IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

In re: MUSCULOSKELETAL ASSOCIATES, PLLC, et al. Debtors.	Chapter 11 Case No. 26-31522 (Jointly Administered)

FIRST AGREED INTERIM ORDER AUTHORIZING THE USE OF CASH COLLATERAL AND PROVIDING ADEQUATE PROTECTION

THIS MATTER came before the Court upon Debtor Musculoskeletal Associates, PLLC ("MA") Emergency Motion for Authority to Use Cash Collateral on an Interim Basis in Case No. 26-31522-jal, Docket 6 (the "MA Motion"), (ii) Debtor Schumacher and Dalton Enterprises, Inc. ("S&D" and together with MA, the "Debtors") Emergency Motion for Authority to Use Cash Collateral on an Interim Basis in Case No. 26-31523-jal, Docket 9 (the "S&D Motion" and together with the MA Motion, the "Motions"), and (iii) the agreement of Debtors and secured lender, Port 51 Lending LLC ("Port 51"), whereby, pursuant to sections 105, 361, 362, 363 and 507 of Title 11 of the United States Code (the "Bankruptcy Code") and Rule 4001 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules"), Debtor and Port 51 have agreed to the terms set forth in this order (the "Interim Order") authorizing Debtors, on an interim basis, to (i) use cash collateral, and (ii) provide adequate protection to Port 51 pursuant to certain Loan Documents as described below.

After notice and a hearing on July 14, 2026 ("Hearing"); the Court having reviewed and considered the Motions, together with all exhibits filed in support thereof, and having completed the preliminary hearing in accordance with section 363 of the Bankruptcy Code and Bankruptcy

Rule 4001 and the Hearing, and after due deliberation and consideration of evidence presented, and statements made, at the preliminary hearing and the Hearing, and for good cause shown, the Court having found that:

A. The Court has jurisdiction over the Motions and the authority to grant the relief requested therein.

B. The notice provided by Debtors is adequate and sufficient under the circumstances herein pursuant to 11 U.S.C. §§ 102 and 363 and Fed. R. Bankr. P. 4001 and no other or further notice is required.

C. On June 3, 2026 (the "Petition Date"), Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.

D. Debtors continue to retain possession of their property and operate their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

E. On June 9, 2026, the Court entered an Order Authorizing Use of Cash Collateral on an Interim Basis granting each of the Motions and setting the Hearing.

F. Notice of the Motions is appropriate and adequate under the circumstances set forth herein and presented to this Court and complies with the provisions of § 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014, and all other applicable law.

G. Debtors represent that Port 51, Stock Yards Bank and Trust ("Stockyards," and together with Port 51, the "Lien Claimants") may each assert an interest in some or all of Debtors' cash collateral by virtue of the respective documents as identified in and attached to the Motion.

H. Port 51 asserts, and Debtors acknowledge and agree, but the Court does not adopt s findings in this Interim Order, that:

1. Prior to the initiation of the above-captioned cases (the "Chapter 11 Cases"), Debtor S&D, along with Debtor Old Goat ILRE Holdings, LLC, and non-debtor Old Goat ILET, LLC, executed a (i) Promissory Note in the original principal amount of $1,906,000.00 ("Note 1") payable to the order of Port 51 and (ii) a Promissory Note in the original principal amount of $400,000.00 ("Note 2") payable to the order of Port 51, along with other loan and security agreements executed in connection therewith (collectively referred to herein as the "Loan Documents") pursuant to which Port 51 made loans to Debtor S&D, along with Debtor Old Goat ILRE Holdings, LLC, and non-debtor Old Goat ILET, LLC;

2. Pursuant to the Loan Documents, in consideration of the loans and other financial accommodations extended to Debtor S&D, along with Debtor Old Goat ILRE Holdings, LLC, and non-debtor Old Goat ILET, LLC under such agreements, and to secure the payment and performance of Debtor's obligations under the Loan Documents, Debtors granted Port 51 security interests and liens in substantially all of Debtors' assets to the extent described in the Loan Documents (collectively, the "Prepetition Collateral");

3. Subject to the assertion of a Challenge prior to the expiration of the Challenge Deadline (as both terms are defined herein), Port 51 duly perfected security interests in, and liens upon, the Prepetition Collateral by filing financing statements and taking certain other actions and, as a consequence, Port 51 has valid, perfected and enforceable first-priority liens

upon, and security interests in, the Prepetition Collateral (collectively, the "Prepetition Liens");

4. Port 51 asserts that under the Loan Documents, the balance owing on July 13. 2026 (i) under Note 1 is approximately $1.828,110.26, plus fees, costs, and expenses (including, without limitation, legal fees and expenses) that have accrued or may accrue and (ii) under Note 2 is approximately $403,566.09, plus fees, costs, and expenses (including, without limitation, legal fees and expenses) that have accrued or may accrue (all obligations of Debtors arising under the Loan Documents being collectively referred to herein as the "Credit Obligations");

5. The Credit Obligations and the Loan Documents constitute valid and binding obligations of Debtors;

6. All of the cash and cash equivalents generated by Debtors' operations wherever located, and all cash and cash equivalents generated from asset dispositions with respect to the Prepetition Collateral and all proceeds from collection of accounts receivable generated by the operation of Debtors' operations or the disposition of any Prepetition Collateral, constitute Port 51's cash collateral as defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"); and

7. Subject to the entry of a Final Order approving the Debtors' use of Cash Collateral, Port 51 has a first-priority, valid and perfected security interest in, and lien upon, the Cash Collateral and the other Prepetition Collateral,

in an amount to be agreed upon by the Debtor and Port 51, or by Court order under section 506 of the Bankruptcy Code.

I. Stock Yards Bank and Trust Company (the "Junior Lienholder") may assert interests in the Prepetition Collateral and the Cash Collateral by virtue of its credit agreements with Debtor MA. Nothing contained herein shall be construed to preclude Debtor or any other party in interest from hereafter objecting to the claims of the Junior Lienholder, or to the validity, extent, or priority of the respective security interests, if any, of the Junior Lienholder, in and to any of Debtors' assets.

J. The relief requested in the Motion is necessary, essential and appropriate for the continued operation of Debtors' businesses because Debtors are unable to pay wages and meet other current and immediate operating expenses without the use of the Cash Collateral;

K. Port 51 has indicated that it objects to the use of Cash Collateral unless provision is made for adequate protection of its interest in such Cash Collateral and other Prepetition Collateral;

L. The terms and conditions embodied in this Interim Order are those under which Port 51 is willing to consent to Debtors' use of Cash Collateral, such terms having been agreed to by Port 51 and Debtors after good faith and arm's length negotiations;

M. Port 51 has further indicated that its willingness to permit use of Cash Collateral does not constitute an acknowledgement that such use would support any claim under section 506(c) of the Bankruptcy Code;

N. Port 51 has acted in good faith in agreeing to allow the use of the Cash Collateral under the terms and conditions set forth in this Interim Order;

O. The Court has the authority to grant the relief requested by the Motion as set forth in this Interim Order under sections 363(c) (authorizing the use of the Cash Collateral) and 363(e) (authorizing the Court to grant adequate protection to Port 51 and the Junior Lienholder) of the Bankruptcy Code;

P. Good and adequate cause justifies granting of the relief requested, which relief will minimize the disruption of Debtors' operations, and further the best interests of Debtors, their respective creditors, and bankruptcy estates;

Q. It is in the best interests of Debtors and all of the creditors that Debtors be permitted to use the Cash Collateral pursuant to the terms hereof; and

R. The relief granted by this Interim Order is in the best interests of Debtors and their creditors;

NOW, THEREFORE, IT IS **ORDERED AND ADJUDGED** that:

1. **Maximum Amount**. Subject to the terms and conditions hereof, prior to the occurrence of a Termination Event (as defined below) not waived by Port 51 in accordance with the terms and conditions hereof, Debtors are authorized to use the Cash Collateral in the amounts set forth in the Approved Budget (as defined below), for the time period indicated thereon, plus (i) an amount not to exceed ten percent (10%) for each line item, on a cumulative basis for that line item since the beginning of the Approved Budget period or (ii) an amount in excess of ten percent (10%) of any line item so long as the total of all amounts in excess of all line items for the Approved Budget do not exceed five percent (5%) in the aggregate of the total Approved Budget, on a cumulative basis, for all items since the beginning of the Approved Budget Period (collectively, the "Maximum Amount). The Maximum Amount may be increased upon the express written consent of Port 51. Port 51 shall have no obligation to consent to either an increase

in the Maximum Amount or an extension of the applicable Approved Period (as defined below), any such consent being in the sole discretion of Port 51. The Debtor, however, expressly reserves its rights to seek this Court's approval for continued use of Cash Collateral over any objection(s) by Port 51. Nothing in this Interim Order shall require Port 51 to make any advances of additional funds or credit.

2. **Approved Budget**. Debtors have proposed, and Port 51 has approved subject to the terms and conditions hereof, the budgets attached hereto as **Exhibit 1** and **Exhibit 2**(the "Approved Budget") for the period beginning on June 3, 2026 and continuing through the week of November 30, 2026 (such period, which may be extended with the written consent of Port 51, the "Approved Period"; *provided* that for purposes of this Interim Order, the Approved Period shall be deemed to end on August 31, 2026] unless an agreed final order authorizing use of cash collateral on terms and conditions acceptable to Port 51 (a "Final Order") is entered by the Court on or before that date); *provided*, *however*, that Debtors shall not be prohibited from seeking to use Cash Collateral on a non-consensual basis pursuant to section 363(c)(2)(B) of the Bankruptcy Code if Port 51 refuses to provide approval after conclusion of the Approved Period; *but further provided* that Debtors' acknowledgements and agreements as set forth in paragraph G of this Interim Order (the "Acknowledgements") shall remain fully operative and enforceable. If Port 51 shall refuse, for any reason, to consent to further use of Cash Collateral (whether in excess of the Maximum Amount or after the Approved Period), and absent any subsequent order of this Court authorizing the non-consensual use of Cash Collateral pursuant to section 363(c)(2)(B) of the Bankruptcy Code, Debtors' authority to use Cash Collateral shall immediately cease at 11:59 p.m. on the last date of the then applicable Approved Period. Port 51 shall cooperate with Debtor to set a hearing on any motion to extend the Approved Period or otherwise continue the use of Cash

Collateral with the objective of having the Court hear the matter before the end of the Approved Period.

3. **Permitted Uses**. During any Approved Period, but subject to the conditions set forth herein, Debtors may use Cash Collateral, not to exceed the Maximum Amount at any time, *provided that* cash expenditures budgeted in one week and not used in that week, may be carried over to the immediately subsequent week. Port 51 may consent in writing at any time to an increase in any budgeted expense item, but Port 51 shall have no obligation to provide consent to such an increase, any such consent being in the sole discretion of Port 51. Should Port 51 object to any requested increase in any budgeted expense item, the Debtors reserve the right to seek this Court's approval for such increase.

4. Notwithstanding anything to the contrary set forth herein, but subject to the proviso for a creditors' committee set forth below, no portion of the Cash Collateral or Collateral shall be used to (a) investigate, prepare for, commence or prosecute any action, counterclaim or objection with respect to claims, liens or security interests of Port 51, or (b) investigate, prepare for, prosecute, defend or otherwise contest any claim (as defined in section 101(5) of the Bankruptcy Code) or action against or otherwise adverse to Port 51, *provided*, *however*, that Debtors shall not be prohibited from seeking to use Cash Collateral on a non-consensual basis pursuant to section 363(c)(2)(B) of the Bankruptcy Code if Port 51 refuses to provide approval after conclusion of the Approved Period, and *provided further, however*, any appointed creditors' committee shall be permitted to use up to $2,500 of Cash Collateral to investigate the enforceability and priority of the Prepetition Liens. Debtors shall not use Cash Collateral to make transfers to any insider of Debtor (as that term is defined in section 101(31) of the Bankruptcy Code) except as may be provided in the Approved Budget.

5. **Replacement Liens**.

In addition to the existing rights and interests of Port 51 in the Cash Collateral and the other Prepetition Collateral, Port 51 is hereby granted, as security for the repayment and performance of the Credit Obligations, valid, binding, enforceable, and perfected first-priority replacement liens (the "Replacement Liens") in all property acquired or created postpetition, including, without limitation, all deposit accounts existing as of the Petition Date, or thereafter created, any other property of Debtors existing as of the Petition Date, or thereafter acquired, and all proceeds of the foregoing (the "Additional Collateral," and together with the Prepetition Collateral, the "Collateral"); *provided* that the Replacement Liens shall be subject to validly perfected prepetition liens, if any, having priority over Port 51's Prepetition Liens.

6. **Adequate Protection**.

a. In order to protect the interests of Port 51, Port 51 is hereby granted the Replacement Liens as provided in paragraph 5 above as security for any diminution in value of its security interest in Cash Collateral and other Collateral resulting from Debtor's use of such Cash Collateral and other Collateral, and, subject only to the Carve Out (as defined below), a superpriority administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code (a "Superpriority Claim"), and such rights to which it may be entitled under section 507(b) of the Bankruptcy Code, subject in all respects to the Carve Out (as defined hereinbelow). However, the Superpriority Claim shall be limited to the Cash Collateral that is actually used by the Debtor during the case. Notwithstanding the foregoing, nothing herein should prejudice Port 51 from pursuing an additional claim pursuant

to section 507(b) for failure of adequate protection of collateral other than Cash Collateral. Without limiting the foregoing in any respect, Port 51 may at any time request that the Court enter an order providing additional protections as a condition to the continued use of Cash Collateral.

b. On June 5, Port 51 received $29,794.29 from Debtor S&D via automatic bank draft initiated by Port 51 (the "Post-Petition Funds"). It remains in possession of those funds but has not applied them to the Credit Obligations. Debtors consent to Port 51 retaining the Post-Petition Funds as prepayment on Adequate Protection Payments defined below.

c. As set forth in the Approved Budget, starting on August 15, 2026, Debtor shall make monthly payments (on the 15th of each month) of $20,000 to Port 51.

7. **Additional Debtor Covenants**.

a. Debtors shall timely pay all postpetition taxes and assessments as they become due;

b. Debtors shall maintain current levels of loss and liability coverage on all Collateral;

c. In the event that Debtors shall, after the Petition Date, learn that any account receivable in excess of $25,000, whether generated pre- or post-petition, is uncollectible or for which the account debtor has refused to pay, Debtor shall, as soon as practicable (but in no event more than five business days of learning such), notify Port 51 in writing;

d. Debtors shall make no increases in compensation, dividends, or benefits for any of its officers, employees or insiders; *provided* that nothing contained herein shall authorize any transfer to an insider of Debtors except in accordance with paragraph 3 of this Interim Order; and

e. Debtors' actual aggregate amount of cash receipts, accounts receivable and inventory on hand will be subject to a cumulative variance over any time period measured of not less than 90% of the aggregate budgeted amount for such items in the Approved Budget during the measurement period.

8. **Liens and Superpriority Claim not Subject to 364(d)**. The Replacement Liens and the Superpriority Claim shall not be subordinated to any other lien under section 364(d) of the Bankruptcy Code or otherwise but shall be subordinate to the Carve Out.

9. **Termination**. Debtors' authorization to use Cash Collateral, and Port 51's consent to the same, whether under this Interim Order or pursuant to any subsequent approval or a Final Order, shall immediately cease upon the earliest occurrence of any Termination Event. As used herein, "Termination Event" shall mean any of the following:

a. Such time as Debtors make any transfer or payment that is both (i) not authorized by this Interim Order, and (ii) not of a character or type of expense contemplated in the Approved Budget to be incurred by Debtors during this case, unless Port 51 provides written consent to such transfer or payment;

b. Any Debtor's case is converted to a case under chapter 7 of the Bankruptcy Code, unless such conversion is consented to in writing by Port 51;

c. The entry of any order materially modifying, reversing, revoking, staying, rescinding, vacating or amending this Interim Order without the prior written consent of Port 51;

d. Any other person or party in interest is granted or is to be granted, without the prior written consent of Port 51, an interest, adequate protection or assurance, whether pursuant to sections 361, 362, 363, 364, or 365 of the Bankruptcy Code, under applicable law, by voluntary act of Debtors, or otherwise, in any property in which Port 51 has an interest, including the Collateral and/or Cash Collateral which interest is senior to, or granted equal priority with, the interests of Port 51 therein; or

e. Upon five (5) business days' written notice, which must be filed with the Court, from Port 51 to Debtors, the UST and the Junior Lienholders in the event that Debtors violate or breach any of their other covenants or obligations in this Interim Order, including the failure of Debtors to make adequate protection payments when due; provided however that Debtors shall have to right to cure such violations or breaches within three (3) business days of actual receipt of such written notice.

Port 51 may agree to extend any deadline or waive any requirement contained in this paragraph 9, without further order of this Court; *provided* that any such extension or waiver shall not be effective unless in writing and executed by Port 51. Upon the occurrence of a Termination Event, and the termination of Debtors' authorization to use Cash Collateral pursuant to this paragraph 9, (i) Debtors shall immediately cease use of Cash Collateral, unless Port 51 consents to such use, in writing, after such termination; (ii) Port 51 shall file a notice of termination with the Court

providing the reason for said termination and serve said notice on the UST, the Junior Lienholder, Debtors and all parties that enter an appearance; and (iii) upon the fifth (5th) business day following the filing of such notice with the Court, the automatic stay of Section 362 of the Bankruptcy Code shall be lifted as to Port 51 and Port 51 may proceed to promptly liquidate the Collateral ***unless*** Debtor shall have obtained an emergency hearing from the Court within such five (5) business day period seeking an extension of the stay. At such hearing, the only issue before the Court with respect to an extension of the stay will be whether a Termination Event has occurred, and if the Court finds that a Termination Event has occurred, the stay will be lifted as to Port 51.

10. **Reporting and Inspection**. Upon reasonable notice of not less than five (5) business days, Debtors shall provide Port 51 and its respective consultants, accountants, agents, representatives, employees, or attorneys access to: (a) all of Debtors' books and records for the purpose of examining, inspecting, copying, and making extracts therefrom; (b) all of the Collateral for the purpose of inspecting same; (c) Debtors' business premises for purposes of determining whether Debtors are in compliance with the terms of this Interim Order. Debtors shall cooperate, consult with, and provide to such consultants, accountants, agents, representatives, employees, or attorneys all such information as they may reasonably request for the purposes of determining or verifying compliance by Debtors with the terms of this Interim Order, examining and verifying Debtors' financial reports or condition, and auditing or reviewing Debtors' business operations or appraising and evaluating Debtors' assets. Debtors shall also provide Port 51 with copies of the following documents and other financial information:

a. Cash flow projections of Debtors if prepared in the ordinary course of business;

b. All financial reporting required by the Loan Documents and operating reports, including bank statements for any and all deposit accounts maintained by or for the benefit of Debtors required or requested by the UST;

c. Any financial reports required to be filed with the Court; and

d. A written report (the "Bi-Weekly Report") verified by an officer of Debtors, to be provided to Port 51 on or before noon [(Eastern) Wednesday] every other week: (i) itemizing and cumulatively totaling all post-petition receipts and disbursements for the previous two weeks; (ii) setting forth a performance vs. Approved Budget comparison analysis (including with respect to collections and disbursements) for the previous two calendar weeks; (iii) setting forth a performance vs. Approved Budget comparison analysis (including with respect to collections and disbursements) for the cumulative period beginning with the Petition Date through the conclusion of the previous calendar week; and (iv) itemizing expenses incurred but not paid (and the terms thereof) during the previous two calendar weeks, each to be in form and substance reasonably satisfactory to Port 51.

Subject to consent of counsel for the parties, the financial officer of Debtors shall make her/himself available for a conference call with Port 51 at any time upon reasonable notice to respond to any questions with respect to the Bi-Weekly Report and related deliveries set forth in this paragraph 10 and Debtors' financial status.

11. **Objections to Credit Obligations and Lien Validity**. All parties in interest, excluding Debtors, shall have through a September 14, 2026 (the "Challenge Deadline") to

commence an adversary proceeding or contested matter (a) challenging the validity, enforceability, priority or amount of the Credit Obligations or the Prepetition Liens, and (b) asserting any claim or cause of action against Port 51 whether having arisen under applicable federal or state law, or the Bankruptcy Code, and whether having arisen in or in connection with the Credit Obligations, or otherwise (any of the foregoing, a "Challenge"); *provided*, *however*, that nothing contained herein shall constitute a determination that any party in interest has standing to pursue a Challenge. If no adversary proceeding or contested matter asserting a Challenge has been properly commenced on or before the Challenge Deadline, (i) the Acknowledgments shall be binding on all parties in interest; (ii) the Credit Obligations shall constitute allowed claims for all purposes of this case, subject to the Debtors' right to seek a Court Order determining the value of Port 51's secured claim under section 506 of the Bankruptcy Code; (iii) the Prepetition Liens shall be deemed legal, valid, binding, perfected, and otherwise unavoidable, first-priority liens in the Prepetition Collateral; (iv) the Credit Obligations shall not be subject to any other or further challenge by any party in interest; and (v) all parties in interest shall be forever barred from asserting any Challenge or otherwise contesting the Credit Obligations, the allowed claim with respect thereto, or the Prepetition Liens, subject to the Debtors' right to seek a Court Order determining the value of Port 51's secured claim under section 506 of the Bankruptcy Code.

12. **Perfection of Replacement Liens and Junior Replacement Liens**. Port 51 shall not be required to file any financing statements, mortgages, or other instruments in any recording office in order to perfect the Replacement Liens granted to Port 51 under this Interim Order, which Replacement Liens are hereby declared perfected, valid and enforceable as of the Petition Date. The Junior Lienholder shall not be required to file any financing statements, mortgages, or other instruments in any recording office in order to perfect the Junior Replacement Liens granted to the

Junior Lienholder under this Interim Order, which Junior Replacement Liens are hereby declared perfected, valid and enforceable as of the Petition Date. If Port 51, in its sole discretion, desires to file financing statements or mortgages, or take other steps to evidence the perfection of the Replacement Liens, or evidence its interest as described in the Loan Documents and Prepetition Liens, all such actions shall be deemed to have been performed or filed as of the Petition Date and the filing officer shall accept a certified copy of this Interim Order as an appropriate filing. At the request of Port 51, Debtors shall execute and deliver such further documents and instruments as Port 51 may reasonably deem necessary or desirable to grant, evidence, or perfect all of the rights given, or intended to be given, to Port 51 by this Interim Order.

13. **Preservation of Replacement Liens**. In the event that this Interim Order or any authorization contained herein is reversed or modified on appeal, Port 51 is entitled to the protection of section 364(e) of the Bankruptcy Code up to the value of the Debtors' use of Cash Collateral from the Petition Date until such reversal or modification, with respect to priorities, liens, and security interests granted under this Interim Order, and any reversal, modification or reconsideration of this Interim Order, whether on appeal or otherwise, shall not limit or affect the rights of Port 51 in reliance upon this Interim Order.

14. **Prohibition against Granting of Other Postpetition Liens or Adequate Protection to Other Parties**. Debtors shall not obtain credit or incur indebtedness secured by security interests in property in which Port 51 has an interest, unless a condition of the granting of relief in such proceeding is that: (i) all Credit Obligations shall be paid in full; or (ii) Port 51 shall have consented thereto previously in writing. In the event that any other party in interest seeks an order pursuant to sections 363 or 364 of the Bankruptcy Code or is otherwise granted or is to be granted adequate protection or assurance pursuant to sections 361, 362, 363, 364 or 365 of the

Bankruptcy Code or under applicable law, Debtors shall give Port 51 notice of such grant or request within two (2) business days thereafter.

15. **Survival**. The liens and security interests created and affirmed hereunder and the respective priorities of such liens as provided by this Interim Order shall remain in effect and continue in the Bankruptcy Case and upon the dismissal or closing of the same.

16. **Automatic Stay**. The automatic stay applicable to Debtors' property pursuant to section 362 of the Bankruptcy Code is hereby modified to the extent necessary to permit all acts, actions and transfers, relating to perfection of interests contemplated herein, including the lifting of the stay following a Termination Event as contemplated in paragraph 8 above. Notwithstanding any other provision herein, and without affecting any of the rights provided to Port 51 herein including in paragraph 9 above, upon a Termination Event or any other termination of Debtors' authority to use Cash Collateral pursuant to the terms of this Interim Order, Port 51 may file a motion seeking to lift the automatic stay to permit it to exercise any rights or remedies available to it under the Loan Documents and/or applicable law, and shall be, subject to the Court's availability, entitled to an emergency hearing on such motion within three (3) business days of serving the same on Debtors, the UST, the Junior Lienholder and all parties that enter an appearance; *provided*, *however*, that if the Court shall not have any available hearing dates within the time prescribed by this paragraph, Port 51 shall be entitled to an emergency hearing on its motion for relief from stay on the earliest date that the Court is available.

17. **Carve-Out**. Notwithstanding anything to the contrary in this Interim Order, but subject to the provisions of this paragraph 17, the Replacement Liens and Superpriority Claim granted to Port 51 herein shall be subject in all respects to a carve out ("Carve Out") for: (a) fees required to be paid to the UST under section 1930(a) of Title 28 of the United States Code (the

"US Trustee's Fees"); and (b) the actual unpaid fees and expenses, up to the amounts set forth in the "Professional Fees" and "Legal Fees" line items of the Approved Budget (the "Budgeted Debtor's Professional Fees and Expenses"), incurred or earned by any professional retained by Debtors (the "Debtor's Professionals") prior to the occurrence of a Termination Event or other termination of Debtors' authority to use Cash Collateral pursuant to this Interim Order; *provided*, *however*, that nothing contained herein shall be deemed as a consent to the allowance of the fees or expenses of Debtor's Professionals or a waiver of the rights of Port 51 to object to any requests for allowance of any fees or expenses by any of Debtor's Professionals. The total amount of the Carve Out for Debtor's Professionals shall not exceed $50,000.00 prior to entry of a Final Order, and upon entry of a Final Order, the Carve Out for Debtor's Professionals shall be increased by $150,000.00 for a total of no more than $200,000.00 during this case. Subject to the terms and conditions of this Interim Order, Debtors are authorized to use Cash Collateral in accordance with and limited to the amounts in the Approved Budget to pay such compensation and expense reimbursements of Debtors' Professionals as may be awarded by the Court pursuant to sections 328, 330 or 331 of the Bankruptcy Code, unless the Court authorizes interim monthly compensation in accordance with Rule 2016-1(c)(2)(B). Nothing in this paragraph 17 shall prejudice or impair the rights of Debtors' Professionals to request an award of aggregate compensation in excess of the amounts set forth in the Approved Budget (the "Unbudgeted Debtor's Professional Expenses") or the rights of Port 51 to object to the amount or reasonableness of the Unbudgeted Debtor's Professional Expenses. Any claim for Unbudgeted Debtor's Professional Expenses shall be subordinate to the Superpriority Claim granted to Port 51 pursuant to this Interim Order. Notwithstanding anything to the contrary in this Interim Order, including, without limitation, the approval of the Carve Out, but subject to the proviso for an official

creditor's committee set forth below, no portion of the Cash Collateral may be used to (y) investigate, prepare for, commence or prosecute any action, claim (such term being used herein as defined in section 101(5) of the Bankruptcy Code), counterclaim or objection with respect to (i) the claims, liens or security interests of Port 51 or (ii) the conduct of Port 51; or (z) investigate, prepare for, prosecute, defend or otherwise contest any claim or any action against or otherwise adverse to Port 51; and any such fees or expenses incurred by any of Debtor's Professionals, regardless of whether the same are Budgeted Debtor's Professional Expenses, shall be excluded from the Carve Out and, for the avoidance of doubt, shall be subordinate to the Superpriority Claim granted to Port 51 pursuant to this Interim Order and/or any Interim Order, *provided*, *however*, that Debtor shall not be prohibited from seeking to use Cash Collateral on a non-consensual basis pursuant to section 363(c)(2)(B) of the Bankruptcy Code if Port 51 refuses to provide approval after conclusion of the Approved Period, and *provided further, however*, that any official creditors' committee shall be permitted to use up to $2,500 of Cash Collateral to investigate the enforceability and priority of the Prepetition Liens.

18. **Waiver of Rights Under Section 506(c) of the Bankruptcy Code**. Subject to the entry of a Final Order after consideration of timely-filed responses by interested parties, Port 51's interests in the Collateral and Cash Collateral, and the proceeds thereof, shall not be subject to the imposition of any costs or expense of administration or other charge, lien, assessment or claim (including, without limitation, any amounts set forth in any budget) against Port 51, its claims or its Collateral under section 506(c) of the Bankruptcy Code or otherwise.

19. **Section 552(b) of the Bankruptcy Code**. Port 51 is hereby entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and all parties in interest, including, without limitation, Debtor, shall not assert that the "equities of the case" exception under section

552(b) of the Bankruptcy Code applies with respect to Port 51, the Credit Obligations, the Prepetition Liens, the Replacement Liens, the Cash Collateral, and/or the Collateral, including without limitation any proceeds, product, offspring, or profits thereof.

20. **Port 51 Reservation of Rights; No Waiver**. Port 51 does not waive, and expressly reserves, any and all claims, defenses, rights and remedies that Port 51 may have pursuant to any or all of the Loan Documents, the Bankruptcy Code and/or other applicable law against Debtors and/or any affiliate of Debtors and/or any of their respective officers, directors, employees, agents or other representatives thereof. In addition, the rights, claims, liens, security interests and priorities of Port 51 arising under this Interim Order are in addition to, and are not intended as a waiver or substitution for, the rights, obligations, claims, liens, security interests and priorities granted by Debtor in its prepetition capacity.

21. **Port 51's Relationship with Debtors**. In taking any actions reasonably related to this Interim Order (including, without limitation, the exercise of any approval rights with respect to any budget), Port 51 shall not have any liability to any third party and shall not be deemed to be in control of the operations of Debtors or to be acting as a "controlling person," "responsible person" or "owner or operator" with respect to the operation or management of Debtors (as such term, or any similar terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response, Compensation and Liability Act as amended, or any similar federal or state statute), and the relationship between Port 51, on one hand, and Debtors, on the other hand, shall not constitute or be deemed to constitute a joint venture or partnership of any kind between Port 51, on one hand, and Debtors, on the other hand.

22. **Effect of Modification of Order**. If any of the provisions of this Interim Order are hereafter modified, vacated or stayed by subsequent order of this Court or any other court, such

stay, modification or vacatur shall not affect the validity and enforceability of any lien, priority, right, privilege or benefit authorized hereby with respect to the Credit Obligations, including, without limitation, the Replacement Liens and Superpriority Claim. Notwithstanding any such stay, modification or vacatur, Port 51 shall be entitled to all the rights, privileges and benefits, including, without limitation, the security interests and priorities granted herein, with respect to all of the Credit Obligations.

23. **Effectiveness**. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution of effectiveness of this Interim Order as provided in such rules.

24. **Disputes**. Any disputes arising from the provisions of this Interim Order shall be determined by the Court.

25. **Effectiveness of Order**. This Interim Order is effective as of the Petition Date.

26. **Final Hearing**. The provisions of this Interim Order authorizing Debtor's limited use of Cash Collateral shall remain in full force and effect pending the earlier of (i) the end of the Approval Period, and (ii) the conclusion of a final hearing upon the Motion as contemplated in Bankruptcy Rule 4001(b)(2). The termination of Debtor's authority to use Cash Collateral hereunder shall not affect any other term or provision of this Order. ***A further hearing (the "Final Hearing") to consider the Motion and the relief sought therein shall be held on August 25, 2026 at 10 a.m. Eastern Time.***

27. The entry of this Order and the scheduling of the Final Hearing upon the Motion shall be immediately noticed by Debtor to all parties who have appeared or otherwise responded

to the Motion or who have filed a notice of appearance in this case, the UST, Debtor's 20 largest unsecured creditors as identified in its chapter 11 petition, and the Lien Claimants.

IT IS SO ORDERED.

Joan A. Lloyd
United States Bankruptcy Judge
Dated: July 30, 2026

Tendered by:

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