UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
S.M.F. GROUP INC., *et al*.,[1]	Case No. 26-11893 (SAB)
Debtors.	(Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN SENIOR SECURED SUPERPRIORITY POSTPETITION FINANCING AND (B) USE CASH COLLATERAL (II) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITYADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTIONTO THE PREPETITION SECURED PARTY, (IV) MODIFYING THE AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF

Upon the motion (ECF No. 19, the "Motion")[2] of The Fireman Group Café Concepts, Inc. and each of its affiliated debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1, 4001-2 and 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of New York (the "Local Bankruptcy Rules") promulgated by the United States Bankruptcy Court for the

[1] The Debtors and the last four digits of their federal tax identification numbers are: (1) S.M.F. Group Inc. (1726); (2) 57th Street Hospitality Partners, LLC (2026); (3) Brasserie 57 LLC (6251); (4) Broadway Hospitality Venture, LLC (5541); (5) Brooklyn Diner USA, Inc. (1194); (6) Brooklyn Diner USA, L.P. (9292); (7) Cafe Concepts (Washington DC), LLC (3827); (8) Cieli Partners, L.P. (7771); (9) Ebbets Field Venture, LLC (9637); (10) Ebbets Field Venture II, LLC (2344); (11) Fireman Hospitality Card LLC (4763); (12) Fiorello's Roman Cafe, Inc. (2519); (13) Italian Cafe Concepts, LLC (3784); (14) Red Eye/Brooklyn Associates, L.P. (9293); (15) Red Eye Grill, Inc. (1189); (16) Red Eye Grill, L.P. (9291); (17) SFAP Group, LLC (9152); (18) Shelny, LLC (1859); (19) SMJ Group, Inc. (1191); (20) SMJ Group, L.L.C. (3319); (21) The Finer Diner, LLC (1940); and (22) The Fireman Group Cafe Concepts, Inc. (5919). The Debtors' mailing address is 810 Seventh Avenue, Suite 615, New York, NY 10019.

[2] Each capitalized terms that is not defined in the recitals to this Interim Order and that is not otherwise defined in this Interim Order shall have the meaning ascribed to such term in the DIP Agreement or in **Annex A** to this Interim Order.

Southern District of New York, seeking entry of an interim order (together with all exhibits hereto, this "Interim Order") and a final order (the "Final Order" and, together with the Interim Order, the "DIP Orders"), *inter alia*:

(i) authorizing The Fireman Group Café Concepts, Inc. (in such capacity, the "DIP Borrower") and the other Credit Parties (as defined in the DIP Agreement (defined below)) (together with the DIP Borrower, the "DIP Loan Parties") to obtain postpetition, superpriority, senior secured, debtor-in-possession financing (the "DIP Facility") subject to the terms and conditions set forth in that certain Secured Superpriority Debtor-in-Possession Credit and Security Agreement attached hereto in substantially final form as Exhibit 1 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Agreement"), by and among the DIP Borrower, the other DIP Loan Parties, and FHGRF LLC, as sole lender (the "DIP Lender" or the "Lender") in an aggregate principal amount of up to $6,500,000.00, consisting of:

(a) an Interim New Money DIP Revolving Facility in an aggregate principal amount of up to $1,500,000.00, and in Lender's sole and absolute discretion, an additional $800,000, for a total of $2.3 million to be made available upon satisfaction of the conditions set forth in the DIP Loan Documents and upon entry of this Interim Order (the loans made thereunder, the "Interim New Money DIP Revolving Facility", and the commitments in respect thereof, the "Interim New Money DIP Commitment");

(b) during the Interim Period (defined below), upon each advance under the Interim New Money DIP Revolving Facility, a "roll-up" of the Prepetition Secured Obligations (defined below) of the Debtor under the Prepetition Loan Documents (defined below) in an amount equal to two times the amount of such advance (such rolled-up obligations, the "Interim Roll-Up DIP Loans", and together with the Interim New Money DIP Revolving Facility, the "Interim DIP Loans"), which Interim Roll-Up DIP Loans shall be automatically rolled up, refinanced, and converted into postpetition obligations under the DIP Facility on a cashless, basis in an amount equal to two times the amount funded under the Interim New Money DIP Revolving Facility;

(c) an Additional DIP Revolving Facility to be made available following entry of the Final Order and remittance of required Holdback Amounts (as defined in the DIP Agreement) (the loans made thereunder, the "Additional New Money DIP Revolving Facility", and together with the Interim New Money DIP Revolving Facility, the "New Money DIP Revolving Facility"); and

(d) following entry of the Final Order, upon each advance of Additional New Money DIP Revolving Facility, a "roll-up" of the Prepetition Secured Obligations of the Debtor under the Prepetition Loan Documents in an amount equal to two times the amount of such advance (such rolled-up obligations, the "Additional Roll-Up DIP Loans", and together with the Interim Roll-Up DIP Loans, the "Rolled-Up DIP Loans" and together with the New Money DIP Revolving Facility, the "DIP Loans"), which Additional Roll-Up DIP Loans shall be automatically rolled up, refinanced, and converted into postpetition obligations under the DIP Facility on a cashless basis in an amount equal to two times the amount funded under the Additional New Money DIP Revolving Facility;

in each case, in accordance with the Approved DIP Budget (as defined below) then in effect (subject to any Permitted Variances (as defined below)) and the terms and conditions set forth in the DIP Loan Documents and the DIP Orders;

(ii) granting to the DIP Lender valid, enforceable, non-avoidable and automatically perfected DIP Liens (as defined below) pursuant to sections 364(c) and 364(d) of the Bankruptcy Code on all DIP Collateral (as defined herein) subject and subordinate only to the Carve Out and Permitted Prior Senior Liens (to the extent applicable);

(iii) authorizing the DIP Loan Parties to (a) execute and deliver the DIP Loan Documents, (b) borrow funds under the DIP Facility pursuant to the terms set forth in the DIP Agreement and this Interim Order, (c) incur the DIP Obligations, and (d) perform such other and further acts as may be necessary, desirable or appropriate in connection therewith;

(iv) authorizing the DIP Loan Parties to use the proceeds of the DIP Loans and Prepetition Collateral (as defined below), including Cash Collateral (as defined below), (a) in accordance with the Approved DIP Budget subject to any Permitted Variances set forth herein and in the DIP Agreement, (b) to provide working capital for, and for other general corporate purposes of, the Debtors, including for funding the Carve Out (as defined below), for payment of any Adequate Protection Obligations (as defined below), and for other permitted uses of proceeds not prohibited by the DIP Loan Documents, in each case, solely in accordance with the Approved DIP Budget, subject to any Permitted Variances, and the terms and conditions of the DIP Agreement and this Interim Order;

(v) subject and subordinate to the Carve Out in all respects, granting to the DIP Lender allowed superpriority administrative expense claim status against each of the Debtors, on a joint and several basis, in each of the Chapter 11 Cases and any Successor Cases (as defined below) pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all DIP Obligations;

(vi) granting adequate protection to the DIP Lender (in its capacity as the holder of the Prepetition Note (as defined below)) (in such capacity, the "Prepetition

Secured Party") to the extent of any Diminution in Value (as defined below) of its liens and security interests in the Prepetition Collateral;

(vii) modifying or vacating the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions set forth in this Interim Order and in the DIP Loan Documents, and waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Interim Order, and providing for the immediate effectiveness of this Interim Order;

(viii) scheduling a final hearing (the "Final Hearing") to consider entry of a Final Order authorizing and approving, among other things, the relief requested in the Motion on a final basis; and

(ix) granting the Debtors such other and further relief as set forth in the Motion; in each case, in accordance with and subject to the terms and conditions set forth in the DIP Loan Documents and this Interim Order.

The Court having held a hearing on August 11, 2026, to consider entry of this Interim Order (the "Hearing"), and upon the record of the Hearing; and the Court having considered the Motion, the *Declaration of Jordan Meyers in Support of the Chapter 11 Proceedings and First Day Pleadings* (ECF No. 18, including the exhibits annexed thereto, the **"*First Day and DIP Declaration*"**), the evidence submitted and arguments proffered or adduced at the Interim Hearing, and upon the record of the Chapter 11 Cases; and due and proper notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001 and 9014 and all applicable Local Bankruptcy Rules; and it appearing that no other or further notice need be provided; and all objections to the relief requested in the Motion having been withdrawn, resolved, or overruled by the Court and no other objections having been filed or otherwise interposed; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

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

A. *Petition Date*. On August 9, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court commencing these Chapter 11 Cases.

B. *Debtors in Possession*. The Debtors remain in possession of their property and continue to manage and operate their business and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in any of the Chapter 11 Cases.

C. *Committee Formation*. As of the date hereof, the Office of the United States Trustee (the "U.S. Trustee") has not appointed an official statutory committee of unsecured creditors in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (the "Official Committee").

D. *Jurisdiction and Venue*. This Court has jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. This Court's consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

E. *Statutory Predicates for Relief*. The statutory predicates for the relief set forth herein are sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and Local Bankruptcy Rule 4001-2.

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

F. *Debtors' Stipulations*. Subject only to the rights of parties-in-interest specifically set forth in paragraph 13 of this Interim Order (and subject to the limitations contained therein), the Debtors stipulate and agree as to the following (collectively, the "Debtors' Stipulations"):

i. *Prepetition Note*. Pursuant to that certain Second Amended and Restated Secured Demand Promissory Note dated July 31, 2026, by The Fireman Group Café Concepts, Inc. and certain affiliated entities (collectively, the "Prepetition Obligors") in favor of FHGRF LLC (in such capacity, the "Prepetition Secured Party") (as amended, restated, supplemented, or otherwise modified prior to the Petition Date, the "Prepetition Note" and, together with any other agreements, instruments, and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, the "Prepetition Loan Documents"), and in anticipation of the potential filing of these cases, the Prepetition Secured Party extended prepetition loans and other credit accommodations to and for the benefit of the Prepetition Obligors in an amount of at least $2,378,334.60 (the "Prepetition Emergency Funding").

ii. *Prepetition Secured Obligations*. As of the Petition Date, the Prepetition Obligors, without defense, counterclaim, or offset of any kind, were jointly and severally indebted and liable to the Prepetition Secured Party under the Prepetition Loan Documents in the aggregate principal amount of not less than $6,235,147,78 (inclusive of the Prepetition Emergency Funding), plus accrued and unpaid interest thereon and all other fees, costs, expenses, and all other obligations of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in connection with the Prepetition Note under the Prepetition Loan Documents (collectively, the "Prepetition Secured Obligations").

iii. *Prepetition Liens*. As set forth more fully in the Prepetition Loan Documents, as of the Petition Date, pursuant to and in connection with the Prepetition Loan Documents, to secure the Prepetition Secured Obligations, the Prepetition Obligors granted to the Prepetition Secured Party valid, binding, non-avoidable, properly perfected and enforceable continuing liens on and security interests (collectively, the "Prepetition Liens") in certain assets and property of the Debtors (the "Prepetition Collateral").

iv. *Validity, Perfection, and Priority of Prepetition Liens and Prepetition Secured Obligations*. The Debtors acknowledge and agree that, as of the Petition Date, (a) the Prepetition Liens on the Prepetition Collateral were and continue to be valid, binding, enforceable, non-avoidable, and properly perfected and were granted to the Prepetition Secured Party for fair consideration and reasonably equivalent value; (b) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to potentially the Permitted Prior Senior Liens (as defined in Annex A); (c) the Prepetition Secured Obligations constitute legal, valid, binding and non-avoidable obligations of the applicable Debtors enforceable in accordance with the terms of the applicable Prepetition Loan Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents, against the Prepetition Secured Party or any of its affiliates, agents, attorneys,

advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition Loan Documents or any payment made to the Prepetition Secured Party prior to the Petition Date; and (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the Prepetition Liens securing the Prepetition Secured Obligations.

v. *Sale & Credit Bidding*. In connection with any sale process or sale authorized by the Court, the Debtors acknowledge and agree that, subject to the rights preserved in Paragraph 13, the DIP Lender and the Prepetition Secured Party, or any assignee or designee of the foregoing entities, shall have the right to credit bid any or all of the obligations outstanding under the DIP Facility and the Prepetition Loan Documents, as applicable, in connection with any disposition of property of the Estates subject to the provisions of section 363(k) of the Bankruptcy Code, and the Debtors shall not oppose such right.

G. *Findings Regarding DIP Facility and Use of Cash Collateral*.

i. *Need for Immediate Access*. The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral, solely to the extent and for the purposes permitted in the Approved DIP Budget, subject to any Permitted Variances, to, among other things, (a) permit the orderly continuation of their business; (b) maintain business relationships with their vendors, suppliers, customers, and other parties; (c) pay certain adequate protection payments, if any, required hereunder; and (d) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of new indebtedness under the DIP Facility is vital to the preservation and maintenance of the Debtors' going-concern

value. The Debtors will not have sufficient sources of working capital and financing to operate their business in the ordinary course throughout the Chapter 11 Cases without access to the DIP Facility and the authorized use of Cash Collateral. Immediate and irreparable harm will be caused to the Debtors and their estates if immediate financing is not obtained and permission to use Cash Collateral is not granted.

ii. *Inability to Obtain More Favorable Financing*. The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lender under the DIP Loan Documents, and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as administrative expense claims. The Debtors also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Loan Documents without the Debtors granting the DIP Liens and the DIP Superpriority Claims to the DIP Lender under the terms and conditions set forth in this Interim Order and the other DIP Loan Documents, in each case, subject and subordinate to the Carve Out in all respects.

iii. *Business Judgment*. The terms of the DIP Facility and the DIP Loan Documents are fair and reasonable and reflect the Debtors' exercise of prudent business judgment under the present emergency circumstances.

iv. *Good Faith & Fair Dealing*. The DIP Facility and the DIP Loan Documents have been negotiated in good faith and at arm's length among the Debtors and the DIP Lender, and there was fair dealing among the parties, and all of the DIP Obligations shall be deemed to have been extended by the DIP Lender in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, and the DIP Superpriority Claims shall

be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise.

v. *Approved DIP Budget*. The Debtors have prepared and delivered to the DIP Lender an initial 13-week cash flow forecast which has been approved by the Lender (the "Initial DIP Budget", and as the same may be amended, supplemented, or updated from time to time in accordance with the terms of this Interim Order and the DIP Agreement, the "Approved DIP Budget"). A summary of the Initial DIP Budget is set forth on Exhibit 2 as attached hereto. Commencing on the first Friday after entry of this Interim Order and weekly thereafter, the Debtors shall deliver to the Lender an updated 13-week cash flow forecast (each, a "*Proposed DIP Budget*") and thereafter shall provide to the DIP Lender such documentation of any of the line items on the Proposed DIP Budget as may be requested by the DIP Lender. Each Proposed DIP Budget shall be subject to the written approval of the Lender after it receives any documentation it has requested, and, following such approval, shall constitute the Approved DIP Budget; provided that until such time as the Lender approves any Proposed DIP Budget, the Debtors shall be governed by the Initial DIP Budget or such previous Approved DIP Budget as may then be in effect. The Debtors shall not (A) permit weekly disbursements to exceed 110% of aggregate budgeted disbursements for any week, (B) permit operating receipts for any four-week period to be less than 90% of budgeted operating receipts for such period, (C) permit any line-item disbursement category to exceed 115% of the budgeted amount for a single week unless offset by prior underspend in such category, or (D) request borrowings under the Revolving Facilities in an amount exceeding 110% of projected Revolving Facilities outstanding unless otherwise consented to by the Lender (such deviations from the applicable projected amounts set forth in the applicable Approved DIP Budget satisfying (A), (B), (C), and (D), tested on a weekly

rolling basis, the "Permitted Variances"). For the avoidance of doubt, the Initial DIP Budget shall constitute an Approved DIP Budget.

vi. *Adequate Protection*. (a) The Prepetition Secured Party is entitled, pursuant to sections 105, 361, 362, 363(e), 364(d)(1), and 507 of the Bankruptcy Code, to adequate protection (the "Adequate Protection") against the net post-petition diminution in value of its liens and security interests in the Prepetition Collateral, including Cash Collateral (any such net post-petition diminution, to the maximum extent permitted under the Bankruptcy Code, "Diminution in Value"). Based on the Motion and on the record presented to the Court, the terms of the proposed Adequate Protection arrangements and of the use of the Prepetition Collateral are fair and reasonable and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral (including the use of Cash Collateral).

(b) The Debtor proposes to provide adequate protection to the Permitted Prior Senior Liens Holders as set forth herein pursuant to sections 361, 362, 363 and 364(d) of the Bankruptcy Code to the extent of any postpetition diminution in value of the prepetition collateral (including Cash Collateral) of such Permitted Prior Senior Liens Holder (if any) from and after the Petition Date resulting from the Debtor's use, sale, or lease of such collateral, including the use of Cash Collateral by the Debtor on a dollar-for-dollar basis. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection for the Permitted Prior Senior Liens Holder constitute adequate protection pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code.

H. *Immediate Entry; Good Cause Shown*; *Best Interest*. Good cause has been shown for immediate entry of this Interim Order. The entry of this Interim Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things,

allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful reorganization. Absent the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed.

I. *Permitted Prior Senior Liens; Continuation of Prepetition Liens*. Notwithstanding anything to the contrary set forth herein, the DIP Liens and the Adequate Protection Liens shall be subject and subordinate to the Permitted Prior Senior Liens; provided, however, nothing herein shall constitute a finding or ruling by this Court that any lien on the assets of the Debtors alleged to be a Permitted Prior Senior Lien is valid, senior, enforceable, prior, perfected or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including the Debtors or the DIP Lender, to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any alleged Permitted Prior Senior Lien. The right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Permitted Prior Senior Lien and is expressly subject to the DIP Liens. The Prepetition Liens and the DIP Liens are liens on the Prepetition Collateral or the DIP Collateral, respectively, and the Prepetition Collateral and the DIP Collateral (as applicable) are and will continue to be encumbered by the applicable Prepetition Liens or DIP Liens.

J. *Notice.* The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate, and sufficient notice of the Motion and the Interim Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, and no other or further notice of the Motion with respect to the relief requested at the Interim Hearing or the entry of this Interim Order shall be required.

NOW, THEREFORE IT IS HEREBY ORDERED THAT:

1. *Motion Granted.* The Motion is hereby granted on an interim basis, entry into the DIP Agreement and other DIP Loan Documents is authorized and approved and the use of Cash Collateral is hereby authorized, in each case, upon the terms and conditions set forth in this Interim Order and the DIP Loan Documents. Any objections to the relief set forth in this Interim Order that have not been withdrawn, waived, settled, or resolved are hereby denied and overruled with prejudice. This Interim Order shall become effective and enforceable immediately upon its entry.

2. *Authorization of DIP Facility and DIP Loan Documents.*

(a) *Authorization of DIP Loan Documents.* The DIP Loan Parties are hereby authorized and empowered to execute, enter into and deliver, and perform all their obligations under the DIP Loan Documents and such additional documents, instruments, certificates, and agreements as may be reasonably necessary, required, appropriate, or desirable to perform their obligations under the DIP Facility and this Interim Order and to implement the transactions contemplated thereunder and hereunder.

(b) *Authorization to Borrow.* The DIP Borrower is hereby authorized to borrow and incur the DIP Loans under the DIP Facility, and each of the other DIP Loan Parties is hereby authorized to guarantee such borrowing and incurrence and other DIP Obligations on a joint and several basis, in each case subject to the terms and conditions set forth in the DIP Loan Documents and this Interim Order without the need to seek further Court approval. Upon entry of this Interim Order, the DIP Borrower may draw up to $1,500,000.00 and, in Lender's sole and absolute discretion, an additional $800,000, for a total of $2,300,000.00 in Interim New Money DIP Revolving Facility, subject to satisfaction of conditions precedent in the DIP Agreement,

delivery of a Borrowing Request by noon one (1) Business Day before the requested borrowing date (unless the Lender otherwise agrees), and compliance with the Approved DIP Budget.

(c) *Use of DIP Collateral and Prepetition Collateral.* The Debtors are hereby authorized to use the proceeds of the DIP Loans and any Prepetition Collateral (including Cash Collateral) of the Prepetition Secured Party solely to the extent and for the purposes permitted in the Approved DIP Budget (subject to Permitted Variances), subject to the terms and conditions set forth in the DIP Loan Documents and this Interim Order.

(d) *DIP Fees and Expenses; Indemnification.* Subject to paragraph 2(b) of this Interim Order, the DIP Loan Parties are hereby authorized and empowered to pay all DIP Obligations as such amounts become due and payable in accordance with this Interim Order and the DIP Loan Documents without the need for further order of the Court. The DIP Loans shall bear interest at the rate of 12.00% per annum, payable in kind (the "Interest Rate"). Upon the occurrence and during the continuance of an Event of Default, the DIP Obligations shall bear interest at the Default Rate equal to the Interest Rate plus 4.00% per annum. Without limiting the foregoing, the DIP Loan Parties are hereby authorized and empowered to indemnify the DIP Lender (and its affiliates, officers, directors, attorneys, agents, and employees) as and to the extent provided under the DIP Agreement and to pay or reimburse all out-of-pocket costs and expenses incurred by the DIP Lender, including the reasonable and documented fees and expenses of Pullman & Comley, LLC, legal counsel to the DIP Lender (collectively, the "DIP Professional Fees and Expenses").

(e) *Amendment of DIP Loan Documents.* The DIP Loan Parties are hereby authorized and empowered to execute, enter into and deliver, and perform under one or more amendments, waivers, consents or other modifications to and under the DIP Loan Documents (in each case, in

accordance with the terms of the applicable DIP Loan Documents); *provided*, *however*, that a copy of all amendments, waivers, consents or other modifications to and under the DIP Loan Documents (other than the Approved DIP Budget) shall be provided to the U.S. Trustee and counsel to the Official Committee (if appointed) no later than two (2) Business Days prior to the anticipated date of effectiveness thereof; *provided further*, *however*, that any amendment that shortens the maturity or increases the aggregate commitments or the rate of interest payable thereunder (a "Material DIP Amendment") shall be filed with the Court and, if no objection is made within two (2) Business Days of such filing, shall automatically be deemed approved; *provided*, if an objection is made, such Material DIP Amendment shall be subject to hearing and approval of the Court.

(f) *Maturity Date.* The DIP Facility shall mature on the earliest to occur of (i) December 31, 2026, (ii) the date on which this Interim Order expires if the Final Order has not been entered within thirty-five (35) days after the Petition Date, (iii) the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (iv) the effective date of a chapter 11 plan confirmed in the Chapter 11 Cases, and (v) the acceleration of the DIP Loans (the earliest of such dates, the "Maturity Date").

3. *DIP Obligations.*

(a) Upon execution and delivery thereof, the DIP Loan Documents shall constitute valid, binding, enforceable, and non-avoidable obligations of each of the DIP Loan Parties, and shall be fully enforceable against each of the DIP Loan Parties, their estates, and any successors thereto, including, without limitation, any estate representative or trustee appointed in any of the Chapter 11 Cases, in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, and/or upon the dismissal of any of the Chapter 11 Cases or any

such successor cases (collectively, the "Successor Cases"), in each case, in accordance with the terms of the DIP Loan Documents and this Interim Order.

(b) Upon execution and delivery thereof, the DIP Loan Parties shall be jointly and severally liable for any and all DIP Obligations. The DIP Obligations shall be due and payable, without notice or demand, on the DIP Termination Declaration Date (as defined below) (subject to paragraph 10 hereof); upon the occurrence of the DIP Termination Declaration Date, the Debtors' rights to use Cash Collateral shall be permitted solely pursuant to paragraph 10(c).

(c) All obligations incurred, payments made, and transfers or grants of liens and security interests set forth in this Interim Order and the DIP Loan Documents by the DIP Loan Parties are granted to or for the benefit of the DIP Lender and the Prepetition Secured Party for fair consideration and reasonably equivalent value and are granted contemporaneously with the making of the loans and commitments and other financial accommodations secured thereby.

(d) Except to the extent necessary to cover any cash shortfalls to pay disbursements authorized under the Budget, any and all Holdback Amounts received by the Debtors during the term of this Interim Order or until the entry of a Final Order shall be held by the Debtors in a segregated account to be applied to the Prepetition Secured Obligations pursuant to Additional DIP Revolving Facility, subject to the Final Order of the Court.

4. *DIP Liens.*

(a) As security for the DIP Obligations, effective as of the entry of this Interim Order (and without the necessity of the execution, recordation or filing by the DIP Loan Parties or the DIP Lender of any pledge, collateral or security documents, mortgages, deeds of trust, financing statements, notations of certificates of title, control agreements or other similar documents, or the taking of any other action to take possession of or control over any DIP Collateral), the DIP

Lender is hereby granted valid, binding, enforceable, non-avoidable, and automatically and properly perfected liens and security interests (collectively, the "DIP Liens") in all DIP Collateral, in each case, subject and subordinate to the Carve Out in all respects, and subject to the relative priorities set forth in this Interim Order. For the avoidance of doubt, the DIP Collateral shall include the Debtors' commercial tort claims against merchant cash advance lenders, future receivables, and revenue-based financing funders and related affiliates and parties, and claims against Hilton Grand Vacations Management, LLC and related Hilton Club entities and their affiliates, principals, members, officers, and agents, together with all proceeds, products, substitutions, recoveries, judgments, settlements, and distributions in respect thereof. Notwithstanding the foregoing, any liens on Avoidance Action Proceeds shall be subject to and effective only upon entry of the Final Order.

(b) The DIP Liens shall be subject to the following priorities (in each case subject and subordinate to the Carve Out in all respects):

(i) First Lien on Unencumbered Property. Pursuant to section 364(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully perfected first priority senior security interests in and liens upon all DIP Collateral, to the extent such DIP Collateral is not subject to valid, perfected, and non-avoidable liens as of the Petition Date (including the Prepetition Liens and Permitted Prior Senior Liens) or valid and non-avoidable liens in favor of third parties that were in existence immediately prior to the Petition Date that are perfected as permitted by section 546(b) of the Bankruptcy Code (or that becomes unencumbered upon the satisfaction of any prior secured obligations of the Debtors or release or invalidation of any prior security interests), which security interests and liens shall be subject and subordinate in all respects to the Carve Out; and

(ii) Liens Junior to the Permitted Prior Senior Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully perfected junior security interests in and liens on the DIP Collateral to the extent such DIP Collateral is subject to Permitted Prior Senior Liens, which security interests and liens shall be subject and subordinate in all respects to the Carve Out.

Other than as set forth above, the DIP Liens: (i) shall be senior to all security interests in, liens on, or claims against any of the DIP Collateral (subject and subordinate to the Carve Out in all respects), including any lien or security interest that is avoided or preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code; (ii) shall be valid and enforceable (a) against any trustee appointed in the Chapter 11 Cases or any Successor Case, (b) upon the conversion of any of the Chapter 11 Cases to any Successor Case, and/or (c) upon the dismissal or conversion of any of the Chapter 11 Cases or Successor Cases; (iii) shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases; and (iv) shall not be subject to any of sections 510, 549, or 550 of the Bankruptcy Code.

5. *DIP Superpriority Claims.* Subject only to the Carve Out, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtors' estates (without the need to file any proof of claim) to the extent set forth in the Bankruptcy Code (the "DIP Superpriority Claims"), having priority in right of payment over any and all other obligations, liabilities, and indebtedness of any of such Debtors, whether now in existence or hereafter incurred by any of such Debtors, of every kind or nature, including any and all unsecured claims, administrative expenses, adequate protection claims, priority claims or any other claims of the kind specified in, or ordered pursuant to, the Bankruptcy Code, including without limitation, sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(a), 503(b), 506(c) (upon entry of the Final Order), 507, 546(c), 552(b), 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed DIP Superpriority Claims shall for purposes

of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under sections 503(b) and 507(a)(2) of the Bankruptcy Code and which shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including all applicable DIP Collateral, subject and subordinate to the payment of the Carve Out as provided for herein and pursuant to the DIP Loan Documents.

6. *Adequate Protection.* The Prepetition Secured Party is entitled, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, to Adequate Protection of its Prepetition Liens in Prepetition Collateral (including Cash Collateral), as follows (collectively, the "Adequate Protection Obligations"):

(a) *Adequate Protection Claims.* The Prepetition Secured Party is hereby granted, in the amount of any Diminution in Value of the Prepetition Liens in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, superpriority administrative expense claims to the extent contemplated by section 507(b) of the Bankruptcy Code (the "Adequate Protection Claims") against each of the Debtors. The Adequate Protection Claims shall be (a) subject and subordinate only to the Carve Out and the DIP Superpriority Claims, and (b) senior to any and all other administrative expense claims and all other claims against the Debtors and their estates, now existing or hereafter arising, of any kind or nature whatsoever.

(b) *Adequate Protection Claims for Permitted Prior Senior Liens.* The Permitted Prior Senior Liens Holders shall receive replacement liens under sections 361 and 363 on all postpetition property to the same extent, validity and priority as their prepetition liens had as of the Petition Date, solely to the extent of any diminution in value resulting from the Debtor's use of their Collateral (but subject to the DIP Liens and Carve Out). Such replacement liens shall be deemed valid, binding, perfected, and enforceable upon entry of this Interim Order, without the

necessity of the execution or filing of security agreements, financing statements, mortgages, notices, or any other documents, or the taking of any further action by any party (but subject to a determination as to the validity, priority, and extent of such Permitted Prior Senior Liens).

(c) *Adequate Protection Liens.* The Prepetition Secured Party is hereby granted, effective and perfected as of the entry of this Interim Order, in the amount of any Diminution in Value of the Prepetition Liens in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, valid, binding, enforceable and automatically perfected replacement liens and security interests in the DIP Collateral (the "Adequate Protection Liens"). The Adequate Protection Liens shall be senior to all other liens on, or claims against any of the DIP Collateral, but subject and subordinate only to (i) the Carve Out in all respects and (ii) the DIP Liens, it being understood that notwithstanding anything to the contrary in this Interim Order or the Final Order, in no circumstances and at no time in these Chapter 11 Cases or in any Successor Case shall the Adequate Protection Liens be senior to or *pari passu* with any DIP Liens, regardless of whether any such liens attach prior in time.

(d) *Adequate Protective Liens for Permitted Prior Senior Liens.* Permitted Prior Senior Liens Holders shall receive a superpriority administrative expense claim under section 507(b) of the Bankruptcy Code, subordinate only to DIP Claims, including DIP Superpriority Claims and the Carve Out, solely to the extent that (i) the Permitted Prior Senior Liens Holder is determined to hold valid, perfected, and enforceable prepetition liens and claims, (ii) the Debtor's use of Cash Collateral results in a diminution in the value of such secured creditor's interest in the prepetition Collateral, and (iii) the other forms of adequate protection provided such secured creditor are determined to be insufficient to protect against any such diminution in value.

(e) *Adequate Protection Professional Fees and Expenses.* The DIP Loan Parties are authorized and directed to pay all of the reasonable and documented out-of-pocket fees, costs and expenses of the Prepetition Secured Party, including, without limitation, the reasonable and documented fees and expenses of Pullman & Comley, LLC, legal counsel to the Prepetition Secured Party (the "Adequate Protection Professional Fees and Expenses"), incurred since the Petition Date and relating in any way to the provision of legal services related to the Prepetition Secured Obligations, the Debtors, or the Chapter 11 Cases. The Adequate Protection Professional Fees and Expenses shall be subject to the review procedures set forth in paragraph 7 of this Interim Order.

7. *Reporting.* The Debtors shall provide counsel to the Official Committee (if appointed) with all written reports delivered to the DIP Lender under the DIP Loan Documents and this Interim Order.

8. *Review of Professional Fees and Expenses.* The payment of all DIP Professional Fees and Expenses and Adequate Protection Professional Fees and Expenses hereunder shall be made without the necessity of filing fee applications with the Court or compliance with the U.S. Trustee's guidelines and shall not be subject to further application to or approval of the Court; *provided*, *however*, that each such professional shall provide summary copies of its invoices (which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege or attorney work product) to counsel to the Debtors, the U.S. Trustee, and counsel to the Official Committee (if appointed) (collectively, the "Review Parties"). Any objections raised by any Review Party must be in writing and submitted to the affected professional within seven (7) calendar days after delivery of such invoices (the "Review Period"). If no written objection is received prior to the expiration of the Review Period, the

Debtors shall promptly pay such invoices. If an objection is received within the Review Period, the Debtors shall promptly pay the undisputed amount and the disputed portion shall not be paid until resolved by agreement or by order of this Court.

9. *Modification of Automatic Stay.* The automatic stay imposed by section 362(a) of the Bankruptcy Code (the ***"Automatic Stay"***) is hereby vacated and modified to permit: (a) the DIP Loan Parties to grant the DIP Liens and the DIP Superpriority Claims, and to perform such acts as the DIP Lender may request to assure the perfection and priority of the DIP Liens, (b) the DIP Loan Parties to incur all DIP Obligations as contemplated under this Interim Order and the DIP Loan Documents, (c) the Debtors to grant the Adequate Protection Liens and the Adequate Protection Claims, and to perform such acts as the Prepetition Secured Party requests to ensure the perfection and priority of the Adequate Protection Liens, (d) subject to paragraph 11 of this Interim Order, the DIP Lender and the Prepetition Secured Party to exercise, upon the occurrence of any DIP Termination Event (as defined below), all rights and remedies provided for in this Interim Order, the DIP Loan Documents, the Prepetition Loan Documents or applicable law, and (e) the DIP Loan Parties to perform under this Interim Order and the DIP Loan Documents.

10. *Perfection of DIP Liens and Adequate Protection Liens.*

(a) This Interim Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of all liens and security interests granted hereunder and under the DIP Loan Documents, without the necessity of the execution, recordation or filing of any pledge, collateral or security agreements, mortgages, deeds of trust, control agreements, financing statements, notations of certificates of title for titled goods, or any other document or instrument, or the taking of any other action to attach, validate, perfect or prioritize such liens and security interests.

(b) The DIP Lender and the Prepetition Secured Party are each authorized, but not required, to execute, file, and record financing statements, trademark filings, copyright filings, mortgages, notices of lien, or similar instruments in any jurisdiction in order to validate, perfect, preserve, and enforce the liens and security interests granted to them hereunder or under the DIP Loan Documents. Whether or not the DIP Lender or the Prepetition Secured Party determines to take any such action, such liens and security interests shall nonetheless be deemed valid, perfected, allowed, enforceable, non-avoidable, and shall not be subject to challenge, dispute, or subordination as of the entry of this Interim Order.

11. *DIP Termination Events; Exercise of Remedies.*

(a) *DIP Termination Events.* Subject to any obligations under the Carve Out and any applicable grace period under the DIP Loan Documents and this Interim Order, the occurrence of an "Event of Default" under and as defined in the DIP Agreement shall constitute a "DIP Termination Event", unless waived in writing by the DIP Lender, which waiver may be evidenced by electronic mail from counsel to the DIP Lender to counsel to the Debtors.

(b) *Exercise of Remedies.* Upon the occurrence and during the continuation of a DIP Termination Event, the Automatic Stay shall automatically be deemed vacated and modified to the extent necessary to permit the DIP Lender to deliver a written notice (which may be via electronic mail) to counsel for the Debtors, the U.S. Trustee, and counsel for the Official Committee (if appointed) (the "Remedies Notice") to declare the occurrence of a DIP Termination Event (such date, the "DIP Termination Declaration Date") and, subject to the Carve Out in all respects and effective no sooner than seven (7) calendar days following the DIP Termination Declaration Date (the "Remedies Notice Period"), (i) terminate, reduce or restrict the commitments under the DIP Facility, (ii) accelerate and declare all DIP Obligations to be

immediately due and payable, (iii) terminate the DIP Facility and the DIP Loan Documents as to any further liability or obligation thereunder, (iv) terminate, restrict or revoke the ability of the Debtors to use Cash Collateral, (v) charge interest at the Default Rate, and/or (vi) exercise or enforce any rights against DIP Collateral or Prepetition Collateral; *provided*, *however*, that the DIP Loan Parties and the Official Committee (if appointed) shall, during the Remedies Notice Period, be entitled to seek emergency relief before the Court, subject to the Court's availability (***"Emergency Motion"***) (in which case, the Remedies Notice Period shall automatically extend until the Court's adjudication of such Emergency Motion). Unless the Court orders otherwise, upon the expiration of the Remedies Notice Period the Automatic Stay shall automatically be deemed terminated.

(c) *Use of Cash Collateral During Remedies Notice Period.* During the Remedies Notice Period, the Debtors shall be permitted to use Cash Collateral solely to (i) fund payroll and critical expenses that are necessary to keep the Debtors' business operating or that have been consented to by the DIP Lender, (ii) fund the Carve Out, and (iii) file an Emergency Motion.

(d) *No Waiver for Failure to Seek Relief.* The failure or delay of the DIP Lender or the Prepetition Secured Party to exercise their respective rights and remedies under this Interim Order, the DIP Loan Documents, the Prepetition Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

12. *Carve Out.*

(a) *Priority of Carve Out.* For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order, the DIP Loan Documents and the Prepetition Loan Documents, each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the

Adequate Protection Liens, the Adequate Protection Claims and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Secured Obligations shall be subject and subordinate to payment of the Carve Out in all respects.

(b) *Carve Out.* The term "Carve Out" means the sum of (i) all unpaid fees required to be paid to the Clerk of the Court and the U.S. Trustee under 28 U.S.C. § 1930(a) plus interest at the statutory rate pursuant to 31 U.S.C. § 3717, (ii) all unpaid reasonable fees and expenses up to $25,000 incurred by a trustee appointed under section 726(b) of the Bankruptcy Code, (iii) to the extent allowed by the Court at any time and in an amount consistent with the Approved DIP Budget, all accrued but unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the Official Committee (if appointed) pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time on and before the first Business Day following delivery by the DIP Lender of a Carve Out Trigger Notice (as defined below), and (iv) Allowed Professional Fees of Professional Persons incurred after the first Business Day of delivery of the Carve Out Trigger Notice, in an aggregate amount not to exceed $250,000 (the "Post-Carve Out Notice Amount").

(c) *Carve Out Trigger Notice.* For purposes of this Interim Order, the "Carve Out Trigger Notice" shall mean a written notice (which may be via electronic mail) delivered by the DIP Lender to Debtors' lead counsel, the U.S. Trustee, and lead counsel to any Official Committee (if appointed), which notice may be delivered following the occurrence of a DIP Termination Event, stating that the Carve Out has been triggered and the Post-Carve Out Notice

Amount has been invoked. The Carve Out Trigger Notice may be included in a Remedies Notice.

(d) *Carve Out Reserves.* On the date on which a Carve Out Trigger Notice is given by the DIP Lender (the "Carve Out Trigger Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to fund or make available to the Professional Persons to the extent funded the following segregated reserves: (i) a reserve equal to all then-unpaid estimated Allowed Professional Fees (whether or not already approved by the Court) incurred on and before the Carve Out Trigger Date, in an amount not to exceed the amounts set forth in the Approved DIP Budget for the payment of such Professionals through the date of delivery of the Carve Out Trigger Notice (the "Pre-Carve Out Trigger Notice Reserve"), and (ii) a reserve equal to the Post-Carve Out Notice Amount (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves"). Following delivery of a Carve Out Trigger Notice, the DIP Lender shall not sweep or foreclose on cash of the Debtors until the Carve Out Reserves have been fully funded. The Carve Out Reserves shall not be subject to the DIP Liens or the Adequate Protection Liens. Upon an Event of Default, the Debtors may use proceeds of the DIP Facility or Cash Collateral to fund, subject to the Budget, the Carve Out and the Carve Out Reserves.

(e) *No Direct Obligation to Pay Allowed Professional Fees.* The DIP Lender and the Prepetition Secured Party shall not be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases. Nothing in this Interim Order shall be construed to obligate the DIP Lender or the Prepetition Secured Party to pay compensation to, or to reimburse expenses of, any Professional Person.

13. *Effect of the Debtors' Stipulations on Third Parties.*

(a) The Debtors' Stipulations shall be binding upon the Debtors and any successor thereto immediately upon entry of this Interim Order. The Debtors' Stipulations shall be binding upon all parties-in-interest, including, without limitation, the Official Committee (if appointed), any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, and any other person or entity seeking to act on behalf of the Debtors' estates (including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors) (collectively, ***"Successor Entities"***), unless the Official Committee (if appointed) or such other party-in-interest (i) files a motion seeking the requisite standing and authority to bring the Challenge (if and to the extent standing is required) prior to the Challenge Deadline (as defined below), which motion shall describe the specific nature and basis of the Challenge, (ii) timely and properly commences and serves an adversary proceeding or contested matter (each, a "Challenge Proceeding") by no later than the Challenge Deadline, asserting a Challenge with respect to the amount, validity, perfection, enforceability, priority, scope or extent of the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Collateral, and (iii) obtains a final non-appealable order sustaining such Challenge.

(b) The "Challenge Deadline" means the earlier of (i) for all parties in interest (including the Official Committee, a chapter 7 trustee or chapter 11 trustee), the date that is the earlier of (A) sixty (60) days after formation of the Official Committee or, if no Official Committee has been appointed, seventy-five (75) days after entry of this Interim Order, and (B) confirmation of a chapter 11 plan; *provided*, *however*, that the foregoing deadlines shall be without prejudice to any provisions of the Final Order; or (ii) any such later date as (x) has been

agreed to by the Debtors and the Prepetition Secured Party and (y) has been ordered by the Court for cause.

(c) If no such Challenge Proceeding is timely and properly filed by the Challenge Deadline, then (i) each of the Debtors' Stipulations shall be binding on all parties-in-interest, (ii) the Prepetition Secured Obligations shall constitute allowed claims and the Prepetition Liens shall be deemed legal, valid, binding, continuing, non-avoidable, perfected and enforceable, (iii) the Prepetition Secured Obligations and the Prepetition Liens shall not be subject to any further Challenge by any person or entity, and (iv) any and all Challenges shall be deemed forever waived, released and barred.

14. *Limitations on Use of DIP Facility, DIP Collateral, Cash Collateral, and Carve Out.* None of the DIP Facility, the DIP Collateral, the Prepetition Collateral (including Cash Collateral) or the proceeds thereof, or any portion of the Carve Out, may be used directly or indirectly (a) to investigate (except as expressly provided herein), initiate, prosecute, join, or finance any claim or action against the DIP Lender or the Prepetition Secured Party or seeking relief that would impair their rights or remedies under the DIP Loan Documents, this Interim Order, or the Prepetition Loan Documents; (b) for objecting to or challenging the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests of the Prepetition Secured Party or the DIP Lender; (c) for asserting any Avoidance Actions related to the DIP Liens, the DIP Superpriority Claims, the DIP Obligations, the Prepetition Liens, or the Prepetition Secured Obligations; or (d) for prosecuting an objection to or contesting the validity, extent, amount, perfection, priority, or enforceability of any DIP Liens, DIP Superpriority Claims, Prepetition Secured Obligations, Prepetition Liens, Adequate Protection Claims, or Adequate Protection Liens; *provided*, that, no more than $50,000 (the "Challenge Budget") of

the DIP Collateral, the Prepetition Collateral, or the DIP Facility, in the aggregate, may be used by the Official Committee (if appointed) solely to investigate (but not to prosecute) the foregoing matters with respect to the Prepetition Liens or the Prepetition Secured Obligations within the Challenge Deadline.

15. *Payments Held in Trust.* Except as expressly permitted in this Interim Order or the DIP Loan Documents, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral or receives any DIP Collateral or proceeds thereof prior to payment in full in cash of all DIP Obligations and termination of the DIP Facility, such person or entity shall hold any such payment in trust for the benefit of the DIP Lender and shall immediately turn over such proceeds to the DIP Lender for application in accordance with the DIP Loan Documents and this Interim Order.

16. *Section 507(b) Reservation.* Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Party is insufficient to compensate for any Diminution in Value of its interests in the Prepetition Collateral during the Chapter 11 Cases.

17. *Binding Effect; Successors and Assigns.* Immediately upon entry of this Interim Order, subject to paragraph 13, the DIP Loan Documents and this Interim Order, including all findings of fact and conclusions of law herein, shall be binding upon all parties-in-interest in the Chapter 11 Cases and any Successor Cases, including without limitation, the DIP Lender, the Prepetition Secured Party, the Official Committee (if appointed) or any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and any Successor Cases, and their respective successors and assigns (including any chapter 11 trustee or chapter 7 trustee or examiner appointed or elected in the Chapter 11 Cases or any Successor Cases).

18. *Protection of the Debtors, the DIP Lender, and the Prepetition Secured Party.*

(a) *Reservation of Rights.* Except as otherwise expressly set forth in 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: (i) any of the rights of the Prepetition Secured Party to seek any other or supplemental relief in respect of the Debtors, including the right to seek additional adequate protection; (ii) any of the rights of the DIP Lender or the Prepetition Secured Party under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (A) request modification of the Automatic Stay, (B) request dismissal or conversion of any of the Chapter 11 Cases, or appointment of a chapter 11 trustee or examiner, or (C) seek to propose a chapter 11 plan; or (iii) any other rights, claims, or privileges of the DIP Lender or the Prepetition Secured Party.

(b) *No Waiver for Failure to Seek Relief.* The failure or delay of the DIP Lender or the Prepetition Secured Party to exercise their respective rights and remedies under this Interim Order, the DIP Loan Documents, the Prepetition Loan Documents, or applicable law shall not constitute a waiver of their respective rights.

19. *Preservation of Rights Granted Under Interim Order.*

(a) Subject to the Carve Out, Permitted Prior Senior Liens, and this Interim Order, the DIP Liens shall not be made subject to, junior to, or *pari passu* with (A) any lien or security interest granted in any of the Chapter 11 Cases arising after the Petition Date or (B) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, and no claim shall be granted for any administrative expense, secured claim, or unsecured claim against any of the Debtors with priority superior to or equal to the DIP Superpriority Claims.

(b) Except as otherwise expressly provided in paragraphs 13 and 21, if any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacatur, or stay shall not affect (i) the validity, priority or enforceability of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the DIP Lender of the effective date of such reversal, modification, vacatur, or stay; or (ii) the validity, priority, or enforceability of the DIP Liens or the Adequate Protection Liens. The DIP Lender and the Prepetition Secured Party shall be entitled to all the rights, remedies, privileges and benefits granted in sections 364(e) and 363(m) of the Bankruptcy Code.

(c) Notwithstanding any order dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code: (i) the DIP Superpriority Claims, the Adequate Protection Claims, the DIP Liens, and the Adequate Protection Liens shall continue in full force and effect and maintain their priorities until all DIP Obligations and Adequate Protection Obligations have been paid in full; (ii) the other rights granted by this Interim Order shall not be affected; and (iii) this Court shall retain jurisdiction for the purposes of enforcing such claims, liens and security interests.

(d) The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, and all other rights and remedies of the DIP Lender and the Prepetition Secured Party granted by this Interim Order shall survive, maintain their priority, and shall not be modified, impaired, or discharged by: (i) conversion or dismissal of any of the Chapter 11 Cases; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Loan Documents); or (iii) the entry of an order confirming a chapter 11 plan.

20. *Insurance.* Upon entry of this Interim Order, the DIP Lender shall be deemed to be, without any further action or notice, named as an additional insured and lender's loss payee on each insurance policy maintained by the Debtors which in any way relates to the DIP Collateral.

21. *Interim Order Controls.* In the event of any conflict or inconsistency between or among the provisions of this Interim Order and any of the Motion, the DIP Loan Documents, the Prepetition Loan Documents, or any other order entered by this Court (other than the Final Order, when entered), unless such provision in this Interim Order is phrased in terms of "defined in" or "as set forth in" the DIP Agreement or the DIP Loan Documents, the provisions of this Interim Order shall govern and control. For avoidance of any doubt regarding certain provisions (or absence of provisions) in the DIP Agreement:

a) The releases set forth in section 9.18 of the DIP Agreement shall not be effective until entry of the Final Order; and

b) Nothing contained in this Interim Order, the DIP Agreement, or the DIP Loan Documents shall prevent the Debtor or its officers from entering into discussions or negotiations concerning or any definitive documentation with respect to alternate financing to the DIP Facility, which the Debtor or its officers believe in good faith provides reasonably more favorable terms to the Debtor and shall include, without limitation, any refinancing or exit financing facility.

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 or indirect incidental beneficiary.

23. *Retention of Jurisdiction.* The Court retains jurisdiction to hear, determine, and enforce the terms of any and all matters arising from or related to the DIP Facility, the DIP Loan Documents, and this Interim Order.

24. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable immediately upon entry hereof.

Notwithstanding Bankruptcy Rules 4001(a)(3), 4001(c)(1), 6004(h), 6006(d), 7062, or 9024, 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.

25. *Court's Right to Unwind*. The right of the Court to unwind or partially unwind, after notice and hearing, the postpetition protection provided to the Prepetition Secured Party or the Permitted Prior Senior Liens Holders or the pay down of the Prepetition Secured Obligations, in the event that there is a timely and successful challenge to the validity, enforceability, extent, perfection or priority of such prepetition lender's claims or liens, and/or a determination that the prepetition debt was undersecured as of the Petition Date as a result of which, in each case, the cross-collateralization or rollup unduly advantaged such lender, is expressly reserved.

26. Final Hearing. The Final Hearing to consider final approval of the DIP Facility and use of Cash Collateral shall be held on **September 3, 2026, at 1:00 p.m. (prevailing Eastern Time)**, and any objections to the final relief sought in the Motion shall be filed with the Court no later than August 26, 2026 at 4:00 p.m. (prevailing Eastern Time), and served upon (a) proposed counsel to the Debtors, Raines Feldman Littrell LLP, Attn: Hamid Rafatjoo, David Forsh and Carollynn Callari; (b) counsel to the DIP Lender, Pullman & Comley LLC, Attn: Irve Goldman and Tyler Hokanson; (c) the U.S. Trustee for the Southern District of New York; Attn: Daniel Rudewicz and Annie Wells; and (d) counsel to the Official Committee (if appointed) (collectively, the "Notice Parties").

Dated: August 12, 2026
New York, New York

/s/ *Shireen A. Barday*
HONORABLE SHIREEN A. BARDAY
UNITED STATES BANKRUPTCY JUDGE

Annex A

Defined Terms

"*Additional New Money DIP Revolving Facility*" has the meaning set forth in the recitals to this Interim Order.

"*Additional Roll-Up DIP Loans*" has the meaning set forth in the recitals to this Interim Order.

"Adequate Protection" has the meaning set forth in paragraph G(vi) of this Interim Order.

"Adequate Protection Claims" has the meaning set forth in paragraph 6(a) of this Interim Order.

"Adequate Protection Liens" has the meaning set forth in paragraph 6(c) of this Interim Order.

"Adequate Protection Obligations" has the meaning set forth in paragraph 6 of this Interim Order.

"Adequate Protection Professional Fees and Expenses" has the meaning set forth in paragraph 6(e) of this Interim Order.

"Allowed Professional Fees" has the meaning set forth in paragraph 12(b) of this Interim Order.

"Approved DIP Budget" has the meaning set forth in paragraph G(v) of this Interim Order.

"Automatic Stay" has the meaning set forth in paragraph 9 of this Interim Order.

"Avoidance Action" means any Claim or Cause of Action arising under Chapter 5 of the Bankruptcy Code, section 724(a) of the Bankruptcy Code, or any applicable state law Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law.

"Avoidance Action Proceeds" means any and all proceeds of or property recovered from Avoidance Actions, whether by adjudication, judgment, settlement, or otherwise.

"Business Day" has the meaning set forth in the DIP Agreement.

"Carve Out" has the meaning set forth in paragraph 12(b) of this Interim Order.

"Carve Out Reserves" has the meaning set forth in paragraph 12(d) of this Interim Order.

"Carve Out Trigger Date" has the meaning set forth in paragraph 12(d) of this Interim Order.

"Carve Out Trigger Notice" has the meaning set forth in paragraph 12(c) of this Interim Order.

"Cash Collateral" means all of the Debtors' cash wherever located and held, including cash in deposit accounts, that constitutes or will constitute "cash collateral" of the Prepetition Secured Party (including the proceeds of Prepetition Collateral) or the DIP Lender within the meaning of section 363(a) of the Bankruptcy Code.

"Challenge" means, with respect to a party other than the Debtors, any challenge, objection, defense, or Claim or Cause of Action, including, without limitation, any Avoidance Action or any Claim or Cause of Action asserting reduction, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise), reclassification, disgorgement, disallowance, impairment, marshalling, surcharge, recovery, or other cause of action of any kind or nature whatsoever.

"Challenge Budget" has the meaning set forth in paragraph 14 of this Interim Order.

"Challenge Deadline" has the meaning set forth in paragraph 13(b) of this Interim Order.

"Challenge Proceeding" has the meaning set forth in paragraph 13(a) of this Interim Order.

"Committee Professionals" has the meaning set forth in paragraph 12(b) of this Interim Order.

"Debtor Professionals" has the meaning set forth in paragraph 12(b) of this Interim Order.

"Debtors' Stipulations" has the meaning set forth in paragraph F of this Interim Order.

"Diminution in Value" has the meaning set forth in paragraph G(vi) of this Interim Order.

"DIP Agreement" has the meaning set forth in the recitals to this Interim Order.

"DIP Borrower" means The Fireman Group Café Concepts, Inc.

"DIP Collateral" means all property pledged, mortgaged, assigned, granted, or otherwise subjected to a lien under the DIP Agreement or this Interim Order, including all assets and properties of the Debtors, whether tangible, intangible, real, personal, or mixed, whether now owned or hereafter acquired, and all proceeds, products, rents, and profits thereof, including the Debtors' commercial tort claims as described in the DIP Agreement; provided that DIP Collateral shall not include Avoidance Actions (subject to and effective only upon entry of the Final Order, Avoidance Action Proceeds shall be included in DIP Collateral).

"DIP Facility" has the meaning set forth in the recitals to this Interim Order.

"DIP Lender" means FHGRF LLC.

"DIP Liens" has the meaning set forth in paragraph 4(a) of this Interim Order.

"DIP Loan Documents" means the DIP Agreement and all guarantee, collateral, pledge, and security agreements, and all other agreements, documents, certificates, and instruments executed, recorded and/or delivered in connection therewith or related thereto, in each case, as amended, supplemented or modified in accordance with the terms thereof and this Interim Order.

"DIP Loan Parties" means the DIP Borrower and the other Credit Parties as defined in the DIP Agreement.

"DIP Loans" has the meaning set forth in the recitals to this Interim Order.

"DIP Obligations" means any and all obligations arising under the DIP Facility and the DIP Loan Documents, including all loans, advances, indebtedness, principal, interest, payments, fees, costs, expenses, charges, indemnification and reimbursement obligations, and all other amounts due under the DIP Loan Documents or this Interim Order.

"DIP Orders" means, collectively, this Interim Order and the Final Order.

"DIP Professional Fees and Expenses" has the meaning set forth in paragraph 2(d) of this Interim Order.

"DIP Superpriority Claims" has the meaning set forth in paragraph 5 of this Interim Order.

"DIP Termination Declaration Date" has the meaning set forth in paragraph 11(b) of this Interim Order.

"DIP Termination Event" has the meaning set forth in paragraph 11(a) of this Interim Order.

"Emergency Motion" has the meaning set forth in paragraph 11(b) of this Interim Order.

"Final Hearing" has the meaning set forth in the recitals to this Interim Order.

"Final Order" has the meaning set forth in the recitals to this Interim Order.

"*First Day and DIP Declaration*" has the meaning set forth in the recitals to this Interim Order.

"Interest Rate" means 12.00% per annum, payable in kind.

"Initial DIP Budget" has the meaning set forth in paragraph G(v) of this Interim Order.

"*Interim DIP Loans*" has the meaning set forth in the recitals to this Interim Order.

"Interim Order" has the meaning set forth in the recitals to this Interim Order.

"*Interim Period*" means the period between the date of the entry of this Interim Order and the earlier to occur of (x) the date of entry of the Final Order or (y) the date of termination of the DIP.

"*Interim Roll-Up DIP Loans*" has the meaning set forth in the recitals to this Interim Order.

"*Material DIP Amendment"* has the meaning set forth in paragraph 2(e) of this Interim Order.

"Maturity Date" has the meaning set forth in paragraph 2(f) of this Interim Order.

"*New Money DIP Revolving Facility*" has the meaning set forth in the recitals to this Interim Order.

"Notice Parties" has the meaning set forth in paragraph 25 of this Interim Order.

"Official Committee" has the meaning set forth in paragraph C of this Interim Order.

"Permitted Prior Senior Liens" means, collectively: (a) purchase money security interests or property subject to true equipment leases; (b) liens and security interests held by Bank United; (c) liens and security interests held by the Small Business Administration; (d) liens and security interests held by Inkind Card and Rewards Network to secure certain contractual obligations; and (e) *solely during the Interim Period*, liens and security interests held by an entity that provided financing to any Debtor in the form of a purchase of future receivables, revenue-based financing, or a merchant cash advance; in each case (a)-(e), solely to the extent such liens were senior to the Prepetition Lender and duly perfected, valid, enforceable, and non-avoidable as of the Petition Date. Notwithstanding the foregoing, "Permitted Prior Senior Liens" shall also include liens existing on the Petition Date and later perfected under section 546(b) of the Bankruptcy Code, solely to the extent valid, perfected, enforceable, unavoidable, and expressly identified as a Permitted Prior Senior Liens in the DIP Agreement or otherwise permitted by this Interim Order, ordinary depository setoff rights, minor real-property encumbrances, certain tax liens, and statutory and common law liens of landlords, carriers, warehousemen, mechanics, suppliers, materialmen, repairmen, and similar persons as permitted under Section 7.01 of the DIP Agreement.

"Permitted Prior Senior Liens Holders" means holders of Permitted Prior Senior Liens.

"Permitted Variances" has the meaning set forth in paragraph G(v) of this Interim Order.

"Petition Date" means August 9, 2026.

"Post-Carve Out Notice Amount" has the meaning set forth in paragraph 12(b) of this Interim Order.

"Pre-Carve Out Notice Amount" has the meaning set forth in paragraph 12(b) of this Interim Order.

"Prepetition Collateral" has the meaning set forth in paragraph F(iii) of this Interim Order.

"Prepetition Emergency Funding" has the meaning set forth in paragraph F(i) of this Interim Order.

"Prepetition Liens" has the meaning set forth in paragraph F(iii) of this Interim Order.

"Prepetition Loan Documents" has the meaning set forth in paragraph F(i) of this Interim Order.

"Prepetition Note" has the meaning set forth in paragraph F(i) of this Interim Order.

"Prepetition Obligors" has the meaning set forth in paragraph F(i) of this Interim Order.

"Prepetition Secured Obligations" has the meaning set forth in paragraph F(ii) of this Interim Order.

"Prepetition Secured Party" means FHGRF LLC, as holder of the Prepetition Note.

"Professional Persons" has the meaning set forth in paragraph 12(b) of this Interim Order.

"Remedies Notice" has the meaning set forth in paragraph 11(b) of this Interim Order.

"Remedies Notice Period" has the meaning set forth in paragraph 11(b) of this Interim Order.

"Review Parties" has the meaning set forth in paragraph 8 of this Interim Order.

"Review Period" has the meaning set forth in paragraph 8 of this Interim Order.

"*Roll-Up DIP Loans*" has the meaning set forth in the recitals to this Interim Order.

"Successor Cases" has the meaning set forth in paragraph 3(a) of this Interim Order.

"Successor Entities" has the meaning set forth in paragraph 13(a) of this Interim Order.

"U.S. Trustee" has the meaning set forth in paragraph C of this Interim Order.

EXHIBIT 1

DIP Agreement

[Attached]

EXHIBIT 2

Initial DIP Budget

[Attached]