

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

In re

PWR INVEST, LP, *et al.*,¹

Debtors.

Chapter 11

Case No. 19-11164 (JTD)

(Jointly Administered)

Related to Docket No. 45

**INTERIM ORDER UNDER 11 U.S.C. §§ 105(a), 361, 362, 363, AND 552,
FED. R. BANKR. P. 4001(b) AND DEL. BANKR. L.R. 4001-2 (A) AUTHORIZING USE
OF CASH COLLATERAL AND (B) GRANTING ADEQUATE PROTECTION**

Upon consideration of the Debtors' *Motion for Entry of Interim and Final Orders (I) Authorizing the Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 45] (the "Motion"),² of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), in the above-referenced chapter 11 cases (the "Cases"), seeking entry of an interim order (this "Interim Order") (a) authorizing the Debtors, pursuant to sections 105(a), 361, 362, 363, 364, 506, 507 and 552 of chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), Rules 2002, 4001, 6003, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2002-1(b), 4001-2, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), that, among other things:

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtors' federal tax identification number, are as follows: Oklahoma Merge, LP (1308) (formerly known as Gaedeke Merge, LP), Oklahoma Merge Midstream, LP (8433) (formerly known as Gaedeke Merge Midstream, LP), Oklahoma River Basin, LP (0385) (formerly known as Gaedeke River Basin, LP), PWR Oil and Gas General Partners, Inc. (4963), and PWR Invest, LP (7429). The mailing address for the Debtors is: 3710 Rawlins St., Suite 1100, Dallas, Texas 75219, with copies to Pronske & Kathman, P.C., c/o Jason P. Kathman, 2701 Dallas Pkwy, Suite 590, Plano, Texas 75093 and Barnes & Thornburg LLP, c/o Kevin G. Collins, 1000 N. West Street, Suite 1500, Wilmington, Delaware 19801.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

- i. authorizes the Debtors to use “cash collateral,” as such term is defined in section 363 of the Bankruptcy Code (the “Cash Collateral”), including, without limitation, Cash Collateral in which the Prepetition First Lien Secured Parties (as defined below) have a Lien or other interest, in each case whether existing on the Petition Dates, arising pursuant to this Interim Order or otherwise, and provides the Prepetition First Lien Secured Parties (as defined below) the Prepetition First Lien Secured Parties’ Adequate Protection (as defined below) as set forth herein;
- ii. modifies the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms and provisions of this Interim Order;
- iii. schedules a final hearing on the Motion (the “Final Hearing”) to consider entry of a final order (the “Final Order”); and
- iv. waives any applicable stay (including under Bankruptcy Rule 6004) and provides for immediate effectiveness of this Interim Order.

Having considered the Motion, the *Declaration of Mark Reed in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 39], and the evidence submitted or proffered at the hearing on this Interim Order (the “Interim Hearing”); and in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d) and 9014 and all applicable Local Rules, notice of the Motion and the Interim Hearing having been provided pursuant to Bankruptcy Rule 4001(b)(1)(C); and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing and otherwise is fair and reasonable and in the best interests of the Debtors, their creditors, their estates and all parties in interest, and is essential for the continued operation of the Debtors’ business; and it appearing that

this Court has jurisdiction over this matter 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 as of February 29, 2012; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. Petition Dates. On May 22, 2019 (the “PWR GP Petition Date”) PWR Oil and Gas General Partners, Inc. (“PWR GP”) filed a voluntary petition under chapter 11 of the Bankruptcy Code. The next day, on May 23, 2019 (the “PWR Invest Petition Date”), PWR Invest, LP (“PWR Invest”) filed its voluntary petition under chapter 11 of the Bankruptcy Code. On August 12, 2019 (the “Subsidiary Petition Date” and together with the PWR GP Petition Date and the PWR Invest Petition Date, the “Petition Dates”), Oklahoma Merge, LP (“Merge”), Oklahoma Merge Midstream, LP (“Midstream”), and Oklahoma River Basin, LP (“River Basin” and collectively with Merge and Midstream, the “Subsidiary Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

B. Jurisdiction and Venue. This Court has core jurisdiction over the Cases, the Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue for the Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, as appropriate, pursuant to Bankruptcy Rule 7052.

U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, and 9014 and the Local Rules.

C. Notice. The Interim Hearing was held pursuant to the authorization of Bankruptcy Rule 4001. Notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties in interest, including: (i) the Office of the United States Trustee for the District of Delaware (the “United States Trustee”), (ii) those entities or individuals included on the Debtors’ list of 20 largest unsecured creditors on a consolidated basis, (iii) counsel to the Prepetition First Lien Agent (as defined below), (iv) the Prepetition First Lien Agent, and (v) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002. Under the circumstances, such notice of the Motion, the relief requested therein and the Interim Hearing complies with Bankruptcy Rule 4001(b), (c) and (d) and the Local Rules, and no other notice need be provided for entry of this Interim Order.

D. Debtors’ Stipulations Regarding the Prepetition Secured Credit Facility. Without prejudice to the rights of parties in interest solely to the extent set forth in Paragraph 11 below, the Debtors on their behalf and on behalf of their estates admit, stipulate, acknowledge, and agree (this Paragraph D hereof shall be referred to herein collectively as the “Debtors’ Stipulations”), which Stipulations shall be binding against the Debtors and survive the expiration of the Interim Period, as follows:

(i) Prepetition First Lien Credit Facility. Pursuant to that certain Credit Agreement (as amended, restated or otherwise modified from time to time prior to the Petition Dates, the “Prepetition First Lien Credit Agreement,” and collectively with any other agreements

and documents executed or delivered in connection therewith, including, without limitation, the “Loan Documents” as defined therein, each as may be amended, restated, supplemented, or otherwise modified from time to time, the “Prepetition First Lien Loan Documents”), by and among Gaedeke Merge, LP (now known as Oklahoma Merge, LP), as borrower (the “Borrower”), the other financial institutions party thereto as “Lenders” (collectively, the “Prepetition First Lien Lenders”), and Chambers Energy Management, LP, as agent (in such capacity, the “Prepetition First Lien Agent” and, together with the Prepetition First Lien Lenders and any other party to which Prepetition First Lien Obligations (as defined below) are owed, the “Prepetition First Lien Secured Parties”), the Prepetition First Lien Secured Parties agreed to extend loans and other financial accommodations to the Borrower pursuant to the Prepetition First Lien Credit Agreement. All obligations of the Debtors arising under the Prepetition First Lien Credit Agreement (including, without limitation, the “Obligations” as defined therein) or the other Prepetition First Lien Loan Documents shall collectively be referred to herein as the “Prepetition First Lien Obligations.”

(ii) Prepetition First Liens and Prepetition Collateral. Pursuant to the Security Documents (as defined in the Prepetition First Lien Credit Agreement) (as such documents are amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Dates, the “Prepetition First Lien Collateral Documents”), by and among each of the Grantors party thereto (and as defined therein) and the Prepetition First Lien Agent, each Grantor granted to the Prepetition First Lien Agent, for the benefit of itself and the Prepetition First Lien Secured Parties, to secure the Prepetition First Lien Obligations, a first priority security interest in and continuing lien (the “Prepetition First Liens”) on substantially all of such Grantor’s assets and properties (which, for the avoidance of doubt, includes Cash Collateral) and all proceeds, products,

accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising. All “Collateral” as defined in the Prepetition First Lien Credit Agreement granted or pledged by such Grantors pursuant to any Prepetition First Lien Collateral Document or any other Prepetition First Lien Loan Document shall collectively be referred to herein as the “Prepetition Collateral.” As of the Subsidiary Petition Date, but with the exception, notwithstanding anything to the contrary in this Interim Order, of the amount of \$569,300 contained in Debtor Oklahoma Merge’s bank account at Northern Trust, (I) the Prepetition First Liens (a) are valid, binding, enforceable, and perfected liens, (b) were granted to, or for the benefit of, the Prepetition First Lien Secured Parties for fair consideration and reasonably equivalent value, (c) are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, and (d) are subject and subordinate only to the Carve-Out (as defined below) and any valid and enforceable security interests or liens that were existing, duly perfected and otherwise unavoidable as of the petition date or that perfected subsequent thereto as permitted by section 546(b) of the Bankruptcy Code and that are senior to the Prepetition First Liens in the relevant Collateral (such security interests of liens, “Prior Liens”), and (II) (x) the Prepetition First Lien Obligations constitute legal, valid, and binding obligations of the Debtors, enforceable in accordance with the terms of the applicable Prepetition First Lien Loan Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (y) no setoffs, recoupments, offsets, defenses, or counterclaims to any of the Prepetition First Lien Obligations exist, and (z) no portion of the Prepetition First Lien Obligations or any payments made to any or all of the Prepetition First Lien Secured Parties are subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or

“claim” (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

(iii) Amounts Owed under Prepetition First Lien Loan Documents. As of the Subsidiary Petition Date, the Borrower owed the Prepetition First Lien Secured Parties, pursuant to the Prepetition First Lien Loan Documents, without defense, counterclaim, or offset of any kind, in respect of loans made by the Prepetition First Lien Secured Parties, an aggregate principal amount of not less than \$74,238,286.84, *plus* all accrued and unpaid interest of not less than \$3,919,627.78 and hereafter accruing and unpaid interest thereon and any additional fees, expenses (including any reasonable attorneys’, accountants’, appraisers’, and financial advisors’ fees and expenses that are chargeable or reimbursable under the Prepetition First Lien Loan Documents), and other amounts now or hereafter due under the Prepetition First Lien Credit Agreement and the other Prepetition First Lien Loan Documents. Notwithstanding anything to the contrary provided herein, allowance of any post-petition costs, fees, and expenses of the Prepetition First Lien Secured Parties remain subject to section 506(b) of the Bankruptcy Code.

(iv) Release of Claims. Subject to the reservation of rights set forth in Paragraph 7 below, each Debtor and its estate shall be deemed to have forever waived, discharged, and released each of the Prepetition First Lien Secured Parties and their respective members, managers, equity holders, affiliates, agents, attorneys, financial advisors, consultants, officers, directors, employees and other representatives (all of the foregoing, collectively, the “Prepetition First Lien Secured Party Releasees”) of any and all “claims” (as defined in the Bankruptcy Code), counterclaims, causes of action (including, without limitation, causes of action in the nature of “lender liability”), defenses, setoff, recoupment, or other offset rights against any and all of the Prepetition First Lien Secured Party Releasees, whether arising at law or in equity, relating to

and/or otherwise in connection with the Prepetition First Lien Obligations, the Prepetition First Liens, or the debtor-creditor relationship between any of the Prepetition First Lien Secured Parties, on the one hand, and any of the Debtors, on the other hand, including, without limitation, (a) any recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state law, federal law, or municipal law and (b) any right or basis to challenge or object to the amount, validity, or enforceability of the Prepetition First Lien Obligations or any payments made on account of the Prepetition First Lien Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition First Liens securing the Prepetition First Lien Obligations.

E. Need for Use of Cash Collateral. The Debtors have an immediate need to use Cash Collateral to, among other things, permit the orderly continuation of the operation of their business, to maintain business relationships with vendors, suppliers, and customers, to make payroll, to make capital expenditures, to satisfy other working capital and operation needs, and to otherwise preserve the enterprise value of the Debtors' estates, as set forth in the Initial Approved Budget. The Debtors' access to sufficient working capital and liquidity through the use of Cash Collateral is vital to preserve the enterprise value of the Debtors' estates. Immediate and irreparable harm will be caused to the Debtors and their estates if immediate permission to use Cash Collateral is not granted, in accordance with the terms of this Interim Order.

F. Interim Use of Cash Collateral. During the Interim Period (as defined below), the Prepetition First Lien Secured Parties are willing to consent to the use of Cash Collateral by the Debtors, as applicable, subject to (i) the entry of this Interim Order and (ii) findings by the Court that such interim use of Cash Collateral is essential to the Debtors' estates, that the terms of such interim use of Cash Collateral were negotiated in good faith and at

arm's length, and that the protections granted pursuant to this Interim Order with respect to such use of Cash Collateral will not be affected by any subsequent reversal, modification, vacatur, or amendment of this Interim Order or any other order. The Prepetition First Lien Secured Parties have each acted in good faith in, as applicable, negotiating, consenting to, and agreeing to provide the use of Cash Collateral on an interim basis as contemplated by this Interim Order, and the reliance by the Prepetition First Lien Secured Parties on the assurances referred to above is in good faith.

G. Adequate Protection for Prepetition First Lien Secured Parties. The Prepetition First Lien Secured Parties have negotiated in good faith regarding the Debtors' use of the Prepetition Collateral (including the Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses. The Prepetition First Lien Secured Parties have agreed to permit the Debtors to use the Prepetition Collateral, including the Cash Collateral, during the Interim Period, subject to the terms and conditions set forth herein. The Prepetition First Lien Secured Parties are entitled to the adequate protection as set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court at the Interim Hearing, the terms of the proposed adequate protection arrangements and use of the Cash Collateral contemplated hereby are fair and reasonable, reflect the Debtors' prudent exercise of business judgment, and constitute reasonably equivalent value and fair consideration for the consent of the Prepetition First Lien Secured Parties.

H. Section 552. In light of the subordination of the Prepetition First Liens and superpriority administrative claims to the Carve-Out (as defined below) and any Prior Liens, each of the Prepetition First Lien Secured Parties is entitled to all of the rights and benefits of section

552(b) of the Bankruptcy Code, and, subject to the entry of the Final Order, the “equities of the case” exception shall not apply.

I. Good Faith. All of the Prepetition First Lien Secured Parties’ Adequate Protection (as defined below) shall be deemed to have been extended in good faith and on arms’ length terms, and the Prepetition First Lien Secured Parties’ Adequate Protection (as defined below) shall be entitled to the full protection of this Interim Order in the event this Interim Order or any other order or any provision hereof or thereof is vacated, reversed, amended, or modified, on appeal or otherwise.

J. Relief Essential; Best Interests. For the reasons stated above, the Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2), and the Local Rules. Absent granting the relief set forth in this Interim Order, the Debtors’ estates and their ability to successfully preserve the enterprise value of the Debtors’ estates will be immediately and irreparably harmed. Authorization of the use of Cash Collateral in accordance with this Interim Order is therefore in the best interests of the Debtors’ estates and consistent with their fiduciary duties.

K. Committee Formation. As of the date hereof, the United States Trustee has not appointed an official committee of unsecured creditors in these cases pursuant to section 1102 of the Bankruptcy Code (a “Committee”).

NOW, THEREFORE, on the Motion and the record before this Court with respect to the Motion, and with the consent of the Debtors and the Prepetition First Lien Agent (on behalf of the Prepetition First Lien Secured Parties) to the form and entry of this Interim Order, and good and sufficient cause appearing therefor,

IT IS ORDERED that:

1. Motion Granted. The Motion is hereby granted on an interim basis in accordance with the terms and conditions set forth in this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, or settled, are hereby denied and overruled, without prejudice to the rights of all parties in interest to object to the entry of a final order on the Motion, which are preserved.

2. Budget. Attached hereto as Exhibit A is a rolling 13-week cash flow budget (the “Initial Approved Budget”) which reflects on a line-item basis the Debtors’ (i) weekly projected cash receipts, (ii) weekly projected disbursements (including ordinary course operating expenses, bankruptcy-related expenses under the Cases, capital expenditures, asset sales, issuances of any letter of credit, including the fees relating thereto, and estimated fees and expenses of the Prepetition First Lien Agent (including counsel and financial advisors therefor), and any other fees and expenses relating to these Cases, and (iii) the total unrestricted cash on hand (the “Aggregate Liquidity”). Commencing on August 23, 2019 and continuing every Friday thereafter (i.e., every week), the Debtors shall prepare and deliver to the Prepetition First Lien Agent, the United States Trustee and any Committee appointed in these Cases: (a) an updated “rolling” 13-week budget, which, once approved in writing by the Prepetition First Lien Agent in its sole discretion, shall supplement and replace the Initial Approved Budget or Supplemental Approved Budget, as applicable, then in effect (each such updated budget that has been approved in writing by the Prepetition First Lien Agent, a “Supplemental Approved Budget”) without further notice, motion, or application to, order of, or hearing before, this Court; provided, however, that the Prepetition First Lien Agent shall have one week to approve each updated “rolling budget” (and failure to timely provide the Debtors written notice of any objection to such updated “rolling budget” shall be deemed to have approved such updated “rolling budget”); provided, further, however, that

unless and until the Prepetition First Lien Agent has approved (or is deemed to have approved as provided above) such updated budget, the Debtors shall still be subject to and be governed by the terms of the Initial Approved Budget or Supplemental Approved Budget, as applicable, then in effect in accordance with this Interim Order, and the Prepetition First Lien Secured Parties shall have no obligation to permit the use of Cash Collateral with respect to such updated “rolling budget”, and (b) a variance report/reconciliation report certified by Mark Reed, in form acceptable to the Prepetition First Lien Agent, setting forth (i) the actual cash receipts, expenditures and disbursements of the Debtors for such immediately preceding week on a line-item basis and available cash on hand as of the end of such week, (ii) the variance in dollar amounts of the actual receipts, expenditures and disbursements for each four-week period (or such lesser period during the first four weeks following the Subsidiary Petition Date) from those budgeted amounts for the corresponding period reflected in the Approved Budget (as defined below), and (iii) a description of the nature of any positive or negative variance in excess of 10% in the cumulative disbursements for such period from what is reflected in the corresponding period in the Approved Budget. The aggregate, without duplication, of all items in the Initial Approved Budget and any Supplemental Approved Budgets shall constitute the “Approved Budget.” Notwithstanding anything to the contrary in this Interim Order, but subject to Paragraph 19 of this Interim Order, the reasonable professional fees, costs and expenses of the Prepetition First Lien Agent’s advisors shall be due, payable and paid in accordance with the terms of this Interim Order, notwithstanding any budgeted amounts for such fees, costs and expenses set forth in the Approved Budget.

3. Budget Covenants. During the Interim Period, unless otherwise agreed by the Prepetition First Lien Agent, the Debtors shall only expend Cash Collateral in accordance with the specific purposes, and at the specific time periods, set forth in the Approved Budget (and in

the case of the costs and expenses of the Prepetition First Lien Agent, in accordance with this Interim Order), subject to the following permitted variances, which shall be tested initially on August 28, 2019 (the “First Testing Date”) (testing the period from the Subsidiary Petition Date through and including August 21, 2019 (such initial testing period, the “First Testing Period”) and continuing on each Wednesday thereafter (each, a “Subsequent Testing Date”) (in each case, testing the trailing four week period (or such lesser period during the first four weeks following the Subsidiary Petition Date) ending on the Friday before the applicable Subsequent Testing Date (each, a “Four Week Testing Period”)): (a) (i) for the First Testing Date, the sum of all actual disbursements of the Debtors (calculated in the same manner as the “Total Operating & NonOp Disbursements” in the Approved Budget were calculated) for the First Testing Period shall not exceed 110% of the sum of the “Total Operating & NonOp Disbursements” for such First Testing Period as set forth in the Approved Budget, and (ii) for each Subsequent Testing Date, the sum of all actual operating disbursements of the Debtors (calculated in the same manner as the “Total Operating & NonOp Disbursements” in the Approved Budget were calculated) for the immediately preceding Four Week Testing Period shall not exceed 110% of the sum of the “Total Operating & NonOp Disbursements” for such Four Week Testing Period as set forth in the Approved Budget. The foregoing budget-related covenants are collectively referred to herein as the “Budget Covenants.”

4. Authorization to Use Cash Collateral. During the Interim Period, subject to the terms and conditions of this Interim Order, including, without limitation, the Budget Covenants set forth in Paragraph 3 hereof, the Debtors are authorized to use Cash Collateral; provided, however, that each Debtor shall be prohibited from at any time using Cash Collateral except in accordance with the terms and conditions of this Interim Order (and following the entry of the

Final Order, the Debtors' authority to use further Cash Collateral will be governed by the terms of such Final Order). To fund the Debtors' working capital and other general corporate needs pending the Final Hearing, in accordance with the terms of this Interim Order, the Debtors may use Cash Collateral. Subject to Paragraph 15 below, upon the occurrence and during the continuance of a Termination Event (as defined below), the Prepetition First Lien Agent (on behalf of the Prepetition First Lien Secured Parties) may terminate the consensual Cash Collateral use arrangement contained herein without further notice, motion, or application to, order of, or hearing before, the Court; provided, that the rights of the Prepetition First Lien Secured Parties under this Interim Order or otherwise shall not be affected by the waiver of any Termination Event by any other party. The earliest date upon which the consensual Cash Collateral use arrangement described in this Interim Order is terminated pursuant to this Paragraph 4 shall be referred to herein as the "Cash Collateral Termination Date." The period from the entry of this Interim Order through and including the earliest to occur of (i) the entry of the Final Order, (ii) the Cash Collateral Termination Date, or (iii) September 13, 2019, in each case unless extended by written agreement of the Prepetition First Lien Agent shall be referred to herein as the "Interim Period."

5. Adequate Protection. In consideration for the use of the Prepetition Collateral (including Cash Collateral), the Prepetition First Lien Agent, for the benefit of the Prepetition First Lien Secured Parties, shall receive the following adequate protection (collectively referred to as the "Prepetition First Lien Secured Parties' Adequate Protection"):

(i) First Lien Adequate Protection Liens. To the extent there is a diminution in value of the interests of the Prepetition First Lien Secured Parties in the Prepetition Collateral (including Cash Collateral) from and after, with respect to the assets of PWR GP, the PWR GP Petition Date, with respect to the assets of PWR Invest, the PWR Invest Petition Date, and with

respect to the assets of the Subsidiary Debtors, the Subsidiary Petition Date, resulting from the use, sale, or lease by the Debtors of the applicable Prepetition Collateral (including Cash Collateral), the subordination of the Prepetition First Liens to the Carve-Out, and the imposition or enforcement of the automatic stay of section 362(a) of the Bankruptcy Code, and to the extent of any Prior Liens (“Diminution in Collateral Value”), the Prepetition First Lien Agent, for the benefit of all the Prepetition First Lien Secured Parties, is hereby granted, subject to the terms and conditions set forth below, pursuant to sections 361 and 363 of the Bankruptcy Code, replacement Liens upon all property of the Debtors, now existing or hereinafter acquired (except for the amount of \$569,300 contained in the Debtors’ bank account at Northern Trust, of which only the sum of \$284,650 shall be subject to the First Lien Adequate Protection Liens provided in this subsection), including, without limitation, all cash and cash equivalents, and any investment in such cash or cash equivalents, money, inventory, goods, accounts receivable, other rights to payment, intercompany loans and other investments, investment property, contracts, contract rights, properties, plants, equipment, machinery, general intangibles, payment intangibles, accounts, deposit accounts, documents, instruments, chattel paper, documents of title, letters of credit, letter of credit rights, supporting obligations, leases and other interests in leaseholds, real property, fixtures, patents, copyrights, trademarks, trade names, other intellectual property, intellectual property licenses, capital stock of subsidiaries, tax and other refunds, insurance proceeds, commercial tort claims, Avoidance Actions and proceeds relating thereto, rights under section 506(c) of the Bankruptcy Code, all other Prepetition Collateral, and all other “property of the estate” (as defined in section 541 of the Bankruptcy Code) of any kind or nature, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, and all rents, products, substitutions, accessions, profits, replacements, and cash and non-cash proceeds of all of the

foregoing, as provided below (all of the foregoing collateral collectively referred to as the “Adequate Protection Collateral” and together with the Prepetition Collateral, the “Collateral,” and all such Liens granted to the Prepetition First Lien Agent for the benefit of all the Prepetition First Lien Secured Parties pursuant to this Interim Order, the “First Lien Adequate Protection Liens”), which First Lien Adequate Protection Liens on such Adequate Protection Collateral shall be subject and subordinate only to the Carve-Out and any Prior Liens and shall be senior in priority to the Prepetition First Liens. The First Lien Adequate Protection Liens and the First Lien Adequate Protection Superpriority Claims (as defined below) (A) shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code or, subject to entry of the Final Order, section 506(c) of the Bankruptcy Code or the “equities of the case” exception of section 552 of the Bankruptcy Code, (B) shall not be subordinate to, or *pari passu* with, (x) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise or (y) any intercompany or affiliate liens or claims of the Debtors, and (C) shall be valid and enforceable against any trustee or any other estate representative appointed in the Cases, upon the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing, and/or upon the dismissal of the Cases.

(ii) Granting of Lien against PWR Invests Hedges. Upon the entry of this Order, the Prepetition First Lien Parties shall be granted a perfected security interest by PWR Invest in the income stream from all hedge contracts earned during the Interim Period to secure the Obligations to the Prepetition First Lien Parties.

(iii) Foregoing of Management Fees of Gaedeke Oil & Gas (“GOGO”). GOGO agrees, following a statement on the record at the Interim Cash Collateral Hearing, to forego any management fee incurred by the Debtors during the Interim Period.

(iv) Deposit of Funds from Northern Trust Bank Account into Bank of Texas Account; Segregation of Certain Cash. Upon the entry of this Interim Order, the Debtors shall transfer all but \$569,300 of their funds from the Northern Trust account of Merge to Debtor Merge's primary cash account (Bank of Texas Account No. XXXXXX4098) (the "**Bank of Texas Account**"). This transfer of funds into this account shall survive this Order not being extended by a Final Order. From and after the date of entry of this Interim Order, the Debtors shall deposit all post-petition cash receipts, and maintain such cash, in the Bank of Texas Account, and the Prepetition First Lien Parties shall have a perfected security interest in the Bank of Texas Account to secure the Obligations to the Prepetition First Lien Parties. The Debtors shall hold the remaining \$569,300 of cash in the Northern Trust account of Merge and shall not disburse, transfer, or encumber such cash absent further order of the Court following notice and a hearing. The Debtors acknowledge that the Prepetition First Lien Secured Parties assert that such \$569,300 of cash is cash collateral. The rights of the Debtors, their estates, and all other parties are reserved as to whether such \$569,300 constitutes cash collateral of the Prepetition First Lien Secured Parties.

(v) Segregation of Cash Held by GOGO. All cash held or controlled by GOGO that is held, controlled, or received on account of revenues attributable to the sale of oil, gas, or natural gas liquids produced from assets of the Debtors or other receivables of the Debtors shall promptly be segregated into a separate cash account upon notice to the U.S. Trustee with a bank that is an approved U.S. Trustee Depository for the District of Delaware, and such cash shall be held and shall not be used by GOGO, the Debtors, or their affiliates pending entry of an order by the Court determining whether such cash constitutes cash collateral of the Prepetition First Lien Secured Parties. GOGO and the Debtors shall provide a weekly accounting of such cash reasonably acceptable to the Prepetition First Lien Secured Parties.

(vi) First Lien Adequate Protection Superpriority Claims. To the extent of Diminution in Collateral Value of the Collateral, the Prepetition First Lien Secured Parties are hereby further granted allowed superpriority administrative claims in these Chapter 11 Cases and any Successor Cases (such adequate protection superpriority claims, the “First Lien Adequate Protection Superpriority Claims”), pursuant to section 507(b) of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims against the Debtors and their estates, now existing or hereafter arising, junior only to the Carve-Out to the extent provided herein, and payable from and having recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including, subject only to the entry of the Final Order, any proceeds or property recovered in connection with the pursuit of Avoidance Actions. Subject to the relative priorities set forth above, the Adequate Protection Superpriority Claims against each of the Debtors shall be against each of the Debtors on a joint and several basis. For purposes of this Interim Order, the terms “Paid in Full,” “Repaid in Full,” “Repay in Full,” and “Payment in Full” shall mean, with respect to any referenced Prepetition First Lien Obligations, (i) the indefeasible payment in full in cash of such obligations and (ii) the termination of all credit commitments under the Prepetition First Lien Loan Documents.

(vii) Professional Fees. During the Interim Period, as further adequate protection, and without limiting any rights of the Prepetition First Lien Agent and the other Prepetition First Lien Secured Parties under section 506(b) of the Bankruptcy Code which are hereby preserved, and in consideration, and as a requirement, for obtaining the consent of the Prepetition First Lien Secured Parties to the entry of this Interim Order and the Debtors’ consensual use of Cash Collateral as provided herein, the Debtors shall (i) pay or reimburse in cash the Prepetition First Lien Agent for any and all fees, costs, expenses, and charges to the extent, and at

the times, payable under the Prepetition First Lien Loan Documents, including, without limitation, any unpaid fees, costs and expenses accrued prior to the Petition Dates, and (ii) pay currently all reasonable out-of-pocket fees, costs, and expenses of the Prepetition First Lien Agent (including, without limitation, the fees, costs, and expenses of counsel and financial advisors for the Prepetition First Lien Agent), in the case of each of sub-clauses (i) and (ii) above, up to a maximum aggregate amount for subclauses (i) and (ii) above combined (whenever incurred) of \$100,000 pursuant to this Interim Order, and all whether accrued prepetition or postpetition and whether or not budgeted in the Approved Budget, and without further notice (except as provided in Paragraph 19 below with respect to postpetition professional fees, costs, and expenses), motion, or application to, order of, or hearing before, this Court; provided that any payments of professional fees provided herein shall be reapplied to reduce the principal amount of the Prepetition First Lien Obligations to the extent the Prepetition First Lien Secured Parties are deemed by a final non-appealable order of a court of competent jurisdiction not entitled to such payment under Section 506(b) of the Bankruptcy Code or otherwise.

(viii) Modification of Automatic Stay to Reflect Debtors' Name Changes. As further adequate protection, each of the Prepetition First Lien Secured Parties may, each in their sole discretion, enter into and file, as applicable, financing statements, mortgages, security agreements, notices of liens, and other similar documents necessary only to maintain the Prepetition First Liens as a result of changes to the Debtors' entity names that took effect prior to the applicable Petition Date, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code to the extent necessary to do so, and all such financing statements, mortgages, security agreements, notices, and other agreements or documents shall be deemed to have been filed or recorded at the time and on the applicable Petition Date. Without limiting the foregoing,

the Prepetition First Lien Agent may in its discretion, file a photocopy of this Interim Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property.

(ix) Consent to Adequate Protection. The Prepetition First Lien Agent, on behalf of the Prepetition First Lien Secured Parties, consents to the Prepetition First Lien Secured Parties' Adequate Protection; provided, however, that such consent of the Prepetition First Lien Agent to the use of Cash Collateral and the sufficiency of the Prepetition First Lien Secured Parties' Adequate Protection provided for herein is expressly conditioned upon the entry of this Interim Order, and such consent shall not be deemed to extend to any other Cash Collateral usage or to any debtor-in-possession financing; and provided, further, that such consent shall be of no force and effect in the event this Interim Order is not entered or is entered and subsequently reversed, modified, stayed, or amended (unless such reversal, modification, stay, or amendment is acceptable to the Prepetition First Lien Agent and the Prepetition First Lien Lenders).

(x) Right to Seek Additional Adequate Protection. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition First Lien Lenders. However, the Prepetition First Lien Agent, on behalf of the Prepetition First Lien Secured Parties, may request Court approval for additional or alternative adequate protection, without prejudice to any objection of the Debtors or any other party in interest to the grant of any additional or alternative adequate protection.

6. Automatic Postpetition Lien Perfection. This Interim Order shall be sufficient and conclusive evidence of the validity, enforceability, perfection, and priority of the First Lien Adequate Protection Liens without the necessity of (a) filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or (b) taking any other action to validate or perfect the First Lien Adequate Protection Liens or to entitle the First Lien Adequate Protection Liens to the priorities granted herein. Notwithstanding the foregoing, each of the Prepetition First Lien Secured Parties (solely with respect to the First Lien Adequate Protection Liens) may, each in their sole discretion, enter into and file, as applicable, financing statements, mortgages, security agreements, notices of liens, and other similar documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, security agreements, notices, and other agreements or documents shall be deemed to have been filed or recorded at the time and on the applicable Petition Date. The applicable Debtors shall execute and deliver to the Prepetition First Lien Agent, as applicable, all such financing statements, mortgages, notices, and other documents as the Prepetition First Lien Agent may reasonably request to evidence and confirm the contemplated priority of the First Lien Adequate Protection Liens, as applicable, granted pursuant hereto. Without limiting the foregoing, the Prepetition First Lien Agent may in its discretion, file a photocopy of this Interim Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property. Subject to the entry of the Final Order, any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the payment of any fees or obligations to any non-

governmental entity in order for the Debtors to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest or the proceeds thereof or other Adequate Protection Collateral, is and shall be deemed to be inconsistent with the provisions of the Bankruptcy Code, and shall have no force or effect with respect to the Liens on such leasehold interests or other applicable Adequate Protection Collateral or the proceeds of any assignment and/or sale thereof by any Debtor, in favor of the Prepetition First Lien Secured Parties in accordance with this Interim Order.

7. Reservation of Certain Third Party Rights and Bar of Challenges and Claims. The Debtors' Stipulations shall be binding upon the Debtors in all circumstances upon entry of this Interim Order. The Debtors' Stipulations shall be binding upon each other party in interest, including the Committee, unless such Committee or any other party in interest (including any Chapter 11 trustee appointed) other than the Debtors (or if the Cases are converted to cases under chapter 7 prior to the expiration of the Challenge Period (as defined below), the chapter 7 trustee in such Successor Case (as defined below)), *first*, commences, by the earlier of (x) with respect to any Committee, sixty (60) calendar days from the entry of this Interim Order, and (y) solely if no Committee is formed, with respect to other parties in interest with requisite standing other than the Debtors or any Committee, seventy-five (75) calendar days following the date of entry of the Interim Order (such time period established by the earlier of clauses (x) and (y), as the same may be extended in accordance with this Paragraph 7, shall be referred to as the "Challenge Period," and the date that is the next calendar day after the termination of the Challenge Period in the event that either (i) no Challenge (as defined below) is properly raised during the Challenge Period or (ii) with respect only to those parties who properly file a Challenge (as defined below), such Challenge is fully and finally adjudicated, shall be referred to as the "Challenge Period

Termination Date”), (A) a contested matter, adversary proceeding, or other action or “claim” (as defined in the Bankruptcy Code) challenging or otherwise objecting to the admissions, stipulations, findings, or releases included in the Debtors’ Stipulations, or (B) a contested matter, adversary proceeding, or other action against any or all of the Prepetition First Lien Secured Parties in connection with or related to the Prepetition First Lien Obligations, or the actions or inactions of any of the Prepetition First Lien Secured Parties arising out of or related to the Prepetition First Lien Obligations or otherwise, including, without limitation, any claim against any or all of the Prepetition First Lien Secured Parties in the nature of a “lender liability” cause of action, setoff, counterclaim, or defense to the Prepetition First Lien Obligations (including, but not limited to, those under sections 506, 544, 547, 548, 549, 550, and/or 552 of the Bankruptcy Code or by way of suit against any of the Prepetition First Lien Secured Parties) (clauses (i) and (ii) collectively, the “Challenges” and, each individually, a “Challenge”), and *second*, obtains a final, non-appealable order in favor of such party in interest sustaining any such Challenge in any such timely-filed contested matter, adversary proceeding, or other action. If a Chapter 7 trustee or a Chapter 11 trustee is appointed during the Challenge Period, the Challenge Period Termination Date with respect to such trustee only, shall be the later of (i) the last day of the Challenge Period and (ii) the date that is thirty (30) days after the date on which such trustee is appointed. Except as otherwise expressly provided herein, from and after the Challenge Period Termination Date and for all purposes in these Cases and any successor cases under any chapter of the Bankruptcy Code (any such case a “Successor Case”), (i) all payments made to or for the benefit of the Prepetition First Lien Secured Parties pursuant to, or otherwise authorized by, this Interim Order or otherwise (whether made prior to, on, or after the Petition Dates) shall be indefeasible and not be subject to counterclaim, set-off, subordination, recharacterization, defense, or avoidance, (ii) any and all such

Challenges by any party in interest shall be deemed to be forever released, waived, and barred; (iii) the Prepetition First Lien Obligations shall be deemed to be a fully allowed secured claim within the meaning of section 506 of the Bankruptcy Code, and (iv) the Debtors' Stipulations, including the release provisions therein, shall be binding on all parties in interest, including any Committee. Notwithstanding the foregoing, to the extent any Challenge is timely asserted in any such adversary proceeding, contested matter or other action or proceeding, the Debtors' Stipulations and the other provisions in clauses (i) through (iv) in the immediately preceding sentence shall nonetheless remain binding and preclusive on any Committee and on any other party in interest from and after the Challenge Period Termination Date, except to the extent that such Debtors' Stipulations or the other provisions in clauses (i) through (iv) of the immediately preceding sentence were expressly challenged in such adversary proceeding, contested matter, or other action. The Challenge Period may only be extended with the written consent of the Prepetition First Lien Agent or by further order of this Court upon good cause shown. Nothing in this Interim Order affects the rights of a party other than the Debtors to bring a Challenge prior to the Challenge Period Termination Date, or the defenses of any party to a Challenge, including the defense that the Challenge was brought by a party, including a Committee, lacking standing to do so. Notwithstanding any provision to the contrary herein, nothing in this Interim Order shall be construed to grant standing on any party in interest, including any Committee, to bring any Challenge on behalf of the Debtors' estates. The failure of any party in interest, including any Committee, to obtain an order of this Court prior to the Challenge Period Termination Date granting standing to bring any Challenge on behalf of the Debtors' estates shall not be a defense to failing to commence a Challenge prior to the Challenge Period Termination Date as required under this Paragraph 7; provided, that the filing of a motion seeking standing to file a Challenge

before the Challenge Period Termination Date, which attaches a proposed complaint asserting a Challenge, shall extend the Challenge Period with respect to that party only, and solely with respect to the Challenge asserted in such complaint, until two business days after the Court approves the standing motion.

8. Carve-Out. Subject to the terms and conditions contained in this Paragraph 8, each of the Prepetition First Liens, the First Lien Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve-Out (as defined below) in accordance with the terms of this Interim Order:

(i) For purposes of this Interim Order, “Carve-Out” means (a) all unpaid fees required to be paid in these Cases to the clerk of the Court and to the office of the United States Trustee under 28 U.S.C. § 1930(a)(6); (b) subject to the terms and conditions of this Interim Order, the unpaid fees, costs, and disbursements of professionals retained by the Debtors in these Cases and the Debtors’ ordinary course professionals (collectively, the “Debtors’ Professionals”) that are incurred prior to the delivery by the Prepetition First Lien Agent of a Carve-Out Trigger Notice (as defined below), are in accordance with the Approved Budget, and are allowed pursuant to an order of the Court under sections 327, 330, or 363 of the Bankruptcy Code and remain unpaid after application of any retainers being held by such professionals; (c) subject to the terms and conditions of this Interim Order, the reasonable unpaid fees, costs, and disbursements of professionals retained by any Committee in these Cases (collectively, the “Committee’s Professionals”) and all reasonable unpaid out-of-pocket expenses of the members of any Committee (“Committee Members”), in each case that are incurred prior to the delivery by the Prepetition First Lien Agent of a Carve-Out Trigger Notice and in accordance with the Approved Budget, and that are allowed by the Court under sections 328, 330, or 1103 of the Bankruptcy

Code and remain unpaid after application of any retainers being held by such professionals, in an aggregate amount (for both Committee Members and the Committee's Professionals) in accordance with and solely to the extent set forth in the Approved Budget in effect prior to the date of delivery of a Carve-Out Trigger Notice (and subject to any further limits imposed by this Interim Order or otherwise on such fees and expenses); and (d) the reasonable unpaid fees, costs, and disbursements of the Debtors' Professionals, Committee Professionals, and the reasonable unpaid expenses of Committee Members that are incurred after the delivery of a Carve-Out Trigger Notice, that are allowed by the Court under sections 327, 328, 363, or 1103 of the Bankruptcy Code, in an aggregate amount not to exceed \$75,000 (inclusive of any unapplied retainers held by such professionals) (the "Post-Default Carve-Out Cap") (clauses (a), (b), (c), and (d), collectively, the "Carve-Out"). The term "Carve-Out Trigger Notice" shall mean a written notice delivered by the Prepetition First Lien Agent to the Debtors' lead counsel, the United States Trustee, and lead counsel to any Committee appointed in these Cases, which notice may be delivered at any time following the occurrence and during the continuation of any breach, default or other violation by the Debtors of the terms and provisions of this Interim Order. Upon the delivery of a Carve-Out Trigger Notice, (A) the Debtors shall immediately fund into the Carve-Out Account (as defined below) an amount equal to the Post-Default Carve-Out Cap, and (B) until the Carve-Out Account (as defined below) has been funded in an additional amount equal to the unpaid fees and expenses that were incurred prior to the delivery of the Carve-Out Trigger Notice in accordance with (b) and (c) above, that have not been disallowed by the Court and for which such Debtors' Professionals or Committee's Professionals have submitted a copy of an application to the Court or monthly fee statement, net proceeds of the Collateral thereafter realized by or remitted to the Prepetition First Lien Agent that, but for the Carve-Out, would be utilized by the Prepetition First

Lien Agent to permanently repay the Prepetition First Lien Obligations (x) shall be transferred by the Debtors into a segregated account established by the Debtors (the “Carve-Out Account”) and (y) shall not reduce the Prepetition First Lien Obligations. All amounts deposited in the Carve-Out Account shall continue to be subject to the First Lien Adequate Protection Liens and the Prepetition First Liens such that, upon final payment of all amounts due and owing under the Carve-Out, then any funds remaining in the Carve-Out Account shall be remitted to the Prepetition First Lien Agent, as applicable, in accordance with this Interim Order, for application in accordance with this Interim Order and the Prepetition First Lien Loan Documents, as applicable. No amounts set forth in this subparagraph (i) with respect to the Post-Default Carve-Out Cap may be modified without the prior written consent of the Prepetition First Lien Agent.

(ii) No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees. The Prepetition First Lien Secured Parties shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any of the Debtors’ Professionals or Committee’s Professionals incurred in connection with the Cases or any Successor Cases. Nothing in this Order or otherwise shall be construed (i) to obligate any Prepetition First Lien Secured Party in any way to pay compensation to, or to reimburse expenses of, any of the Debtors’ Professionals or Committee’s Professionals, or to guarantee that the Debtors has sufficient funds to pay such compensation or reimbursement or (ii) to increase the Carve-Out if actual allowed fees and expenses of any of the Debtors’ Professionals or Committee’s Professionals are higher in fact than the Carve-Out Cap. The respective Prepetition First Lien Secured Parties’ liens and claims shall be subject to the Carve-Out only to the extent set forth in this Interim Order. Notwithstanding any provision in this paragraph 8 to the contrary, no portion of the Carve-Out, Cash Collateral, Prepetition Collateral or Adequate Protection Collateral shall be utilized for the payment of

professional fees and disbursements to the extent restricted under paragraph 14 hereof. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of the Debtors, any Committee, any other official or unofficial committee in these Cases, or of any other person or entity, or shall affect the right of any Prepetition First Lien Secured Party to object to the allowance and payment of such fees and expenses.

(iii) Payment of Allowed Professional Fees Prior to the Termination Date. Prior to the occurrence of the Termination Date, the Debtors shall be permitted to pay allowed fees of the Debtors' Professionals and the Committee's Professionals (to the extent the fees of the Debtors' Professionals and the Committee's Professionals were incurred in accordance with the Approved Budget), subject to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any interim compensation procedures order entered by this Court. The amounts paid prior to the Carve-Out Trigger Notice shall not reduce the Carve-Out.

9. Waiver of 506(c) Claims. Subject to the entry of the Final Order, as a further condition to the Debtors' use of Cash Collateral pursuant to this Interim Order and a Final Order, no costs or expenses of administration of the Cases or any Successor Cases shall be charged against or recovered from or against any or all of the Prepetition First Lien Secured Parties, the Collateral, and the Cash Collateral, in each case pursuant to section 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition First Lien Agent, and no such consent shall be implied from any other action, inaction, or acquiescence of any or all of the Prepetition First Lien Secured Parties.

10. After-Acquired Property. Except as otherwise expressly provided in this Interim Order, pursuant to section 552(a) of the Bankruptcy Code, all property acquired by the Debtors on or after the applicable Petition Date is not, and shall not be, subject to any Lien of any

person or entity resulting from any security agreement entered into by the Debtors prior to the applicable Petition Date, except to the extent that such property constitutes proceeds of property of the Debtors that is subject to a valid, enforceable, perfected, and unavoidable Lien as of the applicable Petition Date or that was perfected subsequent thereto as permitted by section 546(b) of the Bankruptcy Code which is not subject to subordination or avoidance under the Bankruptcy Code or other provisions or principles of applicable law.

11. Protection of Prepetition First Lien Secured Parties' Rights.

(a) During the Interim Period, unless the requisite Prepetition First Lien Secured Parties under the Prepetition First Lien Loan Documents shall have provided their prior written consent or all Prepetition First Lien Obligations have been Paid in Full, there shall not be entered in these proceedings, or in any Successor Cases, any order which authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other Lien on all or any portion of the Prepetition Collateral or Adequate Protection Collateral and/or that is entitled to administrative priority status, in each case which is superior to or *pari passu* with the First Lien Adequate Protection Liens, the First Lien Adequate Protection Superpriority Claim, and/or the other protections granted pursuant to this Interim Order to the Prepetition First Lien Secured Parties; or (ii) the use of Cash Collateral for any purpose other than as permitted in this Interim Order.

(b) The Debtors (and/or their legal and financial advisors in the case of clauses (ii) and (iii) below) will (i) reasonably cooperate, consult with, and provide to the Prepetition First Lien Secured Parties all such information as required or allowed under the provisions of this Interim Order, (ii) at a mutually agreeable time (such agreement not to be unreasonably withheld), permit representatives of the Prepetition First Lien Agent such rights to visit and inspect any of

the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to conduct a collateral audit and analysis of their respective inventory and accounts, to tour the Debtors' business premises and other properties, and to discuss, and provide advice with respect to, their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, and independent public accountants as and to the extent required by the Prepetition First Lien Loan Documents, and (iii) at a mutually agreeable time (such agreement not to be unreasonably withheld), permit the Prepetition First Lien Agent and its respective representatives to consult with the Debtors' management and advisors on matters concerning the Debtors' businesses, financial condition, operations and assets.

12. Cash Collection; Bank Accounts. Except as otherwise provided herein, from and after the date of the entry of this Interim Order, and surviving this Interim Order, all collections and proceeds of any Collateral or services provided by any Debtor and all Cash Collateral which shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall be promptly deposited and maintained in the same bank accounts into which the collections and proceeds of the Prepetition Collateral were deposited under the Prepetition First Lien Secured Loan Documents (or in such other accounts as are designated by the Prepetition First Lien Agent from time to time).

13. Disposition of Collateral; Credit Bid.

(a) Except in the ordinary course of the Debtors' businesses as allowed by 11 U.S.C. § 363(a) and permitted by the Budget, during the Interim Period, unless the Prepetition First Lien Obligations are Paid in Full upon the closing of a sale or other disposition, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the Collateral (or

enter into any binding agreement to do so) without the prior written consent of the Prepetition First Lien Agent (and no such consent shall be implied from any other action, inaction, or acquiescence by any Prepetition First Lien Secured Party or any order of this Court), except as permitted in the Prepetition First Lien Loan Documents, as applicable, and this Interim Order.

(b) The Prepetition First Lien Agent (or one or more of its designees, affiliates, or assignees) shall have the unqualified right to credit bid any or all of the Prepetition First Lien Obligations in any sale of the Collateral under or pursuant to (i) section 363 of the Bankruptcy Code, (ii) any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) section 725 of the Bankruptcy Code. If the Prepetition First Lien Agent (or its designees, affiliates, or assignees) make a credit bid in connection with any auction or other sale process relating to the sale or other disposition of any Collateral then for purposes of such auction or sale process or any applicable order of this Court, the Prepetition First Lien Agent shall be automatically deemed to be a qualified bidder and its bid shall be automatically deemed to constitute a qualified bid, regardless of whether the qualified bidder or qualified bid requirements are satisfied. The Debtors, on behalf of themselves and their estates, stipulate and agree that any sale of all or part of the Collateral that does not include the right to credit bid up to the full amount of the Prepetition First Lien Obligations would mean that the Prepetition First Lien Agent and the other Prepetition First Lien Secured Parties will not receive the indubitable equivalent of their claims and interests. Notwithstanding anything to the contrary in this paragraph, this Interim Order shall not limit the right of any party in interest to seek to limit the right of any party in interest to credit bid under Bankruptcy Code section 363(k).

14. Termination Events. The following shall constitute a termination event under this Interim Order unless waived in writing by the Prepetition First Lien Agent (each, a “Termination Event”):

(a) Any material breach, material default or other material violation by any of the Debtors of the terms and provisions of this Interim Order.

15. Rights and Remedies Upon Termination Event.

(a) Any automatic stay otherwise applicable to the Prepetition First Lien Secured Parties is hereby modified, without requiring prior notice to or authorization of this Court, to the extent necessary to permit the Prepetition First Lien Secured Parties to exercise the following remedies immediately upon the occurrence and during the continuance of any Termination Event:

(i) declare a termination, reduction, or restriction on the ability of the Debtors to use any Cash Collateral (except as permitted in Paragraph 15(b) below), including Cash Collateral derived solely from the proceeds of Collateral (any such declaration to be made in writing and delivered via electronic mail to the Debtors, the respective lead counsel to any Committee, and the United States Trustee shall be referred to herein as a “Termination Declaration” and the date which is the earliest to occur of any such Termination Declaration being herein referred to as the “Termination Declaration Date”).

(b) The Debtors, any Committee and all parties in interest shall be entitled to an emergency hearing before the Court to contest whether a Termination Event has occurred. On the later of (x) five (5) Business Day period after a Termination Declaration Date, and (y) if the Debtors or any Committee has requested an emergency hearing and the Court is unable to hold such a hearing of at least two hours in duration, then the Court’s first available hearing of at least two hours in duration, but in any event, not more than ten (10) Business Days after a Termination

Declaration Date, then upon such later date, unless during such period the Court determines that a Termination Event has not occurred and/or is not continuing, the automatic stay, as to the Prepetition First Lien Secured Parties, shall automatically terminate at the end of such five (5) Business Day period, without further notice or order to permit the Prepetition First Lien Secured Parties to (i) foreclose on all or any portion of the Collateral, collect accounts receivable, and apply the proceeds thereof to the Prepetition First Lien Obligations, occupy the Debtors' premises to sell or otherwise dispose of the Collateral, or otherwise exercise remedies against the Collateral permitted by applicable nonbankruptcy law; (ii) reduce any claim to judgment; (iii) take any other action permitted by law; and/or (iv) take any action permitted to be taken by the Prepetition First Lien Loan Documents during the continuance of any Termination Event. During such five (5) Business Day period, the Debtors may not use Cash Collateral except to pay expenses critical to keep the business of the Debtors operating, with the prior written consent of the Prepetition First Lien Agent.

(c) All proceeds realized in connection with the exercise of the rights and remedies of the Prepetition First Lien Secured Parties pursuant to this section shall be turned over to the Prepetition First Lien Agent for application to the other Prepetition First Lien Obligations under, and in accordance with, the provisions of the Prepetition First Lien Loan Documents until Payment in Full of the Prepetition First Lien Obligations; provided, that in the event of the liquidation of the Debtors' estates after the occurrence and during the continuance of a Termination Event, the Carve-Out shall be funded into a segregated account exclusively (i) first, from proceeds of any unencumbered assets of the Debtors, and (ii) then from Cash Collateral received by the Prepetition First Lien Agent subsequent to the Termination Declaration Date and prior to the distribution of any such Cash Collateral to any other parties in interest.

(d) Subject to entry of the Final Order, and notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the Prepetition First Lien Agent or the other Prepetition First Lien Secured Parties contained in this Interim Order, or otherwise available at law or in equity, and subject to the terms of the Prepetition First Lien Loan Documents, upon five (5) Business Days' written notice, to the Debtors, counsel to any Committee appointed in these Cases, the United States Trustee, and any landlord, lienholder, licensor, or other third party owner of any leased or licensed premises or intellectual property, that a Termination Event has occurred and is continuing, the Prepetition First Lien Agent (i) may, unless otherwise provided in any separate agreement by and between the applicable landlord or licensor and the Prepetition First Lien Agent (the terms of which shall be reasonably acceptable to the parties thereto), enter upon any leased or licensed premises of the Debtors for the purpose of exercising any remedy with respect to Collateral located thereon and (ii) shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the applicable license and to use any and all trademarks, trade names, copyrights, licenses, patents, or any other similar assets of the Debtors, which are owned by or subject to a Lien of any third party and which are used by Debtors in their businesses, in either the case of subparagraph (i) or (ii) of this Paragraph 15(d) without interference from lienholders or licensors thereunder, subject to such lienholders' or licensors' rights under applicable law; provided, however, that the Prepetition First Lien Agent, on behalf of the Prepetition First Lien Secured Parties, shall pay only rent and additional rent, fees, royalties, or other monetary obligations of the Debtors that first arise after the written notice referenced above from the Prepetition First Lien Agent and that accrue during the period of such occupancy or use by such Prepetition First Lien Agent calculated on a *per diem* basis. Nothing herein shall require the Debtors, the Prepetition First Lien Agent, or the other Prepetition First Lien Secured Parties to

assume any lease or license under Bankruptcy Code section 365(a) as a precondition to the rights afforded to the Prepetition First Lien Agent and the other Prepetition First Lien Secured Parties in this Paragraph 15(d).

(e) The automatic stay imposed under Bankruptcy Code section 362(a) is hereby modified pursuant to the terms of this Interim Order as necessary to (i) permit the Debtors to grant the First Lien Adequate Protection Liens and to incur all liabilities and obligations to the Prepetition First Lien Secured Parties under this Interim Order, (ii) authorize the Prepetition First Lien Secured Parties to retain and apply payments made in accordance with this Interim Order, and (iii) otherwise to the extent necessary to implement and effectuate the provisions of this Interim Order.

16. Restriction on Use of Cash Collateral. Notwithstanding anything herein to the contrary, and unless otherwise agreed to by the Prepetition First Lien Agent, no Cash Collateral or proceeds from the Collateral, Cash Collateral (including any retainer held by any professionals for the below-referenced parties), or any portion of the Carve-Out may be used by (a) any Committee or trustee or other estate representative appointed in the Cases or any Successor Cases, or any other person, party, or entity (or to pay any professional fees and disbursements incurred in connection therewith) to investigate or prosecute any litigation or other action in connection with the value of the Collateral at any time; and (b) any of the Debtors, any Committee, and any trustee or other estate representative appointed in the Cases or any Successor Cases, or any other person, party, or entity to (or to pay any professional fees and disbursements incurred in connection therewith): (i) request authorization to obtain postpetition loans or other financial accommodations pursuant to Bankruptcy Code section 364(c) or (d), or otherwise, other than from the Prepetition First Lien Secured Parties; (ii) investigate (except as set forth below), assert, join, commence,

support, or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination, or similar relief against, or adverse to the interests of, in any capacity, any or all of the Prepetition First Lien Secured Parties, and their respective officers, directors, employees, agents, attorneys, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal or informal discovery proceedings in anticipation thereof), including, without limitation, (A) any Challenges and any Avoidance Actions or other actions arising under chapter 5 of the Bankruptcy Code; (B) any action with respect to the validity, enforceability, priority, and extent of the Prepetition First Lien Obligations, or the validity, extent, and priority of the Prepetition First Liens, or the First Lien Adequate Protection Liens (including the value of the Collateral); (C) any action seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the Prepetition First Liens, the First Lien Adequate Protection Liens, or the other Prepetition First Lien Secured Parties' Adequate Protection; (D) except to contest the occurrence or continuance of any Termination Event as permitted in Paragraph 15, any action seeking, or having the effect of, preventing, hindering, or otherwise delaying any or all of the Prepetition First Lien Secured Parties' assertion, enforcement, or realization on the Cash Collateral or the Collateral in accordance with the Prepetition First Lien Loan Documents, as applicable, or this Interim Order; and/or (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to any or all of the Prepetition First Lien Secured Parties hereunder or under the Prepetition First Lien Loan Documents, as applicable; provided, however, up to \$50,000 in the aggregate of the Carve-Out, any Collateral, and any Cash Collateral may be used by the Committee (to the extent such Committee is appointed) to investigate (but not prosecute) the extent, validity, and priority of the Prepetition First Lien Obligations, the Prepetition

First Liens, or any other claims against the Prepetition First Lien Secured Parties so long as such investigation occurs within the Challenge Period; (iii) propose or support any plan of reorganization that is not supported by the Prepetition First Lien Secured Parties; (iv) pay any fees or similar amounts to any person (other than the Prepetition First Lien Secured Parties) who has proposed or may propose to purchase interests in any of the Debtors without the prior written consent of the Prepetition First Lien Agent; (v) use or seek to use Cash Collateral or sell or otherwise dispose of Collateral, unless otherwise permitted hereby, without the consent of the Prepetition First Lien Agent; or (vi) pay any amount to any non-debtor insider or affiliate of any Debtor without the prior written consent of the Prepetition First Lien Agent.

17. Proofs of Claim. The Prepetition First Lien Secured Parties will not be required to file proofs of claim in any of the Cases or Successor Cases for any claim allowed herein. The Debtors' Stipulations shall be deemed to constitute a timely filed proof of claim for the Prepetition First Lien Secured Parties. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Cases or Successor Cases to the contrary, the Prepetition First Lien Agent, for the benefit of itself and the other Prepetition First Lien Lenders, is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement, as they see fit) a proof of claim and/or aggregate proofs of claim in each of the Cases or Successor Cases for any claim allowed herein

18. Preservation of Rights Granted Under the Interim Order.

(a) No Non-Consensual Modification or Extension of Interim Order. The Debtors irrevocably waive any right to seek any amendment, modification, or extension of this Interim Order without the prior written consent of the Prepetition First Lien Secured Agent, and no such consent shall be implied by any other action, inaction, or acquiescence of any of the

Prepetition First Lien Secured Parties. In the event any or all of the provisions of this Interim Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court, such modification, amendment, or vacatur shall not affect the validity, perfection, priority, allowability, enforceability, or non-avoidability of any advances, payments, or use of cash whether previously or hereunder, or lien, claim, or priority authorized or created hereby. Based on the findings set forth in this Interim Order, in the event any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated, or stayed by a subsequent order of this Court or any other court, no such reversal, modification, vacatur, or stay shall affect (i) the validity, priority, or enforceability of the Prepetition First Lien Secured Parties' Adequate Protection granted or incurred prior to the actual receipt of written notice by the Prepetition First Lien Agent, as the case may be, of the effective date of such reversal, modification, vacatur, or stay or (ii) the validity, enforceability and non-avoidability of any lien or priority authorized or created hereby with respect to the Prepetition First Lien Secured Parties' Adequate Protection. Notwithstanding any such reversal, modification, vacatur, or stay, any use of Cash Collateral or Prepetition First Lien Secured Parties' Adequate Protection incurred or granted by the Debtors prior to the actual receipt of written notice by the Prepetition First Lien Agent of the effective date of such reversal, modification, vacatur, or stay shall be governed in all respects by the original provisions of this Interim Order, and the Prepetition First Lien Secured Parties shall be entitled to all of the Prepetition First Lien Secured Parties' Adequate Protection and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted in this Interim Order, with respect to all uses of Cash Collateral and all Prepetition First Lien Secured Parties' Adequate Protection.

(b) Dismissal. If any order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance

with sections 105 and 349 of the Bankruptcy Code), that (i) the Prepetition First Lien Secured Parties' Adequate Protection shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until the Prepetition First Lien Obligations have been Paid in Full (and that the Prepetition First Lien Secured Parties' Adequate Protection shall, notwithstanding such dismissal, remain binding on all parties in interest), and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing such Prepetition First Lien Secured Parties' Adequate Protection.

(c) Survival of Interim Order. The provisions of this Interim Order, any actions taken pursuant hereto, and all of the Prepetition First Lien Secured Parties' Adequate Protection, and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted to any or all of the Prepetition First Lien Secured Parties, respectively, shall survive, and shall not be modified, impaired, or discharged by, the entry of any order confirming any plan of reorganization in any Case (except for treatment of claims, administrative expenses, and liens in accordance with the Bankruptcy Code and a confirmed plan), converting any Case to a case under chapter 7, dismissing any of the Cases, withdrawing of the reference of any of the Cases or any Successor Cases or providing for abstention from handling or retaining of jurisdiction of any of the Cases in this Court, or terminating the joint administration of these Cases or by any other act or omission. The terms and provisions of this Interim Order, including all of the Prepetition First Lien Secured Parties' Adequate Protection, and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted to any or all of the Prepetition First Lien Secured Parties, shall continue in full force and effect notwithstanding the entry of any such order, and such Prepetition First Lien Secured Parties' Adequate Protection shall continue in these proceedings and in any Successor Cases, and shall maintain their respective priorities as provided by this Interim Order.

19. Notice of Professional Fees. Professionals for the Prepetition First Lien Agent and the Prepetition First Lien Secured Parties (including, without limitation, professionals engaged by counsel to the Prepetition First Lien Agent, as applicable) (collectively, the “Lender Professionals”) shall not be required to comply with the United States Trustee fee guidelines; provided, however, that the Lender Professionals shall serve copies of all invoices by email on counsel to the Debtors, the U.S. Trustee, and counsel to the Committee (if any) (collectively the “Fee Notice Parties”), who shall have ten (10) calendar days to review and to assert any objections to the reasonableness of the fees and expenses of any of the Lender Professionals. Such invoices shall include a general description of the nature of the matters worked on, a list of professionals who worked on the matter, their hourly rate (if such professionals bill at an hourly rate), the number of hours each professional billed and, with respect to the invoices of law firms, the year of law school graduation for each attorney. The U.S. Trustee reserves the right to seek copies of invoices containing the detailed time entries of the applicable professional. Such invoices may be redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such summary invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine or other applicable privilege. Subject to the provisions of paragraph 5(vii) of this Interim Order, if the Fee Notice Parties do not object in writing to the reasonableness of the fees and expenses of any of the Lender Professionals within ten (10) calendar days after delivery of such invoices, then, without further order of, or application to, the Court or notice to any other party, the Debtors shall promptly pay such fees and expenses of any of the Lender Professionals. If any of the Fee Notice Parties object within the ten-day objection period to the reasonableness of the fees and expenses of any of the Lender Professionals,

then the Debtors shall, subject to the provisions of paragraph 5(vii) of this Interim Order, promptly pay the undisputed portion and not pay any disputed portion of the fees and expenses of any of the Lender Professionals until the objection is either resolved by the parties in good faith or by order of the Court. Any hearing on an objection to payment of any fees, costs, and expenses set forth in a professional fee invoice shall be limited to the reasonableness of the particular items or categories of the fees, costs, and expenses which are the subject of such objection. All such unpaid fees, costs, expenses, and charges of the Prepetition First Lien Agent that have not been disallowed by this Court on the basis of an objection filed by the United States Trustee or the Committee (or any subsequent trustee of the Debtors' estates) in accordance with the terms hereof shall constitute Prepetition First Lien Obligations and shall be secured by the Collateral as specified in this Interim Order. Any and all fees, commissions, costs, and expenses paid prior to the applicable Petition Date by any Debtor to the Prepetition First Lien Agent or the Prepetition First Lien Lenders in connection with or with respect to this Interim Order and any final order regarding the use of Cash Collateral are hereby approved in full and non-refundable.

20. Binding Effect. Subject to Paragraph 7 above, the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the Prepetition First Lien Secured Parties, any Committee, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary or responsible person appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), whether in any of the Cases, in any Successor Cases, or upon dismissal of any such Case or Successor Case; provided, however, that the Prepetition First Lien

Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 or chapter 11 trustee or other responsible person appointed for the estates of the Debtors in any Case or Successor Case.

21. No Waiver. The failure of the Prepetition First Lien Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the Prepetition First Lien Loan Documents, or otherwise (or any delay in seeking or exercising same), shall not constitute a waiver of any of such parties' rights hereunder, thereunder, or otherwise. Nothing contained in this Interim Order (including, without limitation, the authorization of the use of any Cash Collateral) shall impair or modify any rights, claims, or defenses available in law or equity to any Prepetition First Lien Secured Party, including, without limitation, rights of a party to a swap agreement, securities contract, commodity contract, forward contract, or repurchase agreement with a Debtor to assert rights of setoff or other rights with respect thereto as permitted by law (or the right of a Debtor to contest such assertion). Except as prohibited by this Interim Order, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, the ability of the Prepetition First Lien Secured Parties under the Bankruptcy Code or under non-bankruptcy law to (i) request conversion of the Cases to cases under chapter 7, dismissal of the Cases, or the appointment of a trustee in the Cases, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, any Chapter 11 plan or plans with respect to any of the Debtors, or (iii) except as expressly provided herein, exercise any of the rights, claims, or privileges (whether legal, equitable, or otherwise) of the Prepetition First Lien Secured Parties, respectively. Except to the extent otherwise expressly provided in this Interim Order, neither the commencement of the Cases nor the entry of this Interim Order shall limit or otherwise modify the rights and remedies of the Prepetition First Lien Secured Parties with

respect to non-Debtor entities or their respective assets, whether such rights and remedies arise under the Prepetition First Lien Loan Documents, applicable law, or equity.

22. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary. In determining to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order, the Prepetition First Lien Secured Parties shall not (i) be deemed to be in control of the operations of the Debtors or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates

23. No Marshaling. Upon entry of a Final Order, the Prepetition First Lien Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Collateral.

24. Amendments. No waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by or on behalf of all the Debtors and the Prepetition First Lien Agent, and, except as provided herein, approved by this Court.

25. Enforceability. 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 applicable Petition Date of each Debtor immediately upon execution hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Interim Order.

26. Reservation of Rights. Nothing in this Interim Order shall be deemed to constitute the consent of the Prepetition First Lien Secured Parties, and each of the foregoing expressly reserve the right to object to entry of any Order of the Court that provides for the sale of all or substantially all of the assets of the Debtors to any party unless, in connection and concurrently with any such event, the proceeds of such sale are or will be sufficient to Pay in Full the Prepetition First Lien Obligations, the Prepetition First Lien Secured Parties' Adequate Protection and all of the foregoing are Paid in Full on the closing date of such sale.

27. Headings. Paragraph headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in, interpreting this Interim Order.

28. General Cooperation From Debtors; Access to Information. Without limiting any of the Debtors' other obligations in this Interim Order or the Prepetition First Lien Loan Documents, each Debtor shall, and shall cause its financial advisors to, reasonably cooperate with the Prepetition First Lien Agent and their respective advisors and representatives, in furnishing documents and information as and when reasonably requested by such parties regarding the Collateral or the Debtors' financial affairs, finances, financial condition, business, and operations. Notwithstanding anything to the contrary contained herein, the Debtors do not waive any right to attorney-client, work product, or similar privilege, and the Debtors shall not be required to provide the Prepetition First Lien Agent, or their respective financial advisors with any information subject to attorney-client privilege or consisting of attorney work product.

29. Final Hearing. The Final Hearing to consider entry of the Final Order is scheduled for September 12, 2019, at 10:00 a.m. (prevailing Eastern time) at the United States Bankruptcy Court for the District of Delaware. The Debtors shall promptly serve copies of this

Interim Order (which shall constitute adequate notice of the Final Hearing) on the parties having been given notice of the Interim Hearing, and to any other party that has filed a request for notices with this Court and to any Committee, after the same has been appointed, or Committee counsel, if the same shall have been appointed. Any party-in-interest objecting to the relief sought at the Final Hearing shall file written objections; which objections shall be served upon (a) the Debtors, 3710 Rawlins Street, Suite 1100, Dallas, Texas. 75219, Attn: Julie Lennon; (b) proposed counsel to the Debtors, proposed counsel to the Debtors, Pronske & Kathman, P.C., 2701 Dallas Parkway, Suite 590, Plano, Texas 75093, Attn: Gerrit M. Pronske and Jason P. Kathman; (b) proposed co-counsel to the Debtors, Barnes & Thornburg LLP, 1000 N. West Street, Suite 1500, Wilmington, Delaware 19801, Attn: David Powlen and Kevin Collins; (c) counsel to the First Lien Agent, Latham & Watkins LLP, 885 Third Avenue, New York, New York, 10022-4834, Attn: Adam Goldberg and Jeffrey Mispagel; (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Linda Richenderfer, Esq.; (e) counsel to any Committee appointed in these Chapter 11 cases; (f) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002, in each case to allow for actual receipt by the foregoing by no later than September 9, 2019 at 4:00 p.m. (prevailing Eastern time).

30. Retention of Jurisdiction. This Court has and will retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of this Interim Order.

Dated: August 26th, 2019
Wilmington, Delaware


JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE