

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

In re)	
)	Chapter 11
)	
Mosaic Companies, LLC, <i>et al.</i> , ¹)	Case No. 25-11296
)	
Debtors.)	Jointly Administered
)	
)	Re: D.I. 22

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105,
361, 362, 363, 503, 506, 507, AND 552 (I) AUTHORIZING
THE DEBTORS TO OBTAIN POSTPETITION SECURED
SUPERPRIORITY FINANCING, (II) GRANTING LIENS AND
SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) AUTHORIZING
USE OF CASH COLLATERAL, (IV) GRANTING ADEQUATE PROTECTION
TO PREPETITION SECURED PARTIES, (V) MODIFYING THE AUTOMATIC STAY,
(VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF**

Upon the motion, dated July 8, 2025 (the “Motion”)² of Mosaic Companies, LLC and its affiliated debtors as debtors and debtors in possession in the above-captioned chapter 11 cases (the “Debtors”), pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of the Bankruptcy Code, rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 4001-2 of the Local Rules of the United States Bankruptcy Court for the District of Delaware, for entry of an interim order (this “Interim Order”) and a final order (the “Final Order”) authorizing the Debtors to:

- (i) obtain secured postpetition financing on a superpriority basis (the “DIP Facility”) consisting of (a) revolving credit loans (the “DIP Loans”) up to the maximum aggregate principal amount (inclusive of the Prepetition ABL Obligations) of \$15,000,000, of which \$9,000,000 shall be available on an interim basis pursuant

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal EIN, are as follows: Mosaic Companies, LLC (0759); Surfaces Southeast HoldCo, LLC (8822); Mosaic Midco, LLC (0759); Retile, LLC (7285); Wallec Enterprises, LLC (4482); CAYP, LLC (6869); Surfaces Southeast, LLC (9283); Walker & Zanger, LLC (6215); WZCA Holdings, LLC (9859); Mustang Stone Quarries, LLC (9922). The Debtors’ mailing address is 400 Technology Ct., Ste R, Smyrna, GA 30082.

² Capitalized terms used, but not otherwise defined, herein shall have the same meanings ascribed to such terms in the Motion or DIP Credit Agreement (in the form attached hereto) as applicable.

to the terms of this Interim Order and (b) a roll-up of Prepetition ABL Obligations (as defined below) on the terms set out herein, in each case pursuant to the terms and conditions of that certain Superiority Secured Debtor-in-Possession ABL Credit Agreement, dated as of July [•], 2025 (as amended, supplemented, restated, or otherwise modified from time to time, the “DIP Credit Agreement”), by and among the Debtors and Truist Bank in its capacity as administrative agent and collateral agent (in such capacities, the “DIP Agent”), and the sole post-petition lender (in such capacity, the “DIP Lender” and, together with the DIP Agent, the “DIP Secured Parties”), substantially in the form attached hereto as **Exhibit 1**;

- (ii) execute and enter into the DIP Credit Agreement and any related documents or instruments (collectively, the “DIP Documents”), and to perform such other and further acts as may be required under or in connection therewith;
- (iii) grant the DIP Secured Parties security interests, liens, and superpriority claims (including superpriority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code and liens pursuant to sections 364(c)(2), 364(c)(3), and 364(d)(1) of the Bankruptcy Code), and related protections to secure all obligations of the Debtors under and with respect to the DIP Facility as provided in this Interim Order, the DIP Credit Agreement, and the DIP Documents;
- (iv) use the proceeds from the DIP Facility and “cash collateral”, as such term is defined in section 363(a) of the Bankruptcy Code (“Cash Collateral”), of the Prepetition Secured Parties (as defined below) pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 6004, for working capital and general corporate purposes only, including (A) payment of professional fees and expenses of the Debtors, the Creditors’ Committee (as defined below) the DIP Agent, and the Prepetition Agents (as defined below), (B) repayment of the Prepetition Loan Obligations in accordance with the terms hereof, and (C) payment of other items in accordance with this Interim Order and the budget annexed to this Interim Order as **Exhibit 2** (as the same may be modified from time to time with the consent of the DIP Agent and the Prepetition Agents, the “Budget”), subject to the variance permitted under the DIP Credit Agreement;
- (v) grant adequate protection to the Prepetition Secured Parties in the form of (A) replacement liens pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code and superpriority adequate protection claims pursuant to section 507(b) of the Bankruptcy Code, in each case, to the extent of Diminution in Value (as defined below), (B) payment of professional fees and expenses, (C) cash payments in the amount of non-default interest due under (I) the Prepetition ABL Credit Agreement and (II) beginning with the interest payment due under the Prepetition Term Loan Credit Agreement on or about October 8, 2025, the Prepetition Term Loan Credit Agreement, (D) subject to entry of the Final Order, a waiver of the “equities of the case” exception under section 552 of the Bankruptcy Code and a waiver of any rights to charge collateral of the Prepetition Secured Parties pursuant to section

506(c) of the Bankruptcy Code, and (E) information rights as set forth in this Interim Order;

- (vi) grant further adequate protection to the Prepetition Secured Parties (as defined below) in the form of certain payments of the Prepetition Loan Obligations on the terms set forth herein;
- (vii) modify the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to permit the Debtors and the DIP Agent and the DIP Lender to implement the terms of this Interim Order, the DIP Credit Agreement, and the DIP Documents;
- (viii) waive any stay otherwise applicable pursuant to the Bankruptcy Rules and providing for the immediate effectiveness of this Interim Order; and
- (ix) schedule a final hearing (the “Final Hearing”) on the Motion no later than thirty (30) calendar days after the entry of this Interim Order to consider entry of the Final Order authorizing the balance of the borrowings under the DIP Credit Agreement and the DIP Documents on a final basis, and approve notice procedures with respect thereto;

all as more fully set forth in the Motion and this Interim Order; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 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; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been provided to the Notice Parties (as defined below) in accordance with the Bankruptcy Rules and the Local Rules; and the Court having reviewed the Motion and the *Declaration of Randall Jackson in Support of Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”); and the Court having held a hearing to consider the relief requested in the Motion on an interim basis (the “Interim Hearing”); and upon the First Day Declaration, and the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein

and that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 4001(c)(2) and is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:

A. Petition Date. On July 8, 2025, (the “Petition Date”) the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “Court”) commencing the chapter 11 cases (the “Chapter 11 Cases”). The Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Jurisdiction and Venue. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with the Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

C. Notice. The Debtors have provided notice of the Motion and the Interim Hearing to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the holders of the thirty (30) largest unsecured claims against the Debtors, (iii) attorneys for the DIP Agent; (iv) attorneys for the Prepetition ABL Agent; (v) attorneys for the Prepetition Term Loan Agent; (vi) all known parties with liens of record on assets of the Debtors as of the Petition Date; and (vii) any other party entitled to notice pursuant to Local Rule 9013-1(m) (collectively, the “Notice Parties”).

D. Adequacy of Notice. Under the circumstances, requisite notice of the Motion and the relief requested thereby has been provided in accordance with the Local Rules and the Bankruptcy Rules, and no further or other notice of the interim relief sought in the Motion or at the Interim Hearing is necessary or required.

E. Committee Formation. As of the date hereof, the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) has not appointed an official committee of unsecured creditors in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a “Creditors’ Committee”).

F. Findings Regarding DIP Facility.

(1) The Debtors have an immediate and critical need to obtain postpetition financing on an interim basis under the DIP Facility in order to, among other things, provide the Debtors with sufficient working capital to finance the administration of the Chapter 11 Cases. The Debtors’ access to sufficient working capital and liquidity through the incurrence of the postpetition financing under the DIP Facility, pursuant to the terms of this Interim Order, is vital to the Debtors’ orderly transition into chapter 11, the funding of the Debtors’ operations to bridge to the going-concern sale of Debtor Walker & Zanger, LLC, and the Debtors’ Anthology business, as well as a sale or orderly wind-down of their remaining businesses and assets. Consequently, without interim access to the DIP Facility as provided in this Interim Order, the Debtors and their estates would suffer immediate and irreparable harm.

(2) The Debtors are unable to obtain adequate credit on an unsecured basis or solely on the basis of an administrative expense claim under section 503(b)(1) of the Bankruptcy Code. Further, the Debtors are unable to obtain adequate credit secured by (x) a senior lien on unencumbered assets of its estate under section 364(c)(2) of the Bankruptcy Code and/or

(y) a junior lien on encumbered assets under section 364(c)(3) of the Bankruptcy Code, from any source other than the DIP Agent and the DIP Lender on terms more favorable than the terms of the DIP Facility. The Debtors require financing under the DIP Facility pursuant to the terms of this Interim Order to satisfy their postpetition liquidity needs.

(3) The DIP Agent and the DIP Lender have indicated a willingness to provide the Debtors with certain financing commitments on an interim basis, but solely on the terms and conditions set forth in this Interim Order, the DIP Credit Agreement, and the DIP Documents. After considering all their alternatives, the Debtors have concluded, in an exercise of their sound business judgment, that the financing to be provided by the DIP Agent and the DIP Lender pursuant to the terms of this Interim Order, the DIP Credit Agreement, and the DIP Documents represents the best financing available to the Debtors.

(4) The DIP Facility has been negotiated at arm's length and in good faith, and all the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility, the DIP Credit Agreement, the DIP Documents, and this Interim Order shall be deemed to have been extended by the DIP Agent and the DIP Lender in "good faith" (as that term is used in section 364(e) of the Bankruptcy Code) and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and DIP Secured Parties (and their respective successors and assigns) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

(5) The security interests and liens granted to the DIP Secured Parties pursuant to this Interim Order are appropriate under section 364(c) and 364(d)(1) of the

Bankruptcy Code because, among other things, such security interests and liens do not impair the interests of any holder of Permitted Prior Liens (as defined in the DIP Credit Agreement).

(6) Good cause has been shown for entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2). In particular, the relief granted under the terms of this Interim Order, which authorizes the Debtors to execute the DIP Credit Agreement and the DIP Documents and to obtain interim financing on the terms and conditions set forth in the DIP Credit Agreement and the DIP Documents, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

(7) Entry of this Interim Order is in the best interest of the Debtors, their estates, and their creditors and is fair and reasonable under the circumstances, reflects the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and is supported by reasonably equivalent value and fair consideration.

(8) Each Debtor has all requisite corporate power and authority to execute and deliver the DIP Documents to which it is a party and to perform its obligations thereunder.

G. Findings and Stipulations Regarding Prepetition Obligations. After consultation with their attorneys and financial advisors, and subject and without prejudice to, the rights of parties in interest, including any Creditors' Committee or any other statutory committee that may be appointed in the Chapter 11 Cases, as set forth in paragraph 26 below, the Debtors, on their own behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree as follows (paragraphs G(1)-(10) and H below are referred to, collectively, as the "Debtors' Stipulations"):

(1) *Prepetition ABL Facility.* Pursuant to that certain Second Amended & Restated ABL Credit Agreement dated as of September 27, 2021 (as amended, restated,

supplemented, or otherwise modified from time to time, the “Prepetition ABL Credit Agreement,” and collectively with any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, or otherwise modified from time to time, the “Prepetition ABL Loan Documents”) among (a) the lenders party thereto from time to time (the “Prepetition ABL Lenders”), (b) Truist Bank, as administrative agent and collateral agent (in such capacities, the “Prepetition ABL Agent”, and together with the Prepetition Lenders, the “Prepetition ABL Secured Parties”), (c) Mosaic Companies, LLC, Surfaces Southeast, LLC and Walker & Zanger, LLC (the “Prepetition ABL Borrowers”), and (d) Wallec Enterprises, LLC and Mosaic Midco, LLC (the “Prepetition ABL Subsidiary Guarantors”, and together with the Prepetition ABL Borrowers, the “Prepetition ABL Loan Parties”), the Prepetition ABL Lenders provided loans and made other financial accommodations to the Prepetition ABL Loan Parties pursuant to the Prepetition ABL Loan Documents (the “Prepetition ABL Loans”).

(2) *Prepetition Secured ABL Obligations.* Under the Prepetition ABL Loan Documents, the Prepetition ABL Lenders provided to the Prepetition ABL Loan Parties party thereto revolving credit in the original aggregate amount of \$40,000,000. Immediately prior to the Petition Date, the Prepetition ABL Lenders were owed (A) \$14,004,096.64 in aggregate principal outstanding under the Prepetition ABL Loans and (B) \$56,554.33 in accrued and unpaid interest (collectively, with any other reimbursement obligations (contingent or otherwise) in respect of letters of credit, any other fees, expenses and disbursements (including, without limitation, attorneys’ fees, accountants’ fees, appraisers’ fees and financial advisors’ fees, and related expenses and disbursements), treasury, cash management and derivative obligations, indemnification obligations, and other charges, amounts and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in

respect of any of the Prepetition ABL Loan Parties' obligations pursuant to the Prepetition ABL Loan Documents, including all "Obligations" as defined in the Prepetition ABL Credit Agreement, the "Prepetition ABL Obligations").

(3) *Prepetition ABL Liens and Prepetition ABL Collateral.* As more fully set forth in the Prepetition ABL Loan Documents, prior to the Petition Date, each of the Prepetition ABL Loan Parties granted to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Secured Parties, a lien on and security interest in (the "Prepetition ABL Liens") all of their right, title and interest in all of their personal property assets and the proceeds thereof, as more fully described in the Prepetition ABL Loan Documents (the "Prepetition ABL Collateral").

(4) *Validity, Perfection and Priority of Prepetition ABL Liens and Prepetition ABL Obligations.* As of the Petition Date: (a) the Prepetition ABL Liens were senior in priority over any and all other liens on the Prepetition ABL Collateral, subject only to certain liens otherwise permitted by the Prepetition ABL Loan Documents, the Intercreditor Agreement (as defined below) and any other lien arising as a matter of law (in each case, to the extent that such existing liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition ABL Liens as of the Petition Date or were valid, non-avoidable, senior liens that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, the "Permitted Prepetition Liens")³; (b) the Prepetition ABL Liens on the Prepetition ABL Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were

³ Nothing herein shall constitute a finding or ruling by this Court that any such Permitted Prepetition Lien is valid, senior, enforceable, prior, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not limited to the Debtors, the Prepetition Agents (as defined below), the Prepetition Lenders (as defined below), or a Creditors' Committee (if appointed), to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any alleged Permitted Prepetition Lien and/or security interests. The right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Permitted Prepetition Lien and is expressly subject to the Prepetition Liens and DIP Liens.

granted to the Prepetition ABL Agent for the benefit of the other Prepetition ABL Secured Parties for fair consideration and reasonably equivalent value; (c) the Prepetition ABL Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition ABL Loan Parties enforceable in accordance with the terms of the respective Prepetition ABL Loan Documents; (d) no offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition ABL Liens or Prepetition ABL Obligations exist, and no portion of the Prepetition ABL Liens or Prepetition ABL Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including without limitation, avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against the Prepetition ABL Agent or the Prepetition ABL Lenders, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, consultants, directors, and employees arising out of, based upon or related to the Prepetition ABL Loans; (f) the Debtors have waived, discharged and released any right that the Debtors have to challenge any of the Prepetition ABL Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent and priority of Prepetition ABL Liens (for the avoidance of doubt, subject and without prejudice to, the rights of parties in interest, including any Creditors' Committee or any other statutory committee that may be appointed in the Chapter 11 Cases, as set forth in paragraph 26 herein), and (g) the

Prepetition ABL Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(5) *Prepetition Term Loan Credit Agreement.* Pursuant to that certain Credit Agreement dated as of July 2, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Prepetition Term Loan Credit Agreement” and, collectively with any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, or otherwise modified from time to time, the “Prepetition Term Loan Documents”; the Prepetition Term Loan Credit Agreement together with the Prepetition ABL Credit Agreement, the “Prepetition Credit Agreements”; and the Prepetition Term Loan Documents, together with the Prepetition ABL Loan Documents, the “Prepetition Loan Documents”) among (a) Mosaic Companies, LLC (the “Prepetition Term Loan Borrower”), (b) Surfaces Southeast, LLC, Walker & Zanger, LLC, Wallec Enterprises, LLC, and Mosaic Midco, LLC (the “Prepetition Term Loan Subsidiary Guarantors”, and, together with the Prepetition Term Loan Borrower, the “Prepetition Term Loan Parties”, and, together with the Prepetition ABL Loan Parties, the “Prepetition Loan Parties”) and (c) Oaktree Fund Administration LLC as administrative agent (the “Prepetition Term Loan Agent”, and together with the Prepetition ABL Agent, the “Prepetition Agents”), the lenders from time to time party thereto (the “Prepetition Term Loan Lenders”, and, together with the Prepetition ABL Lenders, the “Prepetition Lenders”; the Prepetition Term Loan Lenders together with the Prepetition Term Loan Agent, the “Prepetition Term Loan Secured Parties”, and the Prepetition Term Loan Secured Parties and the Prepetition ABL Secured Parties together, the “Prepetition Secured Parties”), the Prepetition Term

Loan Lenders provided a loan and made other financial accommodations to the Prepetition Term Loan Parties pursuant to the Prepetition Term Loan Documents (the “Prepetition Term Loan”).

(6) *Prepetition Term Loan Obligations.* Under the Prepetition Term Loan Documents, the Prepetition Term Loan Lenders provided to the Prepetition Term Loan Parties credit in the aggregate principal amount of \$117,000,000. Immediately prior to the Petition Date, the aggregate principal amount outstanding under the Prepetition Term Loan was not less than \$51,055,570.43 (the “Prepetition Term Loan Obligations”, and, together with the Prepetition ABL Obligations, the “Prepetition Loan Obligations”).

(7) *Prepetition Term Loan Liens and Prepetition Term Loan Collateral.* As more fully set forth in the Prepetition Term Loan Documents, the Debtors granted to the Prepetition Term Loan Agent, for the benefit of the Prepetition Term Loan Lenders, a lien on and security interest in (the “Prepetition Term Loan Liens” and, together with the Prepetition ABL Liens, the “Prepetition Liens”) all of their right, title, and interest in, to and under all of the Collateral (as defined in the Prepetition Term Loan Credit Agreement) (the “Prepetition Term Loan Collateral”, and, together with the Prepetition ABL Collateral, the “Prepetition Collateral”).

(8) *Validity, Perfection and Priority of Prepetition Term Loan Liens and Prepetition Term Loan Obligations.* As of the Petition Date: (a) the Prepetition Term Loan Liens were senior in priority over any and all other liens on the Prepetition Term Loan Collateral, subject only to certain liens otherwise permitted by the Prepetition Term Loan Documents, the Intercreditor Agreement (as defined below), and any other Permitted Prepetition Liens; (b) the Prepetition Term Loan Liens on the Prepetition Term Loan Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to the Prepetition Term Loan Agent for the benefit of the Prepetition Term Loan Secured Parties for fair consideration and

reasonably equivalent value; (c) the Prepetition Term Loan Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Term Loan Parties enforceable in accordance with the terms of the respective Prepetition Term Loan Documents; (d) no offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Term Loan Liens or Prepetition Term Loan Obligations exist, and no portion of the Prepetition Term Loan Liens or Prepetition Term Loan Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including without limitation, avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against the Prepetition Term Loan Lenders, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, consultants, directors, and employees arising out of, based upon or related to the Prepetition Term Loan; (f) the Debtors have waived, discharged and released any right that the Debtors have to challenge any of the Prepetition Term Loan Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent and priority of the liens securing the Prepetition Term Loan Obligations (for the avoidance of doubt, subject and without prejudice to, the rights of parties in interest, including any Creditors' Committee or any other statutory committee that may be appointed in the Chapter 11 Cases, as set forth in paragraph 26 herein); and (g) the Prepetition Term Loan Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(9) *Intercreditor Agreement.* The rights of the Prepetition ABL Secured Parties in respect of the Prepetition ABL Obligations and the Prepetition ABL Liens on the one hand, and

the Prepetition Term Loan Secured Parties in respect of the Prepetition Term Loan Obligations and the Prepetition Term Loan Liens on the other hand are set forth in that certain Intercreditor Agreement, dated as of July 2, 2021 (as amended, supplemented, restated, or otherwise modified from time to time, the “Intercreditor Agreement”), by and among the Prepetition ABL Agent and the Prepetition Term Loan Agent, as acknowledged by each Debtor. Pursuant to the Intercreditor Agreement, the Prepetition Secured Parties agreed that the Prepetition ABL Secured Parties shall have a first-priority lien (subject to any Permitted Prepetition Liens) on all of the Prepetition Loan Parties’ accounts (including any payment intangibles that constitute credit card receivables), inventory, deposit accounts (other than any segregated deposit account of a Prepetition Loan Party which holds solely the proceeds of Prepetition Term Loan Priority Collateral (as defined below), together with any replacement or similar deposit accounts created to serve such purpose) with any bank or other financial institution (including all cash, cash equivalents, financial assets, negotiable instruments and other evidence of payment, and other funds on deposit therein or credited thereto), all securities accounts with any securities intermediary (including any and all investment property held therein or credited thereto), except to the extent that such investment property constitutes identifiable proceeds of Prepetition Term Loan Priority Collateral, instruments, documents and chattel paper evidencing or substituted for the foregoing, all accessions to, substitutions for and replacements of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any general intangibles at any time evidencing or relating to any of the foregoing, and to the extent not otherwise included, all proceeds (including without limitation, all insurance proceeds), supporting obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing (each of the foregoing,

collectively, the “Prepetition ABL Priority Collateral”). Pursuant to the Intercreditor Agreement, the Prepetition Secured Parties agreed that the Prepetition Term Loan Agent shall have a first-priority lien (subject to any Permitted Prepetition Liens) on all Prepetition Term Loan Collateral other than any Prepetition ABL Priority Collateral (collectively, the “Prepetition Term Loan Priority Collateral”). Further, the Intercreditor Agreement provides that the Prepetition ABL Agent shall have a second-priority lien on all Prepetition ABL Collateral constituting the Term Loan Priority Collateral, and that the Prepetition Term Loan Agent shall have a second-priority lien on all Prepetition Term Loan Collateral constituting Prepetition ABL Priority Collateral. The DIP Facility constitutes an “ABL DIP Financing” under and as described in the Intercreditor Agreement, and both the Prepetition Agents have consented to the provision of the DIP Facility on the terms contained in the DIP Credit Agreement, the DIP Documents, and this Interim Order.

(10) *Release.* Subject to paragraph 26 and entry of the Final Order, the Debtors, on behalf of themselves and their estates (including and any successors thereto, including without limitation, any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”)) and any party acting by, through, or under the Debtors or their estates, hereby stipulate and agree that they forever, unconditionally, absolutely and irrevocably release, discharge, and acquit the DIP Agent, the DIP Lender, the Prepetition Agents, the Prepetition Lenders, and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, professionals, directors, employees, advisors, consultants, attorneys, and agents, past, present, and future, and their respective heirs, predecessors, successors, and assigns, each solely in their capacities as such (collectively, the “Releasees”) of and from any and all claims, controversies,

disputes, liabilities, obligations, demands, damages, expenses (including reasonable attorneys' fees), debts, liens, actions and causes of action of any and every nature whatsoever relating to, as applicable, the DIP Facility, the DIP Documents, the Prepetition Loan Documents and/or the transactions contemplated hereunder or thereunder, including (x) any so-called "lender liability" or equitable subordination or recharacterization claims or defenses, (y) any and all claims and causes of action arising under the Bankruptcy Code, and (z) any and all claims and causes of action with respect to the validity, priority, perfection, or avoidability of the liens or claims of the DIP Agent, the DIP Lenders, the Prepetition Agents, and the Prepetition Lenders. The Debtors further waive and release any defense, right of counterclaim, right of set-off, or deduction to the payment of the Prepetition Loan Obligations and the DIP Obligations that the Debtors may now have or may claim to have against the Releasees, arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to this Court entering this Interim Order relating to the Debtors' secured lending relationship with the DIP Agent, the DIP Lenders, the Prepetition Agents, and the Prepetition Lenders. For the avoidance of doubt, the releases contained herein in favor of the DIP Agent, the DIP Lenders, the Prepetition Agents, and the Prepetition Lenders relating to the DIP Facility and DIP Documents, or any Prepetition Loan Documents shall not release any prospective claims and causes of action against the Releasees arising on or after entry of this Interim Order.

H. Cash Collateral. All the Debtors' cash, including any cash in deposit accounts, wherever located, constitutes cash collateral of the Prepetition ABL Secured Parties and Prepetition Term Loan Secured Parties.

I. Adequate Protection. The Prepetition Agents, for the benefit of themselves and the other Prepetition Secured Parties, are entitled to receive adequate protection to the extent

of any Diminution in Value (as defined below) of their respective interests in the Prepetition Collateral, as provided herein.

J. Sections 506(c) and 552(b). In light of (i) the DIP Agent's and the DIP Lender's agreement to subordinate their liens and superpriority claims to the Carve-Out (as defined below) and (ii) the Prepetition Secured Parties' agreement to subordinate their liens and superpriority claims to the Carve-Out, DIP Liens and DIP Superpriority Claims and to permit the use of Prepetition Collateral (including cash collateral): (a) subject to entry of a Final Order providing for such waiver, the Prepetition Secured Parties are each entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code; and (b) subject to entry of a Final Order providing for such waiver, the DIP Agent, DIP Lenders, and Prepetition Secured Parties are each entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code.

K. Based on the foregoing and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Approval of Motion. The Motion is approved on the terms and conditions set forth in this Interim Order. This Interim Order shall become effective immediately upon its entry. To the extent the terms of the DIP Credit Agreement or the DIP Documents differ in any respect from the terms of this Interim Order, this Interim Order shall control.

2. Approval of DIP Credit Agreement and DIP Documents; Authority Thereunder. The Debtors are authorized, to enter into the DIP Credit Agreement, the DIP Documents, and such additional documents, instruments, and agreements as may be reasonably required by DIP Agent or the DIP Lender to implement the terms or effectuate the purposes of the DIP Credit Agreement,

the DIP Documents, and this Interim Order. The Debtors are authorized to borrow money under the DIP Facility on an interim basis in an amount not to exceed the lesser of the Loan Cap (as defined in the DIP Credit Agreement) and \$9,000,000⁴, in accordance with, and subject to the terms of, this Interim Order, the DIP Credit Agreement, and the DIP Documents.

3. Use of Cash Collateral and Proceeds of DIP Facility.

(i) The Debtors are hereby authorized to use Cash Collateral and the proceeds of the DIP Facility on an interim basis in accordance with the Budget, the DIP Credit Agreement, the DIP Documents, and this Interim Order, (i) to fund working capital and for the general corporate needs of the Debtors in the ordinary course of business, (ii) for the payment of chapter 11 expenses, including the reasonable and documented fees and expenses of professionals retained by the Debtors or a Creditors' Committee, if appointed, to the extent such fees and expenses are allowed by an order of the Court, (iii) to pay the reasonable and documented fees and expenses of the DIP Agent, the Prepetition ABL Agent, and the Prepetition Term Loan Agent (in each case, including fees and expenses of counsel), (iv) to pay interest due on the DIP Loans and adequate protection payments in the amount of interest due on (A) the Prepetition ABL Obligations and (B) beginning with the interest payment due under the Prepetition Term Loan Credit Agreement on or about October 8, 2025, the Prepetition Term Loan Obligations, (v) for the payment of any prepetition payments authorized by the Court pursuant to orders approving "first day" motions filed by the Debtors, and (vi) from and after the entry of this Interim Order, to repay the Prepetition ABL Obligations in accordance with the terms hereof.

⁴ For the avoidance of doubt, and as defined in the DIP Credit Agreement, the Loan Cap means as of any date of determination, an amount equal to (a) the lesser of: (i) \$15,000,000; and (ii) the Borrowing Base (as defined in the DIP Credit Agreement) minus (b) the then outstanding obligations under the Prepetition ABL Loan Documents.

(ii) Following entry of the Interim Order (a) the Debtors are hereby authorized to segregate collections received in the ordinary course of the Debtors' business operations and deposit them in a deposit account maintained with the DIP Agent (the "Segregated Collections Account"); (b) the DIP Agent is authorized to, on a daily basis, sweep the Segregated Collections Account and turn over the funds deposited therein (such funds, the "Segregated Funds") to the Prepetition ABL Agent for application of the Segregated Funds to reduce, on a dollar-for-dollar basis, the Prepetition ABL Obligations first, to outstanding principal and second, to any accrued and unpaid interest.

(iii) Notwithstanding the foregoing, upon an Event of Default under the DIP Credit Agreement, the DIP Agent may, by delivery of written notice to the Debtors and the Prepetition ABL Agent (such notice, a "Sweep Termination Notice"), suspend such turnover of funds to the Prepetition ABL Agent.

4. Restrictions on Use of Proceeds of Collateral. Notwithstanding anything herein to the contrary, no portion of the Carve-Out (as defined in paragraph 21 below), any DIP Collateral (as defined in paragraph 10 below), any Prepetition Collateral, the Professional Fee Escrow (as defined in paragraph 22 below), or any proceeds of the DIP Facility (including any disbursements set forth in the Budget or obligations benefitting from the Carve-Out) may be used by the Debtors, any Creditors' Committee or any other statutory committee or estate representative appointed in the Chapter 11 Cases or any Successor Case, or any other person, party, or entity (including any of the Debtors' professionals, Creditors' Committee professionals or Creditors' Committee members) (or by any such party to pay any professional fees, disbursements, costs or expenses incurred in connection therewith): (i) to pay any amount on account of any claims arising prior to the Petition Date unless such payments are (A) approved by an order of this Court (including

hereunder) and (B) in accordance with the DIP Credit Agreement, DIP Documents, and Budget;

(ii) to request authorization to obtain postpetition loans or other financial accommodations pursuant to section 364(d) of the Bankruptcy Code or otherwise other than from the DIP Lender unless all DIP Obligations (as defined in paragraph 7 below) will be paid in full upon the consummation of such postpetition loans or other financial accommodations, or seek any modifications to this Interim Order not approved by the DIP Agent and the DIP Lender; or (iii) for any purpose adverse to or otherwise against the rights, remedies, or interests of the DIP Agent, the DIP Lender, the Prepetition Agents, and the Prepetition Lenders or any of their respective current or former Affiliates (as defined in the DIP Credit Agreement) (including, without limitation, to prepare, investigate, assert, join, commence, support, or prosecute any claim, counter-claim, action, proceeding, application, motion, objection, defense or other contested matter or cause of action of any nature whatsoever against the DIP Agent, the DIP Lender, the Prepetition Lenders or any of their respective current or former Affiliates (as defined in the DIP Credit Agreement), assigns, or successors and the respective current or former officers, directors, employees, agents, attorneys, representatives and other advisors of each of the foregoing, each in their capacities as such (collectively, “Lender Related Parties”)), with respect to any transaction, occurrence, omission, action or other matter (including formal or informal discovery proceedings in anticipation thereof), including to analyze, develop, threaten, negotiate settlement upon, seek standing to prosecute or prosecute (A) any actions arising under chapter 5 of the Bankruptcy Code or similar state laws (“Avoidance Actions”), (B) any action with respect to the validity, enforceability, priority, or amount of the DIP Obligations on the Prepetition Loan Obligations, or the validity, enforceability, extent or priority of the DIP Liens (as defined in paragraph 10 below) or the Prepetition Liens, (C) any action seeking to invalidate, set aside, avoid or subordinate, in

whole or in part, the DIP Liens or the Prepetition Liens or any other protections afforded to the DIP Secured Parties or the Prepetition Secured Parties under the DIP Credit Agreement, the DIP Documents, or this Interim Order, (D) except to contest in good faith the occurrence or continuance of any Event of Default (as defined in paragraph 30 below), any action seeking, or having the effect of, preventing, hindering, or otherwise delaying the DIP Secured Parties' or the Prepetition Secured Parties' assertion, enforcement, or realization on the DIP Collateral or the Prepetition Collateral in accordance with (as applicable) the DIP Credit Agreement, the DIP Documents, the Prepetition Credit Agreements, the Prepetition Loan Documents and this Interim Order; and/or (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to the DIP Agent, the DIP Lender or the Prepetition Secured Parties under the DIP Credit Agreement, the DIP Documents, or this Interim Order, without the prior written consent of the DIP Agent, DIP Lender, and/or Prepetition Secured Parties (as applicable); provided, however, that notwithstanding anything in the foregoing, up to \$25,000 of the Carve-Out (as defined below), any DIP Collateral, any Prepetition Collateral (including cash collateral), and any proceeds of the DIP Facility may be used by the Creditors' Committee (if appointed) to investigate any causes of action of any nature whatsoever against the Prepetition Agents, the Prepetition Lenders, or Lender Related Parties (but not the claims and/or liens of the DIP Agent and DIP Lenders) so long as such investigation occurs before the Challenge Deadline (as defined herein).

5. Indemnification. The Debtors shall indemnify and hold harmless the DIP Agent and the DIP Lender in accordance with the terms and conditions of the DIP Credit Agreement (which, for the avoidance of doubt, does not include any indemnification in respect of any successful Challenges (as defined below) of the Prepetition ABL Liens or Prepetition Term Loan Liens pursuant to Paragraph 26 of this Interim Order).

6. Validity of DIP Documents. Upon execution and delivery of the DIP Credit Agreement or any DIP Document, the DIP Credit Agreement and/or such other DIP Document shall constitute valid and binding obligations of the Debtors, enforceable against the Debtors in accordance with the terms thereof. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the DIP Documents, or this Interim Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment, or counterclaim.

7. DIP Loans. All DIP Loans made to or issued for the benefit of (or deemed issued for the benefit of) the Debtors on or after the Petition Date under the DIP Facility, all interest thereon, and all fees, costs, expenses, indemnification obligations, and other liabilities owing by the Debtors to the DIP Agent or the DIP Lender under the DIP Credit Agreement, the DIP Documents, and/or this Interim Order shall hereinafter be referred to as the “DIP Obligations.” The DIP Loans: (i) shall bear interest payable at the rates set forth in the DIP Credit Agreement or other applicable DIP Document; (ii) shall be secured with the rank and priority specified in paragraph 11 below; (iii) shall be payable in accordance with the terms of the DIP Credit Agreement or the relevant DIP Document; and (iv) shall otherwise be governed by the terms set forth herein and in the DIP Credit Agreement and the DIP Documents.

8. Mandatory Prepayments. The Debtors shall make mandatory prepayments of any DIP Loan or other DIP Obligations as and when provided under, and for the application in accordance with, the terms of the DIP Credit Agreement, the DIP Documents, and this Interim Order.

9. Voluntary Prepayments. The Debtors may make voluntary prepayments of any DIP Loan or other DIP Obligations as and when provided under, and for application in accordance with, the terms of the DIP Credit Agreement, the DIP Documents, and this Interim Order.

10. DIP Liens and DIP Collateral. As security for the full and timely payment of the DIP Obligations, DIP Agent, for the benefit of the DIP Secured Parties is hereby granted, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, subject to the Carve-Out (as defined in paragraph 21 below), valid, enforceable, unavoidable, and fully perfected first priority security interests in and liens upon (collectively, the “DIP Liens”) all pre- and postpetition property of each Debtor, whether existing on the Petition Date or thereafter acquired, including, without limitation, all cash of the Debtors, accounts, deposit accounts, cash, chattel paper, investment property, letter-of-credit rights, securities accounts, commercial tort claims, causes of action, investments, instruments, documents, inventory, contract rights, general intangibles, intellectual property, real property, fixtures, goods, equipment, and other fixed assets and proceeds and products of all of the foregoing (including earnings and insurance proceeds), and including (subject to and effective upon entry of the Final Order) any amounts that are recovered or otherwise received by the Debtors in respect of avoidance actions pursuant to sections 544, 545, 547, 548, 549 and 550 of the Bankruptcy Code and any proceeds thereof, whether or not affirmatively granted in the DIP Documents (collectively, the “DIP Collateral”).

11. DIP Lien Priority. The DIP Liens securing the DIP Obligations are valid, automatically perfected, non-avoidable, senior in priority and superior to any security, mortgage, collateral interest, lien, claim or interest to or on any of the DIP Collateral, except that the DIP Liens shall be junior only to: (a) the Permitted Prepetition Liens; (b) solely with respect to Term Loan Priority Collateral (as defined in the Intercreditor Agreement), (i) Prepetition Term Loan

Adequate Protection Liens (as defined below) and (ii) the Prepetition Term Loan Liens; (c) any other permitted senior liens, if any, under the DIP Documents; and (d) the Carve-Out. Other than as set forth herein, the DIP Liens shall not be made subject to, or *pari passu* with, any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Cases and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. Subject to entry of the Final Order, the DIP Liens securing the DIP Obligations and the Adequate Protection Liens (defined below) are expressly senior to the rights of any seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code. The DIP Liens and the Adequate Protection Liens shall not be subject to section 510, 549 or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens or the Adequate Protection Liens.

12. Automatic Effectiveness of Liens. The DIP Liens shall not be subject to challenge, dispute, or subordination and shall immediately upon entry of this Interim Order attach and become valid, perfected, enforceable, non-avoidable, and effective by operation of law as of the Petition Date without any further action by the Debtors or any DIP Secured Party, and without the necessity of execution by the Debtor, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, or other documents or the taking of any other actions. If the DIP Agent hereafter requests that the Debtors execute and deliver financing statements, security agreements, collateral assignments, mortgages, or other instruments and documents considered by the DIP Agent to be reasonably necessary or desirable to further evidence the perfection of the DIP Liens, the Debtors are authorized and directed to execute and deliver

such financing statements, security agreements, mortgages, collateral assignments, instruments, and documents, and the DIP Agent is authorized to file or record such documents in its discretion, in which event all such documents shall be deemed to have been filed or recorded on the Petition Date. A certified copy of this Interim Order may, in the discretion of the DIP Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, 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.

13. DIP Agent's and DIP Lender's Superpriority Claims. In addition to the liens and security interests granted to DIP Agent and the DIP Lender pursuant to this Interim Order, subject to the Carve-Out and in accordance with sections 364(c)(1), 503, and 507 of the Bankruptcy Code, all of the DIP Obligations (including, without limitation, all DIP Loans) shall constitute allowed superpriority administrative expense claims (the "DIP Superpriority Claims") with priority over any and all administrative expenses of the Debtors, whether heretofore or hereafter incurred, of the kind specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114, or any other provisions of the Bankruptcy Code. The DIP Superpriority Claims shall be payable from all DIP Collateral (including, subject only to and effective upon entry of the Final Order, any proceeds of Avoidance Actions).

14. Prepetition Adequate Protection Liens. Pursuant to sections 361, 363(e) and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition Secured Parties in the Prepetition Collateral against any decrease in the value of the Prepetition Secured Parties' interest in the Prepetition Collateral (including cash collateral) that occurs as a result of (a) the imposition of the stay under section 362 of the Bankruptcy Code, (b) the use, sale or lease of the Prepetition Collateral (including cash collateral) under section 363 of the Bankruptcy Code or (c)

any grant of a lien under section 364 of the Bankruptcy Code (including, without limitation, the granting of the DIP Liens (as defined herein), subject to the Carve-Out) (diminution in the value of any collateral of any party, including, without limitation, the Prepetition Collateral, resulting from any of the foregoing causes, “Diminution in Value”) of such interests in the Prepetition Collateral, the Debtors hereby grant to each of (i) the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, and (ii) the Prepetition Term Loan Agent, for the benefit of the other Prepetition Term Loan Secured Parties, continuing valid, binding, enforceable and perfected postpetition security interests in and liens on all of the DIP Collateral, including, subject only to and effective upon entry of the Final Order, any proceeds of Avoidance Actions (such liens, the “Adequate Protection Liens”).

15. Priority of Adequate Protection Liens.

(i) The Adequate Protection Liens granted to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Secured Parties (the “Prepetition ABL Adequate Protection Liens”) shall be junior only to: (a) Permitted Prior Liens; (b) the Carve-Out, (c) the DIP Liens, and (d) solely with respect to Term Loan Priority Collateral, the Prepetition Term Loan Adequate Protection Liens (as defined below) and the Prepetition Term Loan Liens. For the avoidance of doubt, the Prepetition ABL Adequate Protection Liens on the Prepetition ABL Priority Collateral shall be senior to (x) the Prepetition ABL Liens, (y) the Prepetition Term Loan Adequate Protection Liens, and (z) the Prepetition Term Loan Liens.

(ii) The Adequate Protection Liens granted to the Prepetition Term Loan Agent (the “Prepetition Term Loan Adequate Protection Liens”) shall be junior only to: (a) Permitted Prior Liens; (b) the Carve-Out, and (c) solely with respect to Prepetition ABL Priority Collateral, (i) the DIP Liens, (ii) the ABL Adequate Protection Liens, and (iii) the Prepetition ABL

Liens. For the avoidance of doubt, the Prepetition Term Loan Adequate Protection Liens on the Prepetition Term Loan Priority Collateral shall be senior to (w) the Prepetition Term Loan Liens, (x) the DIP Liens, (y) the Prepetition ABL Adequate Protection Liens, and (z) the Prepetition ABL Liens.

(iii) The Adequate Protection Liens shall be senior to all other security interests in, liens on, or claims against any of the Debtors' assets. Except as provided herein, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted or otherwise created in or during the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in any of the Chapter 11 Cases or any Successor Cases, or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The Adequate Protection Liens shall not be subject to (a) section 510(c) of the Bankruptcy Code with respect to the Prepetition Loan Obligations, or (b) sections 549 or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the Prepetition Liens or the Adequate Protection Liens.

16. Adequate Protection Superpriority Claims. As further adequate protection of the interests of the Prepetition Secured Parties in the Prepetition Collateral against any Diminution in Value of such interests in the Prepetition Collateral: (a) the Prepetition ABL Agent, on behalf of itself and the other Prepetition ABL Secured Parties, is hereby granted, as and to the extent provided by section 507(b) of the Bankruptcy Code, an allowed a superpriority administrative expense claim in each of the Cases and any Successor Cases (i) in the amount of any Diminution in Value of the Prepetition ABL Priority Collateral (the "Prepetition ABL Secured Parties ABL Adequate Protection Claim") and (ii) in the amount of any Diminution in Value of the Prepetition

Term Loan Priority Collateral (the “Prepetition ABL Secured Parties Term Adequate Protection Claim,” and collectively, the “Prepetition ABL Secured Parties Adequate Protection Superpriority Claims”); and (b) the Prepetition Term Loan Agent, on behalf of itself and the other Prepetition Term Loan Secured Parties, is hereby granted, as and to the extent provided by section 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Cases and any Successor Cases (i) in the amount of any Diminution in Value of the Prepetition ABL Priority Collateral (the “Prepetition Term Loan Secured Parties ABL Adequate Protection Claim”) and (ii) in the amount of any Diminution in Value of the Prepetition Term Loan Priority Collateral (the “Prepetition Term Loan Secured Parties Term Adequate Protection Claim”, and collectively, the “Prepetition Term Loan Secured Parties Adequate Protection Superpriority Claims” and, together with the Prepetition ABL Secured Parties Adequate Protection Superpriority Claims, the “Adequate Protection Superpriority Claims”).

17. Priority of the Adequate Protection Superpriority Claims. Except as set forth herein, the Adequate Protection Superpriority Claims shall have priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 507(a), 507(b), 546(c) (subject to entry of a Final Order), 546(d), 726, 1113 and 1114 of the Bankruptcy Code; *provided, however*, that (i) the Adequate Protection Superpriority Claims shall be junior to the Carve-Out and the DIP Superpriority Claims and (ii) as between the Prepetition ABL Secured Parties Adequate Protection Superpriority Claim and the Prepetition Term Loan Secured Parties Adequate Protection Superpriority Claim, (x) the Prepetition ABL Secured Parties ABL Adequate Protection Claim shall be *pari passu* in right of payment with the

Prepetition Term Loan Secured Parties Term Adequate Protection Superpriority claim, each of which shall be senior in right of payment to the Prepetition ABL Secured Parties Term Adequate Protection Claim and the Prepetition Term Loan Secured Parties Adequate Protection Claim and (y) the Prepetition Term Loan Secured Parties ABL Adequate Protection Claim and the Prepetition ABL Secured Parties ABL Adequate Protection Claim shall be *pari passu* in right of payment; provided, further, however, that all Adequate Protection Liens granted by paragraph 14 are subject to being set aside and all Adequate Protection Superpriority Claims granted by paragraph 16 are subject to being disallowed, in each case if and to the extent that the corresponding Prepetition Lien or underlying claim is successfully challenged (in a manner that undermines the granting of adequate protection to the recipient thereof) pursuant to paragraph 26 of this Interim Order or otherwise. The Adequate Protection Superpriority Claims shall be payable from all DIP Collateral (including, subject only to and effective upon entry of the Final Order, any proceeds of Avoidance Actions).

18. Adequate Protection Obligations. In consideration for the consent of the Prepetition Secured Parties to the relief granted herein, and as additional adequate protection provided to the Prepetition Secured Parties in connection with the relief granted herein, including the priming of their liens contemplated hereby, the Debtors shall (each of the following, an “Adequate Protection Obligation”):

(i) make payments (A) to the Prepetition ABL Agent in an amount equal to the interest accrued on or after the Petition Date under the Prepetition ABL Credit Agreement and (B) beginning with the interest payment due under the Prepetition Term Loan Credit Agreement on or about October 8, 2025, to the Prepetition Term Loan Agent in the amount of interest due under the Prepetition Term Loan Credit Agreement; *provided*, in each case, that the rights of the Debtors and parties in interest are fully reserved to seek a determination that any such payments should be recharacterized under section 506(b) of the Bankruptcy Code as payment on account of the secured portion of the Prepetition ABL Loans on the Prepetition Term Loans (as applicable) as of the Petition Date, and the rights of the Prepetition Secured Parties to contest any such determination are fully reserved;

(ii) deposit all collections received by the Debtors into the Segregated Collections Account, deliver the Segregated Funds to the DIP Agent, which would deliver the Segregated Funds (prior to the delivery by the DIP Agent to the Prepetition ABL Agent of a Sweep Termination Notice), on a daily basis to the Prepetition ABL Agent to be applied to reduce, on a dollar-for-dollar basis, the Prepetition ABL Obligations (first to principal and thereafter to interest and fees);

(iii) [reserved];

(iv) upon the closing of the Sale Transaction, and following payment in full of the DIP Obligations, (A) first, pay in full the remainder of the then outstanding Prepetition ABL Obligations (if any), (B) second, following approval of the Updated Budget after the closing of the Sale Transaction pursuant to clause (viii) below, apply in a single prepayment of the then outstanding Prepetition Term Loan Obligations net proceeds of the Sale Transaction in the amount of the greater of (x) \$0.00 and (y) the excess over \$750,000 of the lowest weekly projected cash balance during the period projected in the Updated Budget, and (C) third, within three (3) business days after each receipt by the Debtors of proceeds of the Adjustment Escrow Amount Fund (as defined in the Sale Transaction Documents), apply to prepayment of the then outstanding Prepetition Term Loan Obligations 100% of such proceeds;

(v) commencing on the first full week after the Petition Date, deliver to the Prepetition Agents for distribution to the respective Prepetition Lenders by the third business day of each week (A) then-current cash balance calculations and (B) cash flow reconciliations showing actual payments versus budgeted items in the Budget for prior periods;

(vi) maintain and comply with the Budget (as defined below), subject to section 7.11 of the DIP Credit Agreement (in the form attached hereto);

(vii) deliver prior to the hearing on the Interim Order, to the Prepetition Agents for distributions to the applicable Prepetition Lenders, a reasonably detailed initial weekly budget for the Debtors of projected receipts and expenditures for the 13 week period commencing on the Petition Date, and consistent with the budget prepared by the Debtors and delivered to the Prepetition Agents prior to the Petition Date (with such supporting detail as the Prepetition Agents may each reasonably request);

(viii) simultaneously with delivery to the DIP Agent (and at least once within ten (10) business days following closing of the Sale Transaction), deliver to the Prepetition Agents for distribution to the applicable Prepetition Lenders an updated Budget (the “Updated Budget”) of projected receipts and expenditures for the following 13-week period, which Updated Budget shall be in the form and contain the detail set forth in the initial Budget (for the avoidance of doubt, the previous Budget will serve as the Budget until the Debtors have obtained approval of the expenditures in the Updated Budgets from the DIP Agent and the Prepetition Agents, in writing (including via email), in their respective reasonable discretion, at which time the Updated Budget shall become the

Budget; provided, that if none of the DIP Agent or either of the Prepetition Agents has objected in writing (including via email) to an Updated Budget within three (3) business days after receipt thereof, then the DIP Agent or the Prepetition Agents, as applicable shall be deemed to have approved such Updated Budget and such Updated Budget shall become the Budget;

(ix) provide to the Prepetition Term Loan Agent for the benefit of its respective Prepetition Term Loan Lenders a substantially contemporaneous copy of each financial statement, projection, budget, report or draft pleading furnished to the DIP Agent, the DIP Lender, the Prepetition ABL Agent, any Prepetition ABL Lender, or any Creditors' Committee;

(x) make the Debtors' senior management and professional advisors available from time to time, upon the reasonable request of the Prepetition Term Loan Agent, to the Prepetition Term Loan Secured Parties to discuss, inform, and confer regarding the Budget, variances therefrom, the financial and operational performance of the Debtors, the status of the Sale Transaction, the status of progress toward confirmation of an Acceptable Plan;

(xi) as soon as reasonably practicable in advance of filing with the Court, furnish to the Prepetition Term Loan Agent: (A) any motions or other pleadings relating to the Sale Transaction or any other disposition of assets outside the ordinary course of business; (B) any proposed orders and pleadings relating to the DIP Loan Documents or the use of Prepetition Collateral, the filed forms of which orders and pleadings would be in form and substance reasonably satisfactory to the Administrative Agent; (C) any Plan and/or any disclosure statement relating to such Plan (which Plan must be an Acceptable Plan), or any motion or proposed form of order relating thereto (including any order to approve the disclosure statement or any confirmation order); (D) any motion and proposed form of order seeking to extend or otherwise modify the Debtors' exclusive periods set forth in section 1121 of the Bankruptcy Code (which may not be filed unless the Prepetition Term Loan Agent has confirmed in writing that it will not object to such order); (E) any retention application for a financial advisor; and (F) any motion and proposed form of order filed with the Bankruptcy Court relating to any management equity plan, incentive, retention or severance plan, the assumption, rejection, modification or amendment of any material contract;

(xii) comply with the covenants set forth at sections 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.12, 6.16, and 6.17 of the Prepetition Term Loan Credit Agreement; and

(xiii) reimburse the Prepetition Agents for all reasonable and documented out-of-pocket expenses of the Prepetition Agents incurred in connection with the Prepetition Credit Agreements (including without limitation, legal, accounting, collateral examination, monitoring and appraisal fees, financial advisory fees, fees and expenses of other consultants, and indemnification and reimbursement of fees and expenses payable under the Prepetition Credit Agreements, and including for avoidance of doubt any such expenses incurred in connection with the Prepetition Agents successfully defending itself in

connection with any Challenge). On or before receiving payment or reimbursement after the Petition Date for any professional fees (other than any fees incurred in connection with the negotiation or documentation of the DIP Credit Agreement and the Interim Order) incurred by the DIP Agent pursuant to the DIP Documents or the Prepetition Agents pursuant to the Prepetition Credit Agreements, the DIP Agent or either Prepetition Agent, as applicable, shall provide a summary fee statement along with a summary of tasks performed by all professionals during such period (such statement, a “Fee Statement”) to counsel to the Debtors, the U.S. Trustee, the Prepetition Term Loan Agent, counsel to the DIP Agent, and counsel for the Creditors’ Committee (if appointed) contemporaneously with the delivery thereof to the Debtors. To the extent that the Debtors, the U.S. Trustee, or Creditors’ Committee (if appointed) has an objection to the reasonableness of the fees and expenses of any such professional, and cannot resolve the objection within ten (10) days of receipt of the Fee Statement, then the Debtors, the U.S. Trustee, or Creditors’ Committee (if appointed) shall file with this Court and serve on such professionals an objection (the “Fee Objection”) limited to the issue of the reasonableness of such professionals’ fees and expenses, and any failure by the Debtors, the U.S. Trustee, or Creditors’ Committee to file a Fee Objection within the ten (10) day period shall constitute a waiver of any right of such party to object to the applicable Fee Statement. The Fee Statement shall not be required to comply with any particular format, may be in summary form only, but must at a minimum include a general, brief description of the nature of the matters worked on, a list of the 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, shall include the year of law school graduation for each attorney; provided, that the Debtors, the U.S. Trustee, and Creditors’ Committee reserve the right to seek that copies of such invoices containing the detailed time entries of the applicable professional be provided to such party (and each applicable professional reserves all rights to object to such request and to redact privileged, confidential or sensitive information from any information provided to such parties). Any objection to, and any hearing on an objection to, payment of any fees, costs, and expenses set forth in a Fee Statement shall be limited to the reasonableness of the particular items or categories of the fees, costs, and expenses that are the subject of such objection. The Debtors shall promptly pay (a) the undisputed fees, costs, and expenses reflected on any Fee Statement to which a Fee Objection has been timely filed, (b) all fees, costs and expenses on any invoice to which no Fee Objection has been timely filed and (c) all fees, costs and expenses subject to a Fee Objection that are ultimately allowed by a final, non-appealable order resolving such Fee Objection, or pursuant to a consensual resolution of the Fee Objection reached by the DIP Agent or Prepetition Agents (as the case may be) and the party timely submitting such Fee Objection. All unpaid fees, costs, expenses, and charges of the DIP Agent that have not been disallowed by this Court on the basis of a timely filed Fee Objection shall constitute DIP Obligations and shall be secured by the DIP Collateral. Effective upon entry of the Final Order providing for such relief, any and all fees, commissions, costs, and expenses paid prior to the Petition Date by any Debtor to the DIP Agent in connection with or with respect to the DIP Facility or DIP Documents or to the Prepetition Agents in connection with or with respect to the Prepetition Credit Agreements are approved in full and nonrefundable and shall not otherwise be subject to any challenge, except as provided in paragraph 26 of this Interim Order.

19. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties hereunder or hereafter is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Collateral during the Cases or any Successor Cases.

20. Termination of Commitment. The commitment of DIP Lenders to provide DIP Loans shall terminate (with no further action of the Court required) and all amounts owing under the DIP Facility shall be due and payable on the earliest to occur of the following: (i) September 30, 2025; (ii) thirty (30) days from the entry of this Interim Order (subject to the Court's availability) if a Final Order has not been entered by such date; (iii) acceleration of the obligations under the DIP Facility due to an Event of Default pursuant to the terms of the DIP Credit Agreement; (iv) the date on which any chapter 11 plan becomes effective in any of the Chapter 11 Cases; (v) entry of an order by the Court in any cases (a) dismissing or converting such Chapter 11 Case to a chapter 7 proceeding or (b) appointing a chapter 11 trustee or an examiner with enlarged powers beyond those set forth in section 1106(a)(3)-(4) of the Bankruptcy Code, in each case without the consent of the DIP Agent and the DIP Lender; and (vi) the filing or support by any Debtor of a Plan that does not provide for the indefeasible payment in full, in cash, of all obligations owing under the DIP Credit Agreement upon the effective date of such Plan.

21. Conditions on Use of Cash Collateral.

- (i) The Debtors' authorization to commence their use of Cash Collateral is subject to the following conditions:
 - a. entry of this Interim Order, no later than five (5) days after the Petition Date;

- b. entry of all “first day orders” (other than this Interim Order) in form and substance reasonably acceptable to the Prepetition Agents in all material respects; and
 - c. subject to applicable legal privileges, trade secrets, proprietary information, fiduciary duties, binding agreements and applicable law, the Prepetition Agents shall each have received all information (financing or otherwise) and copies of all material documents reasonably requested in writing at least one (1) business day prior to entry of this Interim Order by itself or its counsel.
- (ii) The Debtors’ authorization to continue their use of Cash Collateral is subject to the following conditions (in each case, prior to payment in full of the respective Prepetition Loan Obligations):
- a. the Debtors shall timely perform each of the Adequate Protection Obligations;
 - b. no Event of Default hereunder or under the DIP Credit Agreement or the DIP Documents shall occur;
 - c. the DIP Agent and DIP Lender shall not have terminated commitments under the DIP Credit Agreement (except following payment in full of the DIP Obligations following the Sale Transaction) and shall not have accelerated the DIP Obligations; and
 - d. the Court shall not have entered an order in any of the Chapter 11 Cases (A) dismissing such Chapter 11 Case or converting it to a chapter 7 case or (B) appointing a chapter 11 trustee or an examiner with enlarged powers beyond those set forth in section 1106(a)(3)-(4) of the Bankruptcy Code, in each case without the consent of the Prepetition Agents.

22. Carve-Out. Upon the occurrence of an Event of Default hereunder or under the DIP Credit Agreement or the DIP Documents and a determination by the DIP Agent and the DIP Lender to terminate its commitment and accelerate the DIP Obligations or, following the closing of the Sale Transaction and payment in full of the DIP Obligations and any then outstanding Prepetition ABL Obligations, an Event of Default hereunder and a determination by the Prepetition Term Loan Secured Parties to terminate the Debtors’ right to use Cash Collateral (such notice, a “Carve-Out Trigger Notice”) and following the delivery of a Carve-Out Trigger

Notice, to the extent unencumbered funds are not available to pay administrative expenses in full, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens and Adequate Protection Superpriority Claims and the Prepetition Liens and claims of the Prepetition Loan Parties, and, in each case, any and all liens and claims related thereto, shall be subject to the payment of the Carve-Out. For purposes of this Interim Order, the term “Carve-Out” shall mean, collectively: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code and section 3717 of title 31 of the United States Code; (ii) in the event any of the Chapter 11 Cases is converted to a case under chapter 7 of the Bankruptcy Code, reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code not to exceed \$50,000; and (iii) (a) all accrued and unpaid fees and expenses incurred by the persons or firms retained by the Debtors or any Creditors’ Committee pursuant to an order of the Court (or whose application for retention is then pending, provided such application is ultimately approved) (collectively, the “Estate Professionals”) incurred prior to the business day following delivery of the Carve-Out Trigger Notice, to the extent such fees and expenses are allowed at any time by order of the Court and regardless of whether allowed by interim order, procedural order, final order, or otherwise; provided that the Carve-Out shall not be available to pay fees and expenses incurred for any purpose specified in paragraph 4 of this Interim Order, provided further that notwithstanding anything to the contrary in this paragraph 22 or paragraph 4, the Carve-Out shall be available in the maximum aggregated amount of \$25,000 to pay fees and expenses incurred by the Creditors’ Committee related to any Challenge (defined below) (i) as to the amount, extent, priority, validity or enforcement of the indebtedness of the Debtors owing to the DIP Agent or the DIP Lender, the Prepetition Agents or the Prepetition Lenders or (ii) as to the amount, extent, priority, validity, perfection or enforcement of liens or security interests in the

collateral securing such indebtedness, including challenges to the perfection, priority or validity of the liens granted in favor of the DIP Agent, the DIP Lender, the Prepetition Agents or the Prepetition Lenders with respect thereto; and (b) allowed professional fees and disbursements incurred following delivery of the Carve-Out Trigger Notice, pursuant to sections 327 or 1103(a) of Bankruptcy Code, by Estate Professionals not to exceed the aggregate amount of the amount funded to the Professional Fee Escrow (as defined herein below) as of the date of such Event of Default plus additional professional fees incurred by Estate Professionals following delivery of a Carve-Out Trigger Notice by the DIP Agent not to exceed \$250,000 (clause 3(i) and (ii) are together the “Professional Fee Carve-Out”). For purposes of this Interim Order, the term “Allowed Professional Fees” shall mean the unpaid and outstanding reasonable fees and expenses of Estate Professionals (i) actually incurred on or after the Petition Date and (ii) allowed at any time by a final order of the Court pursuant to sections 326, 328, 330, or 331 of the Bankruptcy Code. Provided that the Professional Fee Escrow is funded to the amount set forth in the Budget as of the earlier to occur of (x) the closing of the Sale Transaction or (y) the delivery of a Carve-Out Trigger Notice, the DIP Lender and the Prepetition ABL Secured Parties shall have no further obligation in respect of the Carve-Out, provided, however, that following payment in full of the DIP Obligations and Prepetition ABL Obligations, the obligations of the Prepetition Term Loan Secured Parties in respect of this Carve-Out shall continue through the delivery of a Carve-Out Trigger Notice, and thereafter as provided herein for the period following the delivery of a Carve-Out Trigger Notice.

23. Professional Fee Escrow Account. Prior to the delivery of a Carve-Out Trigger Notice, the Debtors are authorized to wire transfer funds, on a weekly basis, to the escrow account maintained with Epiq Corporate Restructuring LLC (the “Carve-Out Escrow Account”) in an

amount equal to, but not to exceed, the amount set forth in the Budget for each such week (the “Professional Fee Escrow”). The DIP Lender and the DIP Agent shall not have any responsibility, liability, or obligation whatsoever to ensure that the Debtors fund the Professional Fee Escrow or that the Professional Fee Escrow has funds equal to the aggregate amounts set forth in the Budget for any applicable period. The Professional Fee Escrow shall be used to pay Allowed Professional Fees in the Debtors’ Chapter 11 Cases. The Debtors may only fund the Professional Fee Escrow (i) prior to the delivery of a Carve-Out Trigger Notice, up to, but not to exceed, the amounts set forth in the “Professional Fee Escrow” line item of the Budget for each week prior to the delivery of a Carve-Out Trigger Notice and (ii) after the delivery of a Carve-Out Trigger Notice, up to, but not to exceed, an amount equal to (x) the “Professional Fee Escrow” line item of the Budget for the week in which the Carve-Out Trigger Notice is delivered (but only to the extent not previously funded) plus (y) following the payment in full of the DIP Obligations and the Prepetition ABL Obligations, the amount of accrued fees and expenses of the Estate Professionals in excess of the Professional Fee Escrow line item in the budget through the week in which the Carve-Out Trigger Notice, plus (z) \$250,000.

24. Releases. Subject only to and effective upon entry of the Final Order, the Debtors, on behalf of themselves and each of their respective successors and assigns, including a chapter 7 or chapter 11 trustee, have stipulated and is hereby deemed to: (i) release and discharge the DIP Lender and the DIP Agent (solely in their capacities as a post-petition lender pursuant to this Interim Order, the Final Order and the DIP Documents), together with their respective current and former agents, attorneys, employees, advisors, heirs, executors, administrators, officers, directors, affiliates, successors, and assigns (in each case, solely in their capacities as such), from any and all claims, causes of action, and remedies (whether under the Bankruptcy Code or other applicable

law) arising out of, based upon or related to the DIP Credit Agreement, the DIP Documents, the DIP Obligations, the DIP Collateral, and the DIP Liens; and (ii) waive any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability, amount, and nonavoidability (under the Bankruptcy Code or otherwise) of the DIP Credit Agreement, the DIP Documents, DIP Obligations, the DIP Liens, or the DIP Collateral.

25. Proofs of Claim. The DIP Agent, the DIP Lenders, the Prepetition Agents, and the Prepetition Lenders will not be required to file proofs of claim or requests for administrative expenses in the Chapter 11 Cases and, notwithstanding anything contained in this Interim Order, the provisions of this Interim Order related to the claims granted herein shall be deemed to constitute a timely filed proof of claim or request for administrative expense, as applicable.

26. Effect of Stipulations on Third Parties.

(i) *Generally.* The admissions, stipulations, agreements, releases, and waivers set forth in this Interim Order are and shall be binding on the Debtors, any subsequent trustee, responsible person, examiner with expanded powers, any other estate representative, and all creditors and parties in interest and all of their successors in interest and assigns, including, without limitation, any official committee that may be appointed in these cases, unless, and solely to the extent that, (i) a Creditors' Committee (if any) or any other party in interest with standing and requisite authority (other than the Debtors, as to which any Challenge (as defined herein) shall be waived) has timely filed the appropriate pleadings, and timely commenced the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules challenging the Debtors' Stipulations (each such proceeding or appropriate pleading commencing a proceeding or other

contested matter, a “Challenge”) no later than seventy-five (75) calendar days from the entry of the Interim Order for any other party in interest with requisite standing (the “Challenge Deadline”), as such applicable date may be extended in writing from time to time by the applicable Prepetition Agent and (ii) this Court enters judgment in favor of the plaintiff or movant in any such timely and properly commenced Challenge proceeding and any such judgment has become a final judgment that is not subject to any further review or appeal; provided that any trustee appointed or elected in these Chapter 11 Cases prior to the expiration of the Challenge Deadline shall have until the later of (x) the Challenge Deadline or (y) ten (10) calendar days from the date such trustee is appointed to commence a Challenge proceeding. If the Creditors’ Committee (if any) or any other party in interest files a motion for standing to bring a Challenge by the Challenge Deadline, such Challenge Deadline shall be tolled pending further order of the Court. For the avoidance of doubt, notwithstanding any other provision of this Interim Order to the contrary, any trustee appointed or elected in these Chapter 11 Cases or any Successor Cases shall, until the expiration of the period provided herein for asserting Challenges, and thereafter for the duration of any adversary proceeding or contested matter timely commenced prior to the Challenge Deadline pursuant to this paragraph (whether commenced by such trustee or commenced by any other party in interest with the requisite standing on behalf of the Debtors’ estates), be deemed to be a party other than the Debtors and shall not, for purposes of such adversary proceeding or contested matter, be bound by the acknowledgments, admissions, confirmations, releases, and stipulations of the Debtors, including the Debtors’ Stipulations in this Interim Order. In the event the Court sustains a Challenge in accordance with this Paragraph 26, and such ruling becomes final and non-appealable, the Court may, following notice and a hearing, fashion an appropriate remedy with respect to that Challenge, and all rights and remedies of the Debtors, any Creditors’ Committee,

the DIP Secured Parties, and the Prepetition Secured Parties with respect to any such remedy are expressly reserved; *provided* that the Prepetition Secured Parties shall, in any event, be entitled to Adequate Protection Superpriority Claims and Adequate Protection Liens over all DIP Collateral with respect to Diminution in Value of Prepetition Collateral that is not the subject of a successful Challenge.

(ii) *Binding Effect.* To the extent no Challenge is timely and properly commenced by the Challenge Deadline, then, without further notice, motion, or application to, order of, or hearing before, this Court and without the need or requirement to file any proof of claim, the Debtors' Stipulations shall, pursuant to this Interim Order, become binding, conclusive, and final on any person, entity, or party in interest in the Chapter 11 Cases, and their successors and assigns, and in any Successor Case for all purposes and shall not be subject to challenge or objection by any party in interest, including, without limitation, a trustee, responsible individual, examiner with expanded powers, or other representative of the Debtors' estates. Notwithstanding anything to the contrary herein, if any such proceeding is properly and timely commenced, the Debtors' Stipulations shall nonetheless remain binding on all other parties in interest and preclusive as provided in subparagraph (a) above, except to the extent that any of such Debtors' Stipulations is expressly the subject of a timely and properly filed Challenge, which Challenge is successful as set forth in a final judgment, and only as to plaintiffs or movants that have complied with the terms hereof. To the extent any such Challenge proceeding is timely and properly commenced, the Prepetition Lenders shall be entitled to payment of the related costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred in defending themselves in any such proceeding as adequate protection. For the avoidance of doubt, if a Challenge is successful

as set forth in a final judgment, the Court may fashion any appropriate remedy, including disgorgement.

27. Beneficiaries of Order. The provisions of this Interim Order shall be binding upon and inure to the benefit of the DIP Agent, the DIP Lender, the Prepetition Agents, the Prepetition Lenders, and the Debtors, and their respective successors and assigns (including, without limitation, any trustee or other fiduciary hereafter appointed for or on behalf of any Debtors' estate or with respect to such Debtors' property).

28. Survival of Order. The provisions of this Interim Order and any actions taken pursuant thereto (i) shall survive the entry of any order: (a) confirming any chapter 11 plan in the Chapter 11 Cases; (b) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; or (c) dismissing or transferring the Chapter 11 Cases; and (ii) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Interim Order shall maintain their priority as provided by this Interim Order, the DIP Credit Agreement, and the DIP Documents until all of the DIP Obligations are indefeasibly paid in full and discharged in accordance with the terms of the DIP Credit Agreement and the DIP Documents. Unless agreed to by the DIP Agent and the DIP Lender, the DIP Obligations shall not be discharged by the entry of any order confirming any chapter 11 plan in the Chapter 11 Cases, and the Debtors shall, and shall be deemed to, waive any such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code. Following payment in full of the DIP Obligations, the Prepetition Secured Parties shall remain entitled to all the benefits of this Interim Order, including all consent rights and delivery of all documents and information that they would have been entitled to under this Interim Order had the DIP Credit Agreement remained in effect.

29. Protection under Section 364(e). If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, the DIP Agent and the DIP Lender shall each be entitled to all of the rights, remedies, protections, and benefits granted under section 364(e) of the Bankruptcy Code, unless the authorizations or the incurring of debt, or the granting of priority or lien pursuant to this Interim Order are stayed pending appeal.

30. Events of Default. Except as otherwise provided in this Interim Order or to the extent DIP Agent, the DIP Lender and the Prepetition Agents may otherwise agree in writing, (i) any violation of any of the terms of this Interim Order, (ii) any occurrence of an “Event of Default” under the DIP Credit Agreement or the DIP Documents, as applicable, or (iii) any breach of the following listed milestones (each as may be extended by unanimous approval of the Prepetition Agents in their reasonable discretion) shall be deemed to be an “Event of Default” under this Interim Order:

(i) no later than five (5) days after the Petition Date, the filing of a private sale motion, in form and substance reasonably acceptable to the Prepetition Agents, seeking authority to (1) consummate the Sale Transaction and (2) set a closing date to occur within sixty (60) days of the Petition Date;

(ii) no later than thirty (30) days from entry of this Interim Order (subject to the Court’s availability), entry of the Final Order in form and substance acceptable to the Prepetition Agents;

(iii) no later than forty (40) days after the Petition Date, entry of an order approving the retention of a financial advisor reasonably acceptable to the Prepetition Agents, with the terms of the financial advisor’s engagement reasonably satisfactory to the Prepetition Agents and consistent with prepetition discussions regarding fees;

(iv) no later than fourteen (14) days after the Petition Date, the filing of a chapter 11 plan and disclosure statement, each in form and substance acceptable to the Prepetition Agents (such plan and disclosure statement, an “Acceptable Plan” and an “Acceptable Disclosure Statement”);

(v) no later than fifty (50) days after the filing of an Acceptable Plan, approval of solicitation of an Acceptable Plan;

(vi) no later than sixty (60) days after the Petition Date, consummation of the Sale Transaction;

(vii) no later than three (3) business days after approval of the solicitation of an Acceptable Plan, commencement of such solicitation;

(viii) no later than 45 days after the approval of solicitation, confirmation of an Acceptable Plan; and

(ix) no later than 15 days after confirmation, the occurrence of the effective date of an Acceptable Plan.

31. Dismissal. In the event that the Chapter 11 Cases are dismissed pursuant to section 1112 of the Bankruptcy Code or otherwise, the DIP Liens, the DIP Obligations, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall remain in full force and effect, with all rights and remedies attendant thereto. If an order dismissing these Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, (i) the superpriority claims, liens, and security interests granted to DIP Secured Parties and the Prepetition Secured Parties 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 Prepetition Loan Obligations have been paid and satisfied in full (and such superpriority claims and liens shall,

notwithstanding such dismissal, remain binding on all parties in interest) and (ii) this Court shall, to the extent permitted by applicable law, retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing all such claims, liens, and security interests.

32. Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary to permit the DIP Agent or the DIP Lender and the Prepetition Agents or the Prepetition Lenders to exercise, upon the occurrence and during the continuation of any Event of Default and subject to the Intercreditor Agreement, all rights and remedies provided for in the DIP Credit Agreement, the DIP Documents, the Prepetition Loan Documents, and this Interim Order, and to take any or all of the following actions without further order of or application to this Court: (i) immediately cease making any DIP Loans to the Debtors; (ii) immediately declare all DIP Obligations to be immediately due and payable; and (iii) take any other actions or exercise any other rights or remedies permitted under this Interim Order, the DIP Credit Agreement, the DIP Documents, the Prepetition Loan documents or applicable law to effect the repayment of the DIP Obligations and the Prepetition Loan Obligations, in each case, in accordance with the and subject to the rights, limitations, and priorities set forth in this Interim Order, the DIP Credit Agreement, the DIP Documents, and the Prepetition Loan Documents; provided, however, the applicable DIP Agent or Prepetition Agent shall provide seven (7) calendar days' written notice (by facsimile, electronic mail, or overnight mail) to counsel to the Debtors, counsel to any Creditors' Committee, counsel to each of the DIP Agent and the Prepetition Agents, and the U.S. Trustee prior to exercising any lien enforcement rights or remedies with respect to the DIP Collateral or the Prepetition Collateral (the "Remedies Notice Period"). During the Remedies Notice Period, the Debtors and any other party in interest may seek an emergency hearing before this Court to prevent the DIP Agent, the DIP Lender, the

Prepetition Agent, or the Prepetition Lender, as applicable, from exercising such rights and remedies; provided, however, that subject to entry of the Final Order, the Debtors may only contest at such hearing whether an Event of Default has occurred and/or is continuing. The rights and remedies of the DIP Agent, the DIP Lender, the Prepetition Agents and the Prepetition Lenders specified herein are cumulative and not exclusive of any rights or remedies that any such party may have under the DIP Credit Agreement, the DIP Documents, the Prepetition Loan Documents, or otherwise. The Debtors shall cooperate fully with the DIP Agent, the DIP Lender, the Prepetition Agents and the Prepetition Lenders in their exercise of rights and remedies in accordance with this Interim Order, the DIP Credit Agreement, the DIP Documents, or the Prepetition Loan Documents, whether against the DIP Collateral, the Prepetition Collateral or otherwise.

33. Limitations on Borrowings.

(i) In further consideration for the DIP Agent and DIP Lender's agreement to provide the DIP Facility and the Prepetition Secured Parties' consent to the DIP Facility and agreement to permit the use of Cash Collateral, the Debtors, on behalf of themselves and their estates, agree that neither the Debtors nor any party acting on their behalf (including any Creditors' Committee) may seek authorization for the Debtors to borrow money from any person other than the DIP Agent or the DIP Lender to the extent that the repayment of such borrowings is to be (i) entitled to priority superior to, or *pari passu* with, the Superpriority DIP Claims; or (ii) secured pursuant to section 364(d)(1) of the Bankruptcy Code by a lien or security interest that is senior or equal to the liens and security interests held by the DIP Secured Parties, unless the Debtors provide for the immediate indefeasible payment in full in cash of the DIP Obligations at closing in connection with such borrowings in accordance with and subject to the rights,

limitations, and priorities set forth in this Interim Order, the DIP Credit Agreement, and the DIP Documents.

(ii) The Prepetition Term Loan Secured Parties expressly reserve their right oppose (or to seek adequate protection with respect to) any request by the Debtors to borrow money from any person other than the Prepetition Term Loan Secured Parties, including to the extent that the repayment of such borrowings is to be (i) entitled to priority superior to, or *pari passu* with, the Prepetition Term Loan Secured Parties Adequate Protection Superpriority Claims; or (ii) secured pursuant to section 364(d)(1) of the Bankruptcy Code by a lien or security interest that is senior or equal to the liens and security interests held by the Prepetition Term Loan Secured Parties, unless the Debtors provide for the immediate indefeasible payment in full in cash of the Prepetition Term Loan Obligations at closing in connection with such borrowings in accordance with and subject to the rights, limitations, and priorities set forth in this Interim Order, the Intercreditor Agreement and other prevailing law.

34. Modifications of DIP Credit Agreement and Budget. The Debtors are authorized, without further order of the Court, to enter into agreements with (a) the DIP Agent and the Prepetition Agents providing for any modifications or amendments to the Budget and (b) the DIP Agent and the DIP Lender providing for any non-material modifications or amendments to the DIP Credit Agreement or the DIP Documents that are not directly adverse to the Prepetition Term Loan Secured Parties, or of any other modifications or amendments to the DIP Credit Agreement or the DIP Documents necessary to conform such documents to this Interim Order; provided, however, that any such modifications or amendments shall be provided to counsel to any Creditors' Committee, the Prepetition Agents for delivery to the respective Prepetition Lenders, and the U.S. Trustee. In addition, the Debtors shall provide notice of any material modifications or amendments

to the DIP Credit Agreement or the DIP Documents to counsel to any Creditors' Committee, the Prepetition Agents, for delivery to the respective Prepetition Lenders, and the U.S. Trustee, each of whom shall have three (3) business days from the date of such notice within which to object in writing to such material modification or amendment. If no timely objection is made to any such material modification or amendment to the DIP Credit Agreement or the DIP Documents, the Debtors may submit to the Court an order under certification of counsel approving such material modification or amendment. If the Creditors' Committee, any Prepetition Agent, any Prepetition Lender, or the U.S. Trustee timely objects to any material modification or amendment to the DIP Credit Agreement or the DIP Documents, the Debtors may request that the Court schedule a hearing (which may be sought on an expedited basis) to consider approval of such material modification or amendment. For the avoidance of doubt, the DIP Agent and the DIP Lender on the one hand and the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders on the other hand shall retain any claims or defenses available to them under the Intercreditor Agreement (including without limitation under Section 5.2 of the Intercreditor Agreement) in respect of any such amendment.

35. Effectiveness of Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry of this Interim Order. Notwithstanding any Local Rule or Bankruptcy Rule, including, but not limited to Bankruptcy Rules 4001(a)(3), 6004(h), and 7062, 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.

36. Control Person Liability. The DIP Agent and the DIP Lender (solely in their respective capacities as a post-petition lender pursuant to this Interim Order, the Final Order and the DIP Documents) shall not, by reason of having made loans under the DIP Facility, be deemed in control of the operations or business of the Debtors.

37. [Reserved].

38. Section 552. Subject to entry of the Final Order, the Prepetition Secured Parties and DIP Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties, Prepetition Agents, DIP Lender or the DIP Agent with respect to proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral.

39. Limitation on Charging Expenses against Collateral. Subject only to and effective upon entry of the Final Order, except to the extent of the Carve-Out, no expenses of administration of the Chapter 11 Cases or any Successor Case, shall be charged against or recovered from the DIP Collateral or the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of DIP Secured Parties, in respect of DIP Collateral, or the Prepetition Secured Parties, in respect of the Prepetition Collateral, and no such consent shall be implied from any other action, inaction, or acquiescence of DIP Secured Parties or the Prepetition Secured Parties, as applicable.

40. Final Hearing. The Final Hearing to consider the relief requested in the Motion shall be held before the Court on **August 5, 2025, at 10:00 a.m. (Eastern Daylight Time)** and any objections or responses to the Motion shall be in writing and filed with the Court **prior to 4:00 p.m. (Eastern Daylight Time) on July 29, 2025.** Any objections to any provisions of this Interim

Order or the relief sought at the Final Hearing by the Motion may be deemed waived unless timely filed and served in accordance with this paragraph 40.

41. Retention of Jurisdiction. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Interim Order.

Dated: July 10th, 2025
Wilmington, Delaware

A handwritten signature in black ink, appearing to read "Craig Goldblatt", written in a cursive style.

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE