the Chief Restructuring Officer or the DIP Agent for a reasonable number of meetings and conference calls, which members of management shall engage in such meetings and calls in good faith.

Annex V

Representations and Warranties

Each Debtor represents and warrants to the DIP Lenders and the DIP Agent that (i) the execution of this DIP Facility has been duly authorized and this DIP Facility has been duly and validly executed and delivered by such Debtor and constitutes such Debtor's legal, valid and binding obligation, enforceable against it in accordance with its terms; (ii) the Borrower has the subsidiaries listed on Schedule 3.1 to the Prepetition Credit Agreement (as amended); and (iii) the provisions of Section 4 (Representations and Warranties) of the Prepetition Credit Agreement (except for Sections 4.19 and 4.22), together with all related definitions and ancillary provisions, (as amended, waived or otherwise modified on or prior to the Closing Date of the DIP Facility), are hereby incorporated herein by reference to the extent applicable (and for the avoidance of doubt, only to the extent relevant for the transactions contemplated by this DIP Term Sheet) (*provided* that any representation relating to no defaults or events of default shall be read to start with "Except for the Chapter 11 Cases,") *mutatis mutandis* for the benefit of the DIP Agent and the DIP Lenders, and each Debtor hereby makes each of those representations and warranties as if (A) each reference therein to "this Agreement" were to this DIP Facility, (B) each reference therein to "Closing Date" were references to the "Closing Date" of the DIP Facility and (C) each reference therein to "Obligations" includes all DIP Obligations.

Annex VI

Interim Order

[To be attached.]

Annex VII

BORROWING REQUEST

Brightwood Loan Services, LLC
810 Seventh Avenue, 26th Floor
New York, NY 10019
Attention: Loan Operations
Telephone: 646-368-8265
Facsimile: 646-537-2648
Email: finance@brightwoodlp.com

Date: [•], 2026

Ladies and Gentlemen:

Reference is hereby made to that certain Senior Secured Superpriority Debtor-In-Possession Term Loan Facility Term Sheet (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Term Sheet"), by and among Yardbird Group LLC, (the "Borrower"), the DIP Lenders from time to time party thereto and Brightwood Loan Services, LLC, as administrative agent and collateral agent. Capitalized terms defined in the Term Sheet are used herein with the same meanings unless otherwise defined herein.

The Borrower hereby gives you notice pursuant to the DIP Term Sheet that it requests the borrowings provided for under the DIP Term Sheet to be made on the date specified below, and in that connection sets forth below the terms on which the borrowings are requested to be made:

(A)	Date of borrowing (which shall be a Business Day):	[•], 2026
(B)	The requested borrowing is of:	New Money DIP Loans
(C)	Aggregate Principal Amount of Borrowing:	$[•]
(D)	Index:	[Term SOFR]
(E)	Interest Period:	[One (1) month]

(F) Amount, Account Number and Location of the Borrower's account:

Wire Transfer Instructions:	
Amount	$[•]
Bank:	[•]
ABA No.:	[•]
Account No.:	[•]
Account Name:	[•]

The undersigned officer of the Borrower hereby certifies, on behalf of the Borrower and not individually, as of the date hereof and after giving effect to the borrowing specified herein, as follows:

1. The representations and warranties of the Borrower set forth in the DIP Term Sheet are true and correct in all material respects on and as of the date hereof; ***provided*** that, to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; ***provided further*** that any representation and warranty that is qualified as to "materiality", "material adverse effect" or similar language is true and correct in all respects on the date hereof or on such earlier date, as the case may be; and

2. At the time of and immediately after giving effect to the borrowing specified herein, no Default or Event of Default has occurred and is continuing.

The Borrower hereby (a) acknowledges the obligations and agreements set forth in the DIP Term Sheet; (b) reaffirms in full all of the obligations and agreements set forth therein, including without limitation the obligation to repay the DIP Loans and DIP Obligations and the grant of a security interest in the Collateral set forth therein, and its commitment to be bound thereunder and (c) agrees that the DIP Term Sheet is and shall remain in full force and effect.

[*Signature Page Follows*]

YARDBIRD GROUP LLC

By: _____
Name:
Title:

Annex VIII

New Money DIP Loan Commitments

[On file with DIP Agent]