IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
TRM NRE HOLDING LLC, *et al.*,[1]	:	Case No. 26-10568 (KBO)
Debtors.	:	(Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING; (II) AUTHORIZING THE DEBTORS' CONTINUED USE OF CASH COLLATERAL ON AN INTERIM BASIS; (III) GRANTING ADEQUATE PROTECTION; (IV) MODIFYING THE AUTOMATIC STAY; (V) SCHEDULING A FINAL HEARING; AND (VI) GRANTING RELATED RELIEF

Upon the motion, dated as of May 12, 2026 (the "Motion")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e), 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(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Local Rules"), seeking entry of (i) this interim order (this "Interim Order") and (ii) after the Final Hearing (as defined below), a final order (the "Final Order"); and the Debtors' having requested on the record at the interim hearing on the Motion (the "Interim Hearing") that the Court enter an Interim Order, *inter alia*:

(a) authorizing the Debtors to obtain secured postpetition financing (the "Junior DIP Facility") pursuant to the terms and conditions of that certain *TRM NRE Holding LLC and TRM NRE Acquisition LLC DIP Facility Summary of Terms and Conditions*, dated as of May 12, 2026 (the "Term Sheet"), by and between the Debtors, as borrowers, and TRM Equity Fund II LP (the "DIP Lender"), a copy of

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: TRM NRE Holding LLC (7519) and TRM NRE Acquisition LLC (0748). The Debtors' headquarters and the mailing address for the Debtors is 908 Shawnee Street, Mount Vernon, IL 62864.

[2] Capitalized terms used but not defined herein shall have the meanings given in the Motion.

which is attached hereto as Exhibit 1, in the committed aggregate principal amount of up to $3,000,000 (the "DIP Loan Commitments"), of which $2,000,000 shall be available subject to entry of this Interim Order;

(b) authorizing the Debtors to execute any other documents, agreements, and instruments delivered pursuant thereto or executed or filed in connection therewith, all as may be reasonably requested by the DIP Lender and consistent with the terms of this Interim Order (as the same may be amended, restated, supplemented, or otherwise modified from time to time, and collectively with the Term Sheet, the "DIP Loan Documents");

(c) granting to the DIP Lender 1.5 priority security interests in and liens on all of the DIP Collateral (as defined below), which liens shall be (i) subject and junior in priority to the Carve-Out (as defined below), (ii) subject and junior in priority to any valid and perfected Prepetition Liens securing the Prepetition Credit Facility and the Adequate Protection Liens (each as defined below) and (iii) senior in priority to any valid and perfected liens granted pursuant to that certain *Amended and Restated Subordinated Note*, dated as of March 3, 2025 (the "Sponsor Subordinated Note"), by and between the Debtors and the DIP Lender, to secure all obligations owing and outstanding under the DIP Loan Documents, this Interim Order and the Final Order, as applicable (collectively, the "DIP Obligations");

(d) authorizing the Debtors to use the Cash Collateral (as defined below) of the Prepetition Secured Parties on a consensual and interim basis subject to the terms and conditions set forth herein;

(e) authorizing the Debtors to grant adequate protection to the Prepetition Secured Parties to protect against any diminution in the value of the Prepetition Collateral (as defined below);

(f) scheduling a hearing on June 5, 2026, at 9:00 a.m. (prevailing Eastern Time) (the "Final Hearing"), pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2), and 4001(d), to consider entry of the Final Order ((a) through (f) collectively, the "Requested Relief"); and

(g) the Interim Hearing having been held on May 14, 2026; and upon all of the pleadings filed with the Court and the evidence proffered or adduced at the Interim Hearing; and the Court having heard and resolved or overruled any and all objections to the Requested Relief; and it appearing that the Requested Relief is in the best interests of the Debtors, their estates, and creditors; and upon the record herein; and after due deliberation thereon, and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. Petition Date. On April 21, 2026 (the "Petition Date"), the Debtors commenced their chapter 11 cases (these "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). The Debtors are operating their businesses and managing their affairs as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee, examiner, or official committee of creditors holding unsecured claims (a "Creditors' Committee") has been appointed in any of these Chapter 11 Cases.

B. Interim Cash Collateral Order. On April 29, 2026, this Court entered the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 60] (as extended by agreement of the parties from time to time, the "Interim Cash Collateral Order").

C. Jurisdiction; Venue. The Court has jurisdiction over these Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Junior DIP Facility constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(D). The Court is a proper venue of these Chapter 11 Cases and the Requested Relief under 28 U.S.C. §§ 1408 and 1409. The statutory bases for the relief sought herein are sections 105, 361, 362, 363, 364, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 and the applicable Bankruptcy Local Rules.

D. Notice. Notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. The interim relief granted herein

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

is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending a Final Hearing.

E. Debtors' Stipulations. After consultation with their attorneys and financial advisors, and subject to and without prejudice to the rights of parties in interest as set forth in paragraph 15 below, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge and agree as follows (paragraphs E(i) through E(iv) below are referred to herein, collectively, as the "Debtors' Stipulations"):[4]

(i) *Prepetition Credit Facility*. Pursuant to that certain Loan and Security Agreement, dated as of March 3, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Prepetition Loan Agreement" and, together with all related security agreements, collateral agreements, pledge agreements, control agreements and guarantees, the "Prepetition Loan Documents"), by and among TRM NRE Acquisition LLC, as the borrower, TRM NRE Holding LLC, as guarantor, Great Rock Capital Partners Management, LLC, as administrative agent (and any of its successors and assigns) (in such capacity, the "Prepetition Agent"), and the lenders party thereto from time to time (the "Prepetition Lenders" and, together with the Prepetition Agent, the "Prepetition Secured Parties"), the Prepetition Lenders provided to the Debtors (a) secured term loans (the "Prepetition Term Loans") in the aggregate principal amount of $8,749,324.71 as of the Petition Date, and (b) Revolving Loans in the aggregate principal amount of $11,530,426.33 as of the Petition Date (the, "Revolving Loans", and together with the Prepetition Term Loans, the "Prepetition Loans", and "Prepetition Credit Facility").

[4] For the avoidance of doubt, the Debtors' Stipulations are binding upon the Debtors and each other party in interest upon the expiration of the Challenge Period (as defined below).

(ii) *Prepetition Secured Obligations*. As of the Petition Date, pursuant to the Prepetition Loan Documents, the Debtors were jointly and severally indebted and liable to the Prepetition Secured Parties, in the aggregate amount of not less than $20,279,751.04 on account of the Prepetition Loans, plus accrued interest, plus all other fees, costs, expenses, indemnification obligations, reimbursement obligations, charges, premiums, additional interest, any other Obligations (as defined in the Prepetition Loan Agreement), and all other obligations of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable under the Prepetition Loan Documents (collectively, the "Prepetition Secured Obligations"). Effective upon entry of an order approving the Debtors' disclosure statement under section 1125 of the Bankruptcy Code, (x) the Prepetition Secured Obligations constitute legal, valid, binding and non-avoidable obligations against the Debtors and are not subject to avoidance, recharacterization, counterclaim, defense, offset, recoupment, subordination, other claim, cause of action, or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise and (y) no payments or transfers made to or for the benefit of (or obligations incurred to or for the benefit of) the Prepetition Secured Parties by or on behalf of any of the Debtors prior to the Petition Date under or in connection with the Prepetition Credit Facility shall be subject to avoidance, recharacterization, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind or nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.

(iii) *Prepetition Liens*. As of the Petition Date, the Prepetition Secured Obligations were secured by valid, binding, non-avoidable, properly perfected and enforceable liens on and security interests (the "Prepetition Liens") in the Collateral (as defined in the Prepetition Loan Documents, the "Prepetition Collateral"). The Prepetition Liens were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value and are senior in priority to any and all other liens on the Prepetition Collateral, except for senior liens that were valid, binding, non-avoidable and senior to the Prepetition Liens as of the Petition Date or were in existence immediately prior to the Petition Date and were perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (the "Permitted Prior Liens").

(iv) *Second Lien Facility*. The Debtors also have a second, subordinated layer of secured debt. Debtor TRM NRE Acquisition LLC is the maker of the Sponsor Subordinated Note in favor of the DIP Lender (in its capacity as such, then "Second Lien Lender") in the original aggregate principal amount of $13,118,000 (the "Second Lien Obligations"), which are valid and in full force and effect as of the Petition Date. The Sponsor Subordinated Note is secured by a junior lien on substantially all of TRM NRE Acquisition LLC's assets (the "Second Lien") and is subject to that certain Subordination Agreement, dated as of March 3, 2025, by and among the Second Lien Lender, the Debtors, and the Prepetition Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Subordination Agreement"), which is valid and in full force and effect as of the Petition Date, shall not be deemed to be amended, altered, or modified by the terms of this Interim Order and constitutes a subordination agreement pursuant to section 510(a) of the Bankruptcy Code.

F. Cash Collateral. For purposes of this Interim Order, the term "Cash Collateral" shall mean and include all "cash collateral," as defined in section 363 of the Bankruptcy Code, in or on which the Second Lien Lender, the Prepetition Secured Parties, or the DIP Lender have a lien, security interest, or other interest (including, without limitation, any adequate protection liens or security interests) whether existing on the Petition Date, arising pursuant to this Interim Order, or otherwise and shall include, without limitation:

(i) all cash proceeds arising from the collection, sale, lease or other disposition, use or conversion of any real or personal property, including insurance policies (including, without limitation, policies for the benefit of directors and officers of the Debtors), in or on which the DIP Lender, the Second Lien Lender, or Prepetition Secured Parties have a lien, whether as part of the DIP Collateral, Prepetition Collateral, the Sponsor Subordinated Note, or pursuant to an order of the Court or applicable law or otherwise, and whether such property has been converted to cash, existed as of the commencement of these Chapter 11 Cases, or arose or was generated thereafter;

(ii) all of the respective deposits, refund claims, and rights in retainers of the Debtors on which the DIP Lender, the Second Lien Lender, or Prepetition Secured Parties has a lien, whether as part of the DIP Collateral, Prepetition Collateral, the collateral under the Sponsor Subordinated Note, or pursuant to an order of the Court or applicable law or otherwise; and

(iii) the proceeds of any sale of DIP Collateral, Prepetition Collateral, or collateral under the Sponsor Subordinated Note in connection with any sale consummated prior to entry of the Final Order.

G. Adequate Protection. Pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code, the Prepetition Secured Parties are entitled to adequate protection of the Prepetition Secured Parties' respective liens and interests in the Prepetition Collateral (including Cash Collateral) for the aggregate diminution in the value of their respective liens and interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date for any reason provided for under the Bankruptcy Code including, without limitation, (i) the use, sale or lease by the Debtors of such collateral, (ii) the use of Cash Collateral by each of the Debtors, (iii) the imposition of the automatic stay, and (iv) the subordination of the Prepetition Liens and Prepetition Secured Obligations to the Carve-Out, in each case, as set forth in this Interim Order (collectively, the foregoing clauses (i) through (iv), the "Diminution in Value"), as set forth in this Interim Order; provided, however, that nothing in this Interim Order shall (x) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral or other Prepetition Collateral other than on the terms expressly set forth in this Interim Order (including the Approved Budget), (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior, pari passu or junior) or DIP Collateral, or (z) prejudice, limit or otherwise impair the rights of any of the Prepetition Secured Parties to seek new, different or additional adequate protection after the date hereof or assert the interests of any of the Prepetition Secured Parties.

H. Purpose and Necessity of Financing. The Debtors require the financing described in the Requested Relief to (i) permit the continuation of their businesses and preserve their going concern value, (ii) satisfy payroll obligations and other working capital and general corporate purposes of the Debtors consistent with the terms set forth in the DIP Loan Documents, and (iii) pay fees and expenses related to the DIP Loan Documents and the Chapter 11 Cases. If the Debtors do not obtain authorization to borrow under the Term Sheet and the DIP Loan Documents, they will suffer immediate and irreparable harm. The Debtors are unable to obtain adequate unsecured credit allowable as an administrative expense under section 503 of the Bankruptcy Code, or other sufficient financing under sections 364(c) or (d) of the Bankruptcy Code, on more favorable terms than those set forth in the DIP Loan Documents, based on the totality of the circumstances. A loan facility in the amount provided by the DIP Loan Documents is not available to the Debtors without granting the DIP Lender, for the benefit of the DIP Lender, secured claims, liens, and security interests, pursuant to section 364(c)(1), 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, as provided in this Interim Order and the DIP Loan Documents. After considering all alternatives, the Debtors have concluded, in the exercise of their sound business judgment, that the Junior DIP Facility represents the best financing available to them at this time.

I. Willingness to Provide Financing. The DIP Lender has indicated a willingness to provide financing to the Debtors subject to the entry of this Interim Order, and conditioned upon the entry of the Final Order, including findings that such financing is essential to the Debtors' estates, the DIP Lender is extending credit to the Debtors as set forth in the Junior DIP Facility in good faith, and that the secured claims, security interests, liens, rights, and other protections granted to the DIP Lender will have the protections provided in section 364(e) of the Bankruptcy Code and will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration of this Interim Order, the Final Order, or any other order.

J. Good Cause Shown. Good cause has been shown for entry of this Interim Order. The ability of the Debtors to obtain sufficient working capital and liquidity under the DIP Loan Documents is vital to the Debtors' estates and creditors. The liquidity to be provided under the DIP Loan Documents will enable the Debtors to continue to operate their businesses in the ordinary course, preserve the value of the Debtors' assets and prosecute the Chapter 11 Cases in a manner that will maximize the value of their assets for the benefit of all stakeholders. Among other things, entry of this Interim Order is necessary to maximize the value of the Debtors' assets and to avoid immediate and irreparable harm to the Debtors and their estates, and, accordingly, is in the best interests of, the Debtors, their estates, and their creditors.

K. Sections 506(c) and 552(b) Waivers. In light of the DIP Lender's and Prepetition Secured Parties' agreement to permit the DIP Liens (as defined below), Prepetition Liens and the Adequate Protection Liens (as defined below), respectively, to be subject to prior payment of the Carve-Out, and in the case of the DIP Liens, to be junior to the Prepetition Secured Obligations, and in exchange for and as a material inducement to the DIP Lender to agree to provide the Junior DIP Facility and Prepetition Secured Parties to agree to the use of their Cash Collateral, the DIP Lender and Prepetition Secured Parties shall be entitled to (a) subject to entry of the Final Order, a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code and (b) subject to entry of the Final Order, a waiver of the provisions of section 506(c) of the Bankruptcy Code.

L. Good Faith. The terms of the Junior DIP Facility, including, without limitation, the interest rates and fees applicable, and intangible factors relevant thereto, are reasonable under the circumstances. Based upon the record before the Court, the DIP Loan Documents and terms of the consensual use of Cash Collateral hereunder have been negotiated in good faith and at arm's-length among the Debtors, the DIP Lender and the Prepetition Secured Parties, under no duress, and without undue influence, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the requisite approvals of the Junior DIP Facility, and the use of Cash Collateral, including in respect of the granting of the DIP Liens, any challenges or objections to the Junior DIP Facility or the use of Cash Collateral, and all documents related to any and all transactions contemplated by the foregoing. Any DIP Obligations and other financial accommodations made to the Debtors by the DIP Lender and Prepetition Secured Parties pursuant to the DIP Loan Documents and this Interim Order shall be deemed to have been extended by the DIP Lender and Prepetition Secured Parties in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and the DIP Lender and Prepetition Secured Parties shall be entitled to all protections afforded thereby.

M. Fair Consideration and Reasonably Equivalent Value. All of the Debtors have received and will receive fair and reasonable consideration in exchange for access to the Junior

DIP Facility, use of Cash Collateral and all other financial accommodations provided under the DIP Loan Documents and this Interim Order. The terms of the DIP Loan Documents and use of Cash Collateral are fair and reasonable, reflect the Debtors' exercise of prudent judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

N. Immediate Entry of Interim Order. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and Bankruptcy Local Rule 4001-2(b). The permission granted herein to enter into the DIP Loan Documents and to obtain funds thereunder is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that 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 access to the financing necessary for the continued flow of supplies and services to the Debtors necessary to sustain the operation of the Debtors' existing businesses and further enhance the Debtors' prospects for a successful reorganization or sale of substantially all of their assets.

Based upon the foregoing findings, acknowledgements, and conclusions, and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Disposition. The relief requested by the Debtors on the record at the Interim Hearing is granted on the terms set forth in this Interim Order. This Interim Order supersedes any relief granted pursuant to the Interim Cash Collateral Order. Any objection to the interim relief sought by the Debtors that has not previously been withdrawn or resolved is hereby overruled on its merits. The term of this Interim Order, the DIP Loan Documents, and the use of Cash Collateral

authorized hereunder shall expire, and the Junior DIP Facility and consent to use of Cash Collateral by the Prepetition Secured Parties in each case made pursuant to this Interim Order and the DIP Loan Documents, as applicable, will mature, and together with all interest thereon and any other obligations accruing under the DIP Loan Documents, will become due and payable (unless such obligations become due and payable earlier pursuant to the terms of the DIP Loan Documents and this Interim Order by way of acceleration or otherwise), and consent of the Prepetition Secured Parties to the use of Cash Collateral hereunder shall terminate, in each case on the earlier of: (a) thirty-five (35) days after entry of this Interim Order, if a Final Order has not been entered prior to such date, or (b) termination of the Junior DIP Facility by the DIP Lender or termination of consent to use of Cash Collateral by the Prepetition Secured Parties, in each case following the occurrence of an Event of Default or Cash Collateral Termination Event, as applicable, in accordance with the terms of this Interim Order and the DIP Loan Documents.

2. Authorization For DIP Financing and Use of Cash Collateral.

(i) The Debtors are hereby authorized, on an interim basis, to incur DIP Obligations immediately subject to the terms of this Interim Order, the Approved Budget, and the DIP Loan Documents, in the aggregate principal amount of up to $2,000,000. Available financing under the DIP Loan Documents shall, on an interim basis, be made to fund, strictly in accordance with the Approved Budget, working capital and general corporate requirements of the Debtors, bankruptcy-related costs and expenses (including interest, fees, and expenses in accordance with this Interim Order or the DIP Loan Documents), and any other amounts required or allowed to be paid in accordance with this Interim Order, but only as and to the extent authorized by the Approved Budget (and permitted variances as set forth in the Term Sheet) and the DIP Loan Documents.

(ii) The Debtors are authorized to use Cash Collateral on an interim basis subject to and in accordance with the terms, conditions, and limitations set forth in this Interim Order, the Approved Budget (and permitted variances as set forth in the Term Sheet) and the DIP Loan Documents.

(iii) The Debtors have delivered to the DIP Lender and the Prepetition Secured Parties a budget that sets forth projected cash receipts and cash disbursements (by line item) on a weekly basis for the time period from and including the Petition Date through July 31, 2026, a copy of which is attached hereto as Exhibit 2 (the "Approved Budget"). The Approved Budget shall at all times be in form and substance acceptable to the DIP Lender and the Prepetition Secured Parties, and approved in writing by the DIP Lender and the Prepetition Secured Parties in their sole and absolute discretion. The Debtors shall provide updates to the Approved Budget and financial reporting with respect to the Debtors in accordance with the terms of the DIP Loan Documents and this Interim Order to the U.S. Trustee, the Prepetition Secured Parties (to the extent not duplicative of other reporting) and counsel for any Creditors' Committee. Funds borrowed under the DIP Loan Documents and Cash Collateral used under this Interim Order shall be used by the Debtors solely in accordance with the DIP Loan Documents and this Interim Order. The consent of the DIP Lender and the Prepetition Secured Parties to any Approved Budget shall not be construed as a commitment to provide the Junior DIP Facility or, to the extent permitted by paragraph 17(a)(iv) below, to permit the use of Cash Collateral after the occurrence of a Termination Event under this Interim Order, regardless of whether the aggregate funds shown on the Approved Budget have been expended.

(iv) Any amendments, supplements, or modifications to the Approved Budget must be consented to in writing by the DIP Lender and the Prepetition Secured Parties in their sole discretion prior to the implementation thereof and shall not require further notice, hearing, or court order; provided, however, that notice of any such amendment, supplement, or modification shall be provided to the U.S. Trustee and counsel to the Creditors' Committee.

(v) The DIP Lender and Prepetition Secured Parties (i) may assume the Debtors will comply with the Approved Budget, and (ii) shall have no duty to monitor such compliance. All advances and extensions of credit shall be based upon the terms and conditions of the DIP Loan Documents, as the same may be adjusted from time to time. Subject to the terms and conditions of this Interim Order, the DIP Lender shall have the right but not the obligation to extend credit independent of any Approved Budget line item restrictions on loan availability set forth in the DIP Loan Documents, and all such DIP Obligations shall be entitled to the benefits and protections of this Interim Order.

3. Authority to Execute and Deliver Necessary Documents.

(i) Each of the Debtors is authorized to negotiate, prepare, enter into, and deliver the DIP Loan Documents, in each case including any amendments thereto, and borrow money under the Junior DIP Facility, on an interim basis, in accordance with the terms of this Interim Order and the DIP Loan Documents. Each of the Debtors is further authorized and directed to negotiate, prepare, enter into, and deliver any UCC financing statements, pledge and security agreements, mortgages or deeds of trust, or similar documents or agreements encumbering all of the DIP Collateral and securing all of the Debtors' obligations under the DIP Loan Documents according to the relative priorities of the DIP Liens, Adequate Protection Liens and Prepetition Liens hereunder, each as may be reasonably requested by the DIP Lender.

(ii) Each of the Debtors is further authorized to (i) perform all of its obligations under the DIP Loan Documents, and such other agreements as may be required by the DIP Loan

Documents to give effect to the terms of the financing provided for therein and in this Interim Order, and (ii) perform all acts required under the DIP Loan Documents and this Interim Order.

4. Valid and Binding Obligations. All obligations under the DIP Loan Documents shall constitute valid and binding obligations of each of the Debtors, enforceable against each of them, each of their estates, and each of their successors and assigns, jointly and severally, including, without limitation, any trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Case (as defined below), in accordance with their terms and the terms of this Interim Order, and no obligation, payment, transfer, or grant of a lien or security interest under the DIP Loan Documents or this Interim Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under section 502(d) of the Bankruptcy Code) or subject to any avoidance, reduction, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise other than the Prepetition Secured Obligations and Prepetition Adequate Protection Obligations), counterclaims, cross-claims, defenses, or any other challenges under the Bankruptcy Code or any applicable law or regulation by any person or entity. The DIP Obligations include all loans and any other indebtedness or obligations, contingent or absolute, now existing or hereafter arising, which may from time to time be or become owing by the Debtors to the DIP Lender under the DIP Loan Documents, including without limitation all principal, interest, costs, fees, expenses and other amounts owed pursuant to the DIP Loan Documents.

5. Termination of DIP Loan Commitments. Notwithstanding anything in this Interim Order to the contrary, the term of this Interim Order and the DIP Loan Commitments shall terminate, and the DIP Loans and other DIP Obligations outstanding pursuant to this Interim Order and the DIP Loan Documents will mature, and together with all interest thereon and any other

obligations accruing under the DIP Loan Documents, will become due and payable (unless such obligations become due and payable earlier pursuant to the terms of the DIP Loan Documents and this Interim Order by way of acceleration or otherwise) on the date that is the earliest of: (a) thirty-five (35) days after entry of this Interim Order if a Final Order has not been entered prior to such date, (b) October 25, 2026, (c) the occurrence of the effective date of any confirmed plan of reorganization in the Chapter 11 Cases, or (d) termination of the Junior DIP Facility by the DIP Lender following the occurrence of an Event of Default. For the avoidance of doubt, except as otherwise consented to in writing by the Prepetition Secured Parties, nothing in this Interim Order authorizes the repayment of any DIP Obligations prior to the Prepetition Credit Facility Payoff Date.

6. Authorization for Payment of DIP Financing Fees and Expenses. All fees paid and payable, and all costs and/or expenses reimbursed or reimbursable (including, without limitation, all fees, costs, and expenses referred to in the DIP Loan Documents) by the Debtors to the DIP Lender are hereby approved. The Debtors are hereby authorized and directed to pay all such fees, costs, and expenses in accordance with the terms of the DIP Loan Documents and this Interim Order, without any requirement that any party or their counsel file any further application or other pleading, notice, or document with the Court for approval or payment of such fees, costs, or expenses. Notwithstanding anything to the contrary herein, the fees, costs, and expenses of the DIP Lender, whether incurred prior to or after the Petition Date, including, without limitation, all fees referred to in the DIP Loan Documents, shall be deemed fully earned and non-refundable as of the date of this Interim Order, except with respect to reimbursement of professional fees and expenses, which shall be subject to the fee review procedures set forth below in Paragraph 6(i) and (ii) below.

(i) The payment of the professional fees, expenses and disbursements set forth in this paragraph of this Interim Order shall be made promptly but no sooner than ten (10) days after the receipt by the Debtors, the Committee, and the U.S. Trustee (the "Review Period") of invoices thereof (the "Invoiced Fees") (subject in all respects to applicable privilege or work product doctrines), including a summary description of the services provided and the expenses incurred by the applicable professional arising before or after the Petition Date, as applicable; provided, however, that any such invoice (i) may be redacted to protect privileged, confidential or proprietary information and (ii) shall not be required to contain individual time detail.

(ii) The Debtors, the Committee, the DIP Lender, Prepetition Secured Parties and the U.S. Trustee may preserve their right to dispute the reasonableness of any portion of the Invoiced Fees (the "Disputed Invoiced Fees") if, within the Review Period, the Debtors, the Committee or the U.S. Trustee files with the Court a motion or other pleading, on at least ten (10) calendar days prior written notice to the DIP Lender and the Prepetition Secured Parties of any hearing on such motion or other pleading, which must contain a specific basis for the objection to the Disputed Invoiced Fees and quantification of the disputed amount of the fees and expenses invoiced. The Debtors' payment of the Invoiced Fees (other than any Disputed Invoiced Fees pending resolution of such dispute by the parties or disposition by the Court) shall not be delayed based on any objections thereto, and the relevant professional shall only be required to disgorge amounts objected to upon being "so ordered" pursuant to a final non-appealable order of this Court. None of the Invoiced Fees shall be subject to Court approval or required to be maintained in any specific format, and no recipient of any payment on account thereof shall be required to file with respect thereto any interim or final fee application with the Court.

7. Amendments, Consents, Waivers, and Modifications. Notwithstanding anything to the contrary in the DIP Loan Documents or this Interim Order, the Debtors may enter into any amendments, consents, waivers, or modifications to the DIP Loan Documents in accordance with the terms of the DIP Loan Documents without need for further notice and hearing or any order of this Court; provided, however, that (i) any amendment, consent, waiver, or modification to a DIP Loan Document that impairs, curtails or otherwise adversely modifies or substantively impacts any right of the Prepetition Secured Parties shall require the prior written consent of the Prepetition Secured Parties, and (ii) any material amendment, waiver, or modification shall require Court approval. Copies of all amendments, waivers, modifications, whether or not material, shall be provided by the Debtors to counsel to the Prepetition Secured Parties, counsel to the Creditors' Committee and the U.S. Trustee.

8. DIP Liens & Priority.

(a) The term "DIP Collateral" means all assets and properties of each of the Debtors and their estates, of any kind or nature whatsoever, whether tangible or intangible, real, personal or mixed, whether now owned or consigned by or to, or leased from or to, or hereafter acquired by, or arising in favor of, any of the Debtors (including under any trade names, styles or derivations thereof), whether prior to or after the Petition Date, and wherever located, including, without limitation, (i) all of the Debtors' rights, title and interests in all "Collateral" (as defined in the Prepetition Loan Agreement), (ii) all money, cash and cash equivalents, all funds in any deposit accounts, securities accounts, commodities accounts or other accounts (together with any and all money, cash and cash equivalents, instruments and other property deposited therein or credited thereto from time to time), all accounts receivable and other receivables (including those generated by intercompany transactions), all rights to payment, contracts and contract rights, all instruments, documents and chattel paper, all securities (whether or not marketable), all goods, furniture, machinery, plants, equipment, vehicles, inventory and fixtures, all real property interests, owned real estate, real property leaseholds, fixtures and machinery and equipment, all franchise rights, all patents, tradenames, trademarks, copyrights, licenses and all other intellectual property, all general intangibles, tax or other refunds, or insurance proceeds, all equity interests, capital stock, limited liability company interests, partnership interests and financial assets, all investment property, all supporting obligations, all letters of credit and letter of credit rights, all commercial tort claims (including, for the avoidance of doubt, any cause of action related thereto), all books and records (including, without limitation, customers lists, credit files, computer programs, printouts and other computer materials and records), and all rents, products, offspring, profits, and proceeds of each of the foregoing and all accessions to, substitutions and replacements for, each of the foregoing, including any and all proceeds of any insurance (including any business interruption and property insurance), indemnity, warranty or guaranty payable to any Debtor from time to time with respect to any of the foregoing, and, subject to entry of the Final Order, all proceeds of claims and causes of action of the Debtors under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code (collectively, "Avoidance Actions Proceeds").

(b) To secure the DIP Obligations and other obligations of the Debtors under the Junior DIP Facility and DIP Loan Documents, the DIP Lender is hereby granted for the benefit of itself, pursuant to and in accordance with sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, subject to the Carve-Out at all times, valid, enforceable, and fully perfected (i) 1.5 priority liens on all of the DIP Collateral which liens shall, until the date on which the Prepetition Secured Obligations are indefeasibly paid in full in cash in accordance with the terms of the Prepetition Loan Documents (such date, the "Prepetition Credit Facility Payoff Date"), be junior and subordinate to the Adequate Protection Liens and the Prepetition Liens; (ii) junior liens on all DIP Collateral that is subject to valid, perfected, and non-avoidable liens in existence as of the Petition Date or to valid liens in existence at the time of the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, other than DIP Collateral that is subject to the Second Liens; (iii) 1.5 priority priming liens on all DIP Collateral that is subject to the Second Liens shall be primed by and made subject and subordinate to the perfected 1.5 priority senior liens granted to the DIP Lender, for the benefit of itself, subject, in each case, to the Carve-Out and, solely with respect to the DIP Collateral subject thereto (subsections (i), (ii), and (iii) collectively, the "DIP Liens"). Notwithstanding anything to the contrary in this paragraph 8(b), the priority of the DIP Liens shall be as set forth in paragraph 13 of this Order.

(c) The DIP Liens shall be effective immediately upon the entry of this Interim Order and shall not at any time be made subject or subordinated to, or made *pari passu* with, any other lien, security interest or claim existing as of the Petition Date, or created under sections 363 or 364(d) of the Bankruptcy Code or otherwise, other than the Permitted Prior Liens, Prepetition Liens, Adequate Protection Liens, Prepetition Secured Obligations Adequate Protection Claims (in each case prior to the Prepetition Credit Facility Payoff Date) and prior payment of the Carve-Out.

(d) The DIP Liens and Adequate Protection Liens shall be and hereby are deemed fully perfected liens and security interest, effective and perfected upon the date of this Interim Order, without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing agreements, financing statements, account control agreements, or any other agreements or instruments, such that no additional actions need be taken by the DIP Lender or Prepetition Agent, as applicable, to perfect such interests. Any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the consent or approval of one or more landlords, licensors or other parties, or requires the payment of any fees or obligations to any governmental entity, non-governmental entity or any other person, in order for any of the Debtors to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest or the proceeds thereof or other 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 transactions granting the DIP Lender and Prepetition Agent for the benefit of itself, a security interest in such fee, leasehold, or other interest or other collateral or the proceeds of any assignment, sale, or other transfer thereof, by any of the Debtors in favor of the DIP Lender and Prepetition Agent, each for the benefit of itself, in accordance with the terms of the DIP Term Sheet and the other DIP Loan Documents.

9. Survival of DIP Liens and Adequate Protection Liens. The DIP Liens, Adequate Protection Liens and other rights and remedies granted under this Interim Order to the DIP Lender and Prepetition Secured Parties shall continue in this and any Successor Case(s) and shall be valid and enforceable against any trustee appointed in any or all of the Debtors' Chapter 11 Cases and/or upon the dismissal or conversion of any or all of the Debtors' Chapter 11 Cases or any Successor Case(s) and such liens and security interests shall maintain their priority as provided in this Interim Order until (x) all of the DIP Obligations have been indefeasibly paid in full in cash and the DIP Loan Commitments have been terminated in accordance with the DIP Loan Documents or (y) the Prepetition Credit Facility Payoff Date shall have occurred, respectively.

10. Payment Priority. Prior to the Prepetition Credit Facility Payoff Date, the Debtors shall promptly, and in no circumstance later than five (5) business days prior to the sale of any Locomotive (as such term is defined in the Prepetition Loan Agreement), notify the Prepetition Secured Parties (in writing to their counsel) and the DIP Lender of their intent to sell any Locomotive, and all rights of the Prepetition Secured Parties, Debtors and the DIP Lender are expressly reserved as to such sale. With respect to any proposed sale of Debtor property that is outside of the ordinary course of business, the Debtors shall file an appropriate motion with this Court and all rights of the Prepetition Secured Parties and DIP Lender are expressly reserved in connection with such relief requested. Prior to the Prepetition Credit Facility Payoff Date, unless otherwise consented to in writing by the Prepetition Secured Parties, no payments made by the Debtors or any proceeds of DIP Collateral shall be applied to the repayment or prepayment of the DIP Obligations. From and after the Prepetition Credit Facility Payoff Date or with the Prepetition Agent's prior written consent, the Junior DIP Facility shall be repaid during the Chapter 11 Cases through (i) weekly cash sweeps of all cash on hand in excess of $1.00 million, and (ii) the proceeds of non-core asset sales, including the marine business, inventory and machinery and equipment, and other assets located at the Paducah, Kentucky facility. The Debtors shall be permitted to reborrow from the Junior DIP Facility for any amounts repaid during the Chapter 11 Cases.

11. Carve-Out. As used in this Interim Order, the "Carve-Out" means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code and section 3717 of title 31 of the United States Code, (ii) to the extent (x) allowed at any time, whether by interim order, procedural order, or otherwise, and (y) all 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 Creditors' Committee (if any) pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") prior to the occurrence of an Event of Default and notice thereof delivered to the Debtors, but only to the extent of amounts included in the Approved Budget, and (iii) at any time after the occurrence of an Event of Default and notice thereof delivered to the Borrowers, Allowed Professional Fees, not in excess of $250,000 (the "Carve-Out Cap"). On a weekly basis, the fees and expenses of the Debtors' and Creditors' Committee's professionals provided in the Approved Budget shall be funded into an escrow account to satisfy the professional fees included within the Carve-Out (the "Professional Fee Reserve"). The funds on deposit in the Professional Fee Reserve shall be available to satisfy the obligations owed to the Professional Persons benefiting from the Carve-Out, and any residual amounts in the Professional Fee Reserve available following satisfaction in cash in full of all obligations benefiting from the Carve-Out shall be subject to the Adequate Protection Liens; provided that, for the avoidance of doubt, the Professional Persons' payment of Allowed Professional Fees under the Carve-Out shall not be limited to funds held in the Professional Fee Reserve; provided, further, nothing herein shall impair the right of any party to object to the reasonableness of any such fees or expenses to be paid by the Debtors' estates.

12. Adequate Protection for the Prepetition Secured Parties. Pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection for any Diminution In Value of the Prepetition Collateral, the Prepetition Secured Parties are hereby granted, subject to the prior payment of the Carve-Out, the following (collectively, the "Prepetition Adequate Protection Obligations"):

(a) *Adequate Protection Liens*. Solely to the extent of any Diminution in Value of the Prepetition Secured Parties' interests in the Prepetition Collateral from and after the Petition Date, as adequate protection of such interests, the Debtors hereby grant to the Prepetition Secured Parties, until the Prepetition Credit Facility Payoff Date, continuing valid, binding, enforceable non-avoidable and automatically and properly perfected security interests in, and liens on, the DIP Collateral (the "Adequate Protection Liens"). The Adequate Protection Liens shall be junior only to the Permitted Prior Liens, the Prepetition Liens and the Carve-Out. Except as provided herein, the Adequate Protection Liens shall not be made subject to, or pari passu with, any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against any trustee appointed in any of the Chapter 11 Cases or any Successor Cases, or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. Subject to paragraph 15 of this Order, the Adequate Protection Liens shall not be subject to Sections 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to Section 551 of the Bankruptcy Code shall be pari passu with or senior to the Adequate Protection Liens.

(b) *Adequate Protection Claims*. As further adequate protection of the interests of the Prepetition Secured Parties in the Prepetition Collateral against and solely to the extent of any Diminution in Value of such interests in the Prepetition Collateral from and after the Petition Date, the Prepetition Secured Parties, are hereby granted as, and to the extent provided by Section 507(b) of the Bankruptcy Code, an allowed super-priority administrative expense claim in each of the Chapter 11 Cases and any Successor Cases (the "Adequate Protection Claims"). Other than with respect to the Carve-Out, the Adequate Protection Claims shall have priority over all other administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in, or ordered pursuant to, Sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113 and 1114 of the Bankruptcy Code. The Adequate Protection Claims shall be payable from, and have recourse to, all pre- and post-petition property of the Debtors and all proceeds thereof, subject and subordinate only to payment in full of the Carve-Out and other amounts secured by Permitted Prior Liens.

(c) *Adequate Protection Payments*. As further adequate protection, subject to paragraph 6(i) and (ii), the Debtors are authorized to pay, until the Prepetition Credit Facility Payoff Date, but without the need for the filing of formal fee applications, solely as and to the extent required under the Prepetition Loan Documents, the reasonable and documented fees, costs and expenses accrued on, prior to or after the Petition Date of the advisors to the Prepetition Secured Parties: Paul Hastings LLP, as counsel, Blank Rome LLP, as Delaware counsel and Huron Consulting Group LLC, as financial advisor (collectively, the "Prepetition Agent Advisors"); provided, that, the Debtors shall pay, in cash, any such reasonable and documented fees, costs, and expenses of the Prepetition Agent Advisors up to the amounts set forth in the Approved Budget; provided further, that, for avoidance of doubt, any such reasonable and documented fees, costs, and expenses that are otherwise due and payable as and to the extent required under the Prepetition Loan Documents that are not included in the Approved Budget and paid in cash as required by this Interim Order shall nonetheless be treated as Prepetition Secured Obligations.

(d) *Adequate Protection Reservation*. Nothing herein shall impair or modify the application of Section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties hereunder is insufficient to compensate for any

Diminution in Value of their respective interests in the Prepetition Collateral during the Chapter 11 Cases or any Successor Cases. The receipt by the Prepetition Secured Parties of the adequate protection provided herein shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Further, this Interim Order shall not prejudice or limit the rights of the Prepetition Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection in a manner consistent with the Sponsor Subordination Agreement and the Prepetition Loan Documents.

13. Lien and Claim Priorities. Notwithstanding anything in this Interim Order or the DIP Loan Documents to the contrary, the liens and claims granted under this Interim Order shall have the following priorities:

Priority	DIP Collateral	Unencumbered Property	Claims
1st	Carve-Out	Carve-Out	Carve-Out
2nd	Permitted Prior Liens	Adequate Protection Liens	Adequate Protection Claims
3rd	Prepetition Liens	DIP Liens	DIP Superpriority Claims
4th	Adequate Protection Liens	N/A	N/A
5th	DIP Liens	N/A	N/A
6th	Second Liens	N/A	N/A

14. Restriction on Use of Funds. Notwithstanding anything in this Interim Order or the DIP Loan Documents to the contrary, no proceeds of the Junior DIP Facility, any DIP Collateral or Prepetition Collateral (including, without limitation, Cash Collateral) or any portion of the Carve-Out may be used to pay any claims for services rendered by any professionals retained by the Debtors, any creditor or party in interest, a Creditors' Committee, any trustee appointed under these Chapter 11 Cases or any Successor Cases, or any other party to (a) request authorization to obtain postpetition loans or other financial accommodations pursuant to section 364(c) or (d) of the Bankruptcy Code or otherwise, other than from the DIP Lender, unless the proceeds of such

loans or accommodations are or will be sufficient, and will be used, to indefeasibly pay in full in cash all DIP Obligations, the Prepetition Secured Obligations, and Prepetition Adequate Protection Obligations, or (b) investigate (except as set forth in paragraph 15 below), assert, join, commence, support or prosecute any action or 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, the DIP Lender, Prepetition Secured Parties or any of their respective officers, directors, employees, agents, attorneys, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, or action, including, without limitation, (i) any avoidance actions or other actions arising under chapter 5 of the Bankruptcy Code; (ii) any action relating to any act, omission or aspect of the relationship between or among any of the DIP Lender and/or Prepetition Secured Parties, on the one hand, and the Debtors or any of their affiliates, on the other; (iii) any action with respect to the validity and extent of the DIP Obligations or Prepetition Secured Obligations or the validity, extent, and priority of the DIP Liens, Prepetition Liens or Adequate Protection Liens; (iv) any action seeking to invalidate, set aside, avoid or subordinate, in whole or in part the DIP Liens; (v) any action that has the effect of preventing, hindering or delaying (whether directly or indirectly) the Prepetition Secured Parties or the DIP Lender in respect of the enforcement of its liens and security interests in the DIP Collateral, Prepetition Collateral or Cash Collateral; (vi) pay any Claim of a Creditor (as such terms are defined in the Bankruptcy Code) inconsistent with the Approved Budget without the prior written consent of the DIP Lender and Prepetition Secured Parties (vii) use or seek to use Cash Collateral or sell or otherwise dispose of DIP Collateral or Prepetition Collateral outside the ordinary course of business without the prior written consent of the Prepetition Secured Parties. Notwithstanding the foregoing, up to $12,500 in the aggregate of the Junior DIP Facility and

$12,500 of the Prepetition Secured Parties' Cash Collateral, DIP Collateral, Cash Collateral, Prepetition Collateral and Carve-Out may be used by a Creditors' Committee to investigate the Prepetition Secured Obligations, the Sponsor Subordinated Note, or the Prepetition Liens and/or claims prior to the expiration of the Challenge Period (as each is defined below).

15. Reservation of Certain Third-Party Rights and Bar of Challenges and Claims. The acknowledgments, stipulations, including the Debtors' Stipulations, admissions, waivers and releases contained herein shall be binding upon the Debtors upon entry of an Interim Order. The acknowledgments, stipulations, including the Debtors' Stipulations, admissions, waivers and releases shall also be binding upon all other parties in interest, including any Creditors' Committee, or any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors (a "Trustee"), unless (i) such party, having obtained the requisite standing, has duly filed an adversary proceeding or contested matter challenging the validity, perfection, priority, extent, or enforceability of the Prepetition Liens or the Prepetition Secured Obligations, or otherwise asserting or prosecuting any other claims, counterclaims or causes of action, objections, contests, or defenses (each, a "Challenge") against the Prepetition Secured Parties in connection with any matter related to the Prepetition Loan Documents, the Prepetition Collateral, the Prepetition Liens, or the Prepetition Secured Obligations by seventy-five (75) calendar days from the entry of this Interim Order, or, subject to a Final Order, the earlier of (A) confirmation of a chapter 11 plan for the Debtors or (B) entry of an order under section 363 of the Bankruptcy Code approving the sale of all or substantially all of the Debtors' assets, if either (A) or (B) occurs before seventy-five (75) calendar days from the entry of this Interim Order, in each case subject to further written extension (which writing may be in the form of e-mail by counsel) by the Prepetition Agent (the "Challenge Period"); provided, that in the event that, prior to the expiration of the Challenge Period, (x) any

of these cases is converted to a Successor Case or (y) a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended for a period of thirty (30) days solely with respect to any Trustee, commencing on the occurrence of either of the events described in the foregoing clauses (x) and (y); and (ii) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the party asserting any Challenge sustaining any Challenge in such duly filed adversary proceeding or contested matter. If no such adversary proceeding or contested matter is filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition Secured Obligations shall constitute allowed claims, not subject to any Challenge (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, "claim" (as defined by section 101(5)) of the Bankruptcy Code, impairment, subordination (whether equitable, contractual or otherwise), or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in the chapter 11 cases and any Successor Cases, if any; (y) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, non-avoidable liens, not subject to setoff, subordination, defense, avoidance, impairment, disallowance, recharacterization, reduction, recoupment, or recovery; and (z) the Prepetition Secured Obligations, the Prepetition Liens, and the Prepetition Secured Parties (in their capacities as such) shall not be subject to any other or further Challenge and all parties in interest (including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period) shall be forever enjoined and barred from seeking to exercise the rights of the Debtors' estates or taking any such action. If an adversary proceeding or contested matter is timely filed by a party that has been granted standing prior to the expiration of the Challenge Period, (i) the stipulations and admissions contained in this Interim Order shall nonetheless remain binding and preclusive on all parties in interest, including any Trustee, except for the party that has timely filed such adversary proceeding and solely as to the stipulations or admissions that are specifically and expressly challenged in such adversary proceeding or contested matter and (ii) any Challenge not brought in such adversary proceeding or contested matter shall be forever waived; provided that, if and to the extent any Challenge to a particular stipulation or admission is withdrawn, denied or overruled by entry of an order by a court of competent jurisdiction, such order shall be binding on the Debtors' estates and all parties in interest. Notwithstanding anything herein to the contrary, any Creditors' Committee appointed in these chapter 11 cases shall have the right to seek standing to file and prosecute a Challenge, and the filing of a motion seeking such standing prior to the expiration of the Challenge Period shall satisfy the Challenge Period deadline with respect to the Challenges identified therein, subject to the Court's subsequent grant of standing.

16. Prohibition on Granting of Additional Liens and Interests. No liens, claims, interests or priority status, other than the Carve-Out, having a lien or administrative priority superior to or pari passu with that of the DIP Liens or Adequate Protection Liens granted by this Interim Order, shall be granted while any portion of the DIP Obligations, Prepetition Secured Obligations or Second Lien Obligations, remain outstanding, or any commitment under the DIP Loan Documents, Prepetition Loan Agreement or Sponsor Subordinated Note remains in effect, in each case without the prior written consent of the DIP Lender and the Prepetition Secured Parties.

17. Remedies and Stay Modification.

(a) The automatic stay provisions of section 362 of the Bankruptcy Code are, to the extent applicable, vacated and modified without further application or motion to, or order from, the Court, to the extent necessary so as to permit the following:

i. whether or not a Default or an Event of Default under the DIP Loan Documents or a default by any of the Debtors of any of their obligations under this Interim Order has occurred (A) the filing or recording of any financing statements, mortgages or other instruments or other documents to evidence the security interests in and liens upon the DIP Collateral granted under this Interim Order, (B) the charging and collection of any interest, fees, costs and other expenses accruing at any time under the DIP Loan Documents as provided therein, and (C) the delivery to the Debtors of any notice provided for in any of the DIP Loan Documents or this Interim Order;

ii. Subject to paragraph 17(a)(iv) below, the automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified without the need for further Court order to (x) *permit* the DIP Lender, upon the occurrence and during the continuance of an Event of Default, and without any interference from the Debtors or any other party interest, to (A) cease providing the Junior DIP Facility and/or suspend or terminate the DIP Loan Commitments under the DIP Loan Documents with no continuing obligation to fund DIP Loans, (B) declare all outstanding DIP Obligations immediately due and payable, and (C) to the extent that the Prepetition Secured Parties have not commenced the exercise of any right or remedy in respect of any DIP Collateral that is not also Prepetition Collateral within ten (10) business days after receiving written notice from the DIP Lender of its intent to pursue remedies against such DIP Collateral following an Event of Default, exercise all other rights and remedies provided for in the DIP Documents, this Interim Order or under other applicable bankruptcy and non-bankruptcy law with respect to such DIP Collateral that is not also Prepetition Collateral including, without limitation, the right to (1) take any actions reasonably calculated to preserve or safeguard such DIP Collateral or to prepare such DIP Collateral for sale; (2) foreclose or otherwise enforce the DIP Liens; and/or (3) exercise any other default-related rights and remedies under the DIP Documents or this Interim Order and (y) prior to the Prepetition Credit Facility Payoff Date, *permit* the Prepetition Secured Parties to exercise all other rights and remedies provided for in the Prepetition Loan Documents, this Interim Order or under other applicable bankruptcy and non-bankruptcy law including, without limitation, the right to (A) take any actions reasonably calculated to preserve or safeguard the DIP Collateral and Prepetition Collateral or to prepare the DIP Collateral and Prepetition Collateral for sale; (B) foreclose or otherwise enforce the Prepetition Liens and Adequate Protection Liens on any or all of the DIP Collateral and Prepetition Collateral; (C) set off and/or sweep any amounts held as Cash Collateral (including, without limitation, in any Cash Collateral account held for the benefit of the Prepetition Lenders or deposit accounts subject to control agreements); and/or (D) exercise any other default-related rights and remedies under the Prepetition Loan Documents or this Interim Order; provided, that any such automatic stay vacatur and modification permitted in the preceding clauses (x) and (y) shall be effective upon expiration of five (5) calendar days' prior written notice (which may be delivered by electronic mail and during such period the DIP Lender and the Prepetition Secured Parties shall consult regarding any exercise of remedies) of the occurrence and continuance of a Cash Collateral Termination Event (as defined below) or Event of Default, as applicable, (the "Remedies Notice Period") to the Debtors, their counsel, counsel to any Creditors' Committee, counsel to the Prepetition Secured Parties (if applicable), and the applicable party may take such actions as set forth in the immediately preceding clauses (x) and (y) hereof. The Remedies Notice Period shall run concurrently with any notice period provided for under the Prepetition Loan Documents and DIP Loan Documents, as applicable. From and after the Prepetition Credit Facility Payoff Date, the DIP Lender may, in accordance with the terms of the DIP Loan Documents and this Interim Order, take such actions and exercise such rights as are provided to the Prepetition Secured Parties in this paragraph (that the Prepetition Secured Parties would not, for avoidance of doubt, remain entitled to any longer) upon expiration of the Remedies Notice Period in respect of an Event of Default under the Junior DIP Facility;

iii. Immediately upon the occurrence of an Event of Default under the DIP Loan Documents or any of their obligations under this Interim Order, the DIP Lender may charge interest at the default rate set forth in the DIP Loan Documents without being subject to the Remedies Notice Period (provided that, prior to the Prepetition Credit Facility Payoff Date, such default interest shall be payable solely in-kind as set forth in the DIP Loan Documents);

iv. The automatic stay of section 362(a) of the Bankruptcy Code, to the extent applicable, shall be deemed terminated as set forth in this paragraph 17(a) without the necessity of any further action by the Court in the event that the Debtors, the DIP Lender, the Creditors' Committee, if any, the Prepetition Secured Parties, and/or the U.S. Trustee have not obtained an order from this Court to the contrary prior to the expiration of the Remedies Notice Period; provided that if a hearing is requested and the Court is unable to schedule a hearing during the Remedies Notice Period, the automatic stay shall not be lifted until the Court has ruled. For the avoidance of doubt, the Debtors may request, and the Court shall retain authority to fashion, any appropriate remedy during the Remedies Notice Period. During the Remedies Notice Period, the Debtors shall not be permitted to use any Cash Collateral or any Junior DIP Facility proceeds except to pay expenses reasonably necessary to preserve the Debtors' going concern value consistent with the Approved Budget;

v. If the Prepetition Secured Parties (or, from and after the Prepetition Credit Facility Payoff Date, the DIP Lender) is entitled, and has elected in accordance with the provisions hereof, to enforce its respective liens or security interests or exercise any other default-related remedies following expiration of the Remedies Notice Period, the Debtors shall reasonably cooperate with the Prepetition Secured Parties or DIP Lender, as applicable, in connection with such enforcement by, among other things, (A) providing at all reasonable times access to the Debtors' premises to representatives or agents of the Prepetition Secured Parties or DIP Lender (as applicable) (including any collateral liquidator or consultant), (B) providing the Prepetition Secured Parties or DIP Lender (as applicable) and their representatives or agents, at all reasonable times access to the Debtors' books and records and any information or documents requested by the Prepetition Secured Parties or DIP Lender (as applicable) or their respective representatives, (C) performing all other obligations set forth in the Prepetition Loan Documents or DIP Loan Documents, as applicable, and (D) taking reasonable steps to safeguard and protect the DIP Collateral, and the Debtors shall not otherwise interfere with or actively encourage others to interfere with the Prepetition Secured Parties' or DIP Lender' (as applicable) enforcement of rights;

vi. After the Remedies Notice Period, upon the occurrence and during the continuance of an Event of Default under the DIP Loan Documents, Cash Collateral Termination Event or a violation of the terms of this Interim Order, subject to payment of the Carve-Out and payment of the expenses provided in subsection (iv) of this paragraph, the DIP Lender shall have no further obligation to provide financing under the DIP Loan Documents and the DIP Lender and the Prepetition Secured Parties shall have no further obligation to permit the continued use of Cash Collateral; and

vii. "Cash Collateral Termination Event" shall mean the occurrence of any of the following which, to the extent capable of being remedied, are not remedied in accordance with this Interim Order: (A) the Debtors shall have breached the variance covenant for any testing period with respect to an Approved Budget, (B) the date of the Debtors' filing of an application, motion, or other pleading seeking to amend, modify, reverse, revoke, stay, rescind, vacate, supplement, or extend this Interim Order without the prior written consent of the Prepetition Secured Parties; (C) this Interim Order ceases, for any reason to be in full force and effect; (D) the date of the Debtors' filing of any application, motion, or other pleading seeking approval of debtor in possession financing without the consent of the Prepetition Secured Parties, or the entry of an order approving debtor in possession financing for the Debtors that primes the Adequate Protection Liens or Prepetition Liens without the consent of the Prepetition Secured Parties, unless the Prepetition Secured Obligations will be repaid in cash in full; (E) the date an application, motion, or other pleading is filed by the Debtors for the approval of any superpriority claim or any lien that is pari passu with or senior to the Adequate Protection Claims, the Adequate Protection Liens, the Prepetition Liens or the Prepetition Secured Obligations without the prior written consent of the Prepetition Secured Parties; (F) the date any court enters an order dismissing these chapter 11 cases, converting these chapter 11 cases to cases to a Successor Case, appointing a chapter 11 trustee in any of these chapter 11 cases, or an examiner with expanded powers relating to the operation of the Debtors or administration of any of these chapter 11 cases or terminates the Debtors' exclusive periods under Bankruptcy Code section 1121, unless, in each case, consented to in writing by the Prepetition Secured Parties; (G) Court has entered an order granting relief from the automatic stay in order to permit any party to proceed against any Prepetition Collateral or Adequate Protection Collateral with a fair market value in excess of $750,000; (H) the occurrence of a material Event of Default under the DIP Loan Documents that substantively and adversely affects the Prepetition Secured Parties' rights relative to such rights as they existed immediately prior to the funding of the Junior DIP Facility, or a failure of the DIP Lender to fund DIP Loans to the Debtors as required under the DIP Loan Documents in accordance with the Approved Budget or to consent to the release of the proceeds thereof from the Controlled Account (as defined in the Term Sheet); (I) the breach by the Debtors or the DIP Lender of any material term of this Interim Order, as it relates to the Prepetition Secured Parties' rights and interests, including without limitation the exercise of any remedy by the DIP Lender in breach of this Interim Order; and (J) the date that the Debtors fail to timely meet or satisfy any Case Milestone (subject to any extensions which may be agreed upon by the Debtors, the Prepetition Secured Parties, and the DIP Lender).

viii. This Court shall retain exclusive jurisdiction to hear and resolve any disputes and enter any orders required by the provisions of this Interim Order and relating to the application, re-imposition or continuance of the automatic stay of Section 362(a) of the Bankruptcy Code or other injunctive relief requested.

18. Limitation of Section 506(c) Claims. Subject to entry of a Final Order, no costs or expenses of administration which have been or may be incurred in these Chapter 11 Cases or any Successor Case at any time shall be surcharged against, and no person may seek to surcharge any costs or expenses of administration against the DIP Lender, the Prepetition Secured Parties, or any of their respective claims, the Carve-Out, the DIP Collateral or Prepetition Collateral, pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of

the DIP Lender and Prepetition Secured Parties. No action, inaction or acquiescence by the DIP Lender or Prepetition Secured Parties shall be deemed to be or shall be considered evidence of any alleged consent to a surcharge against the DIP Lender or Prepetition Secured Parties, any of its respective claims, the Carve-Out, or the DIP Collateral or Prepetition Collateral.

19. No Marshaling. Subject to entry of a Final Order, neither the DIP Lender nor the Prepetition Secured Parties shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or Prepetition Collateral. Without limiting the generality of the immediately preceding sentence, no party shall be entitled, directly or indirectly, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of the DIP Collateral or Prepetition Collateral after an Event of Default under the DIP Loan Documents, Cash Collateral Termination Event or termination or breach under the DIP Loan Documents.

20. Additional Perfection Measures. The DIP Liens and Adequate Protection Liens shall be perfected by operation of law immediately upon entry of this Interim Order. None of the Debtors or the DIP Lender or Prepetition Secured Parties shall be required to enter into or obtain landlord waivers, mortgagee waivers, bailee waivers, warehouseman waivers or other waiver or consent, or to file or record financing statements, mortgages, deeds of trust, leasehold mortgages, control agreements, notices of lien or similar instruments in any jurisdiction (including, but not limited to control agreements relating to bank accounts, trademark, copyright, trade name or patent assignment filings with the United States Patent and Trademark Office, Copyright Office or any similar agency with respect to intellectual property, or filings with any other federal agencies/authorities), or obtain consents from any licensor or similarly situated party-in-interest,

or take any other action in order to validate and to perfect the DIP Liens and Adequate Protection Liens.

(i) If the DIP Lender or Prepetition Secured Parties, in their sole discretion, choose to take any action to obtain consents from any landlord, licensor or other party in interest, to file mortgages, financing statements, notices of lien or similar instruments, or to otherwise record or perfect such security interests and liens, the DIP Lender or Prepetition Secured Parties, as applicable, is hereby authorized, but not directed to, take such action or to request that Debtors take action reasonably requested on its behalf (and Debtors are hereby authorized to take such action) and:

(a) any such documents or instruments shall be deemed to have been recorded and filed as of the time and on the date of entry of this Interim Order; and

(b) no defect in any such act shall affect or impair the validity, perfection, and enforceability of the liens granted hereunder.

(ii) In lieu of obtaining such consents or filing any such mortgages, financing statements, notices of lien or similar instruments, the DIP Lender and Prepetition Secured Parties may, in their sole discretion, choose to file a true and complete copy of this Interim Order in any place at which any such instruments would or could be filed, together with a description of the DIP Collateral, and such filing by the DIP Lender or Prepetition Secured Parties, as applicable, shall have the same effect as if such mortgages, deeds of trust, financing statements, notices of lien or similar instruments had been filed or recorded at the time and on the date of entry of this Interim Order.

21. Application of Collateral Proceeds. Prior to the Prepetition Credit Facility Payoff Date, to the extent required by this Interim Order and the Prepetition Loan Documents, after a

Cash Collateral Termination Event and the expiration of the Remedies Notice Period, the Debtors are hereby authorized and directed to remit to the Prepetition Secured Parties, as the case may be, subject to the payment of the Carve-Out, one-hundred percent (100%) of all collections on, and proceeds of, the DIP Collateral (provided, that, proceeds of DIP Collateral that is not also Prepetition Collateral shall only be applied in accordance with this paragraph 21 to the extent that the proceeds thereof do not exceed the amount of the Adequate Protection Claims), and the automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to permit the Prepetition Secured Parties to retain and apply all collections, remittances, and proceeds of the DIP Collateral (except as noted in the immediately preceding proviso) in accordance with the Prepetition Loan Documents and this Interim Order. In furtherance of the foregoing, (a) all cash, securities, investment property and other items of any Debtor deposited with any bank or other financial institution shall be subject to a perfected, 1.5 priority security interest (junior to the Adequate Protection Liens and Prepetition Liens and senior to the Second Liens) in favor of the DIP Lender (or its designee), (b) upon the expiration of the Remedies Notice Period, each bank or other financial institution with an account of any Debtor is hereby authorized and instructed to comply at all times with any instructions originated by the Prepetition Secured Parties (or its designee) to such bank or financial institution directing the disposition of cash, securities, investment property and other items from time to time credited to such account, without further consent of any Debtor, including, without limitation, any instruction to send to the Prepetition Secured Parties (or its designee) by wire transfer (to such account as the Prepetition Secured Parties (or its designee) shall specify, or in such other manner as the Prepetition Secured Parties (or its designee) shall direct) all such cash, securities, investment property and other items held by it, and (c) any deposit account control agreement executed and delivered by any bank or other financial institution, any Debtor and the Prepetition Secured Parties shall be deemed to have established co-control in favor of the Prepetition Secured Parties and, from and after the Prepetition Credit Facility Payoff Date, the DIP Lender, of any and all accounts subject thereto and any and all cash, securities, investment property and other items of any Debtor deposited therein to secure the DIP Obligations (provided that control rights shall remain vested in the Prepetition Secured Parties until the Prepetition Credit Facility Payoff Date), and all rights thereunder in favor of the Prepetition Secured Parties shall inure also to the benefit of, and shall be exercisable by, the Prepetition Secured Parties and, from and after the Prepetition Credit Facility Payoff Date, DIP Lender. From and after the Prepetition Credit Facility Payoff Date, the DIP Agent shall accede to the rights of the Prepetition Secured Parties in this paragraph. Nothing in this paragraph shall modify the priorities set forth in paragraph 13.

22. Access to Collateral. Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Lender and Prepetition Secured Parties contained in this Interim Order or the DIP Loan Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Loan Documents, upon three (3) business days' written notice to the landlord, lienholder, licensor or other third party owner of any leased or licensed premises or intellectual property that an Event of Default under the DIP Loan Document, Cash Collateral Termination Event or a default by any of the Debtors of any of their obligations under this Interim Order has occurred and is continuing, the DIP Lender or Prepetition Secured Parties, as the case may be, (i) may, unless otherwise provided in any separate agreement by and between the applicable landlord or licensor and the DIP Lender or Prepetition Secured Parties, as applicable (the terms of which shall be reasonably acceptable to the parties thereto), enter upon any leased or licensed premises of any of the Debtors for the purpose of exercising any remedy with respect to

DIP Collateral or Prepetition Collateral located thereon and (ii) shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the applicable lease or 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 the Debtors in their businesses, in either the case of subparagraph (i) or (ii) of this paragraph, without interference from lienholders, landlords or licensors thereunder, subject to such lienholders, landlords or licensors rights under applicable law. Nothing herein shall require the Debtors, Prepetition Secured Parties or the DIP Lender to assume any lease or license under section 365(a) of the Bankruptcy Code as a precondition to the rights afforded to the DIP Lender or Prepetition Secured Parties in this paragraph, provided, however, that the DIP Lender or Prepetition Secured Parties, as applicable, shall compensate any counterparty to a lease, contract, or license for use of such lease, contract, or license on a per diem basis.

23. Delivery of Documentation. The Debtors (and/or their legal or financial advisors) shall deliver to the Prepetition Secured Parties (and their counsel), DIP Lender, counsel to the DIP Lender, and any financial advisors to the DIP Lender, all financial reports, Approved Budgets, forecasts, and all other legal or financial documentation, pleadings, and/or filings that are either (i) required to be provided (by the Debtors and/or their legal or financial advisors) to the DIP Lender, and/or the DIP Lender's legal and financial advisors pursuant to the DIP Loan Documents, or (ii) reasonably requested by the DIP Lender (or its legal and financial advisors).

24. Access to Books and Records. The Debtors (and/or their legal and financial advisors) will (a) keep proper books, records and accounts in accordance with GAAP in which full, true and correct entries shall be made of all dealings and transactions in relation to their business and activities, (b) cooperate, consult with, and provide to the DIP Lender and Prepetition

Secured Parties all such information as required or allowed under the DIP Loan Documents, the provisions of this Interim Order or that is afforded to the Creditors' Committee and/or the Creditors' Committee's respective legal or financial advisors, (c) permit, upon two (2) business days' notice and during normal business hours, representatives of the DIP Lender to visit and inspect any of their 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 often as may reasonably be desired, and (d) permit representatives of the DIP Lender and Prepetition Secured Parties to consult with and advise the Debtors' Chief Restructuring Officer on matters concerning the general status of the Debtors' business, financial condition and operations.

25. Right to Credit Bid. Subject to section 363(k) of the Bankruptcy Code and any Challenge, the Prepetition Agent or its designee (which may be an acquisition vehicle) shall have the right to credit bid up to the full amount of the Prepetition Secured Obligations in any sale all or any portion of the Prepetition Collateral (including, for the avoidance of doubt, any asset for which the Prepetition Collateral is limited to the proceeds thereof as a result of applicable law prohibiting encumbrances from being attached to such asset) in accordance with the applicable Prepetition Loan Documents, whether in a sale under or pursuant to section 363 of the Bankruptcy Code, a chapter 11 plan subject to confirmation under section 1129(b)(2)(A) of the Bankruptcy Code, a sale or disposition by a chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code, or otherwise. The Prepetition Agent shall each have the absolute right to assign,

transfer, sell, or otherwise dispose of their respective rights to credit bid to any acquisition vehicle formed in connection with such bid or other designee.

26. Lenders Not Responsible Persons. In (a) making the decision to provide the Junior DIP Facility; (b) administering the Junior DIP Facility; (c) extending other financial accommodations to the Debtors under the DIP Loan Documents; and (d) making the decision to collect the indebtedness and obligations of the Debtors, the DIP Lender shall not solely by reason thereof be considered to (x) owe any fiduciary obligation to the Debtors or any other party with respect to their exercise of any consent rights afforded them under the DIP Loan Documents or this Interim Order or (y) be exercising control over any operations of the Debtors or acting in any way as a responsible person, or as an owner or operator under any applicable law, including without limitation, any environmental law (including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, as either may be amended from time to time, or any similar federal or state statute).

27. Successors and Assigns. The DIP Loan Documents and the provisions of this Interim Order shall be binding upon the Debtors, DIP Lender, and the Prepetition Secured Parties and each of their respective successors and assigns, and shall inure to the benefit of the Debtors, the DIP Lender, and the Prepetition Secured Parties, and each of their respective successors and assigns including, without limitation, any trustee, examiner with expanded powers, responsible officer, estate administrator or representative, or similar person appointed in a case for any Debtor under any chapter of the Bankruptcy Code. The terms and provisions of this Interim Order shall also be binding on all of the Debtors' creditors, any Creditors' Committee, equity holders, and all

other parties in interest, including, but not limited to a trustee appointed under chapter 7 or chapter 11 of the Bankruptcy Code.

28. Binding Nature of Agreement. Each of the DIP Loan Documents to which any of the Debtors are or will become a party shall constitute legal, valid, and binding obligations of the Debtors party thereto, enforceable in accordance with their terms. The DIP Loan Documents have been or will be properly executed and delivered to the DIP Lender by the Debtors. Unless otherwise consented to in writing, the rights, remedies, powers, privileges, liens, and priorities of the DIP Lender and the Prepetition Secured Parties, as applicable, provided for in this Interim Order, the DIP Loan Documents, or otherwise shall not be modified, altered or impaired in any manner by any subsequent order (including a confirmation or sale order), by any plan of reorganization or liquidation in these Chapter 11 Cases, by the dismissal or conversion of these Chapter 11 Cases or in any subsequent case under the Bankruptcy Code unless and until the DIP Obligations have first been indefeasibly paid in full in cash and completely satisfied and the commitments terminated in accordance with the DIP Loan Documents.

29. Subsequent Reversal or Modification. This Interim Order is entered pursuant to section 364 of the Bankruptcy Code, and Bankruptcy Rules 4001(b) and (c), granting the DIP Lender all protections afforded by section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, that action will not affect the validity of any obligation, indebtedness or liability incurred hereunder by any of the Debtors to the DIP Lender and the Prepetition Secured Parties. Notwithstanding any such reversal, stay, modification or vacatur, any postpetition indebtedness, obligation or liability incurred by any of the Debtors to the DIP Lender or the Prepetition Secured Parties, prior to written notice to the DIP Lender and Prepetition Secured Parties of the effective date of such action, shall

be governed in all respects by the original provisions of this Interim Order, and the DIP Lender and Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits granted herein and in the DIP Loan Documents with respect to all such indebtedness, obligations or liability.

30. Collateral Rights. If any party who holds a lien or security interest in DIP Collateral or Prepetition Collateral that is junior and/or subordinate to the DIP Liens, the Adequate Protection Liens, or the Prepetition Liens in such DIP Collateral or Prepetition Collateral receives or is paid the proceeds of such DIP Collateral or Prepetition Collateral prior to the indefeasible payment in full in cash and the complete satisfaction of (a) all DIP Obligations under the DIP Loan Documents and termination of the commitment in accordance with the DIP Loan Documents, and (b) the Prepetition Secured Obligations under the Prepetition Loan Documents, such junior or subordinate lienholder shall be deemed to have received, and shall hold, the proceeds of any such DIP Collateral or Prepetition Collateral in trust for the DIP Lender or the Prepetition Secured Parties, as applicable, and, subject to a hearing unless otherwise agreed among the effected parties, shall immediately turn over such proceeds for application by the DIP Lender and the Prepetition Secured Parties to repay the Prepetition Secured Obligations and the DIP Obligations in accordance with the DIP Loan Documents, the Prepetition Loan Agreement and this Interim Order until indefeasibly paid in full.

31. No Waiver. This Interim Order shall not be construed in any way as a waiver or relinquishment of any rights that the DIP Lender or Prepetition Secured Parties may have to bring or be heard on any matter brought before this Court. Nothing in this Interim Order does or shall be deemed to alter, amend or modify any agreement between the Sponsor and the Prepetition Secured Parties.

32. Limits on Lenders' Liability. Nothing in this Interim Order and subject to paragraph 14 or in any of the DIP Loan Documents, the Prepetition Loan Agreement, the Sponsor Subordinated Note, or any other documents related to this transaction shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender or the Prepetition Secured Parties of any liability for any claims arising from any and all activities by the Debtors or any of their subsidiaries or affiliates in the operation of their businesses or in connection with their restructuring efforts.

33. CAD Railway Industries Ltd. Nothing in this Interim Order shall authorize or impose the grant of any liens in any property of CAD Railway Industries Ltd. or their customers which is in the possession of the Debtors and all rights of CAD Railway Industries Ltd., including without limitation, with respect to such property, are expressly reserved.

34. Priority of Terms. To the extent of any conflict between or among (a) the express terms or provisions of any of the DIP Loan Documents, the Motion, the Requested Relief, any other order of this Court, or any other agreements, on the one hand, and (b) the terms and provisions of this Interim Order, on the other hand, unless such term or provision herein is phrased in terms of "as defined in" "as set forth in" or "as more fully described in" the DIP Loan Documents (or words of similar import), the terms and provisions of this Interim Order shall govern.

35. No Third Party Beneficiary. Except as explicitly set forth herein, no rights are created hereunder for the benefit of any third party, any creditor or any direct, indirect or incidental beneficiary.

36. Survival. Except as otherwise provided herein, (a) the protections afforded under this Interim Order, and any actions taken pursuant thereto, shall survive the entry of an order (i) dismissing any of these Chapter 11 Cases or (ii) converting any of these Chapter 11 Cases into a

case pursuant to chapter 7 of the Bankruptcy Code, and (b) the DIP Liens and Adequate Protection Liens shall continue in these Chapter 11 Cases, in any such successor case or after any such dismissal. The DIP Liens and Adequate Protection Liens shall maintain their priorities as provided in this Interim Order and the DIP Loan Documents, and not be modified, altered or impaired in any way by any other financing, extension of credit, incurrence of indebtedness (except with respect to any additional financing to be provided by the DIP Lender in accordance with the Final Order), or any conversion of any of these Chapter 11 Cases into a case pursuant to chapter 7 of the Bankruptcy Code or dismissal of any of these Chapter 11 Cases, or by any other act or omission.

37. Adequate Notice/Scheduling of Final Hearing. The notice given by the Debtors of the Interim Hearing was given in accordance with Bankruptcy Rules 2002 and 4001, and Bankruptcy Local Rules 2002-1, 4001-l(a), and 9013-l(m). The Debtors shall promptly mail copies of this Interim Order and notice of the Final Hearing to any known party affected by the terms of this Interim Order and/or Final Order and any other party requesting notice after the entry of this Interim Order. Any objection to the relief sought at the Final Hearing shall be made in writing setting forth with particularity the grounds thereof, and filed with the Court and served so as to be actually received no later than May 29, 2026 at 4:00 p.m. (prevailing Eastern Time) by the following (with electronic copies of any such objection at the time of service to the email address set forth below): (a) proposed counsel to the Debtors, DLA Piper LLP (US), (i) 1201 North Market Street, Suite 2100, Wilmington, Delaware 19801 (Attn.: R. Craig Martin [craig.martin@us.dlapiper.com]) and (ii) 444 West Lake Street, Suite 900, Chicago, Illinois 60606 (Attn.: W. Benjamin Winger [benjamin.winger@us.dlapiper.com]); proposed co-counsel to the Debtors, Bayard, P.A., 600 North King Street, Suite 400, Wilmington, Delaware 19801 (Attn.: Daniel N. Brogan [dbrogan@bayardlaw.com]); (b) the U.S. Trustee (844 King Street, Suite 2207,

Lockbox 35, Wilmington, Delaware 19801 (Attn.: Linda Casey [linda.casey@usdoj.gov]); (c) counsel to the DIP Lender, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington DE 19801 (Attn.: Joseph Barry [jbarry@ycst.com], and Joseph M. Mulvihill [jmulvihillycst.com]); (d) to the Prepetition Secured Parties, (i) Paul Hastings LLP, 200 Park Avenue, New York, New York 10036 (Attn.: Roger Schwartz rogerschwartz@paulhastings.com, Peter Montoni petermontoni@paulhastings.com and Will Reily williamreily@paulhastings.com), and (ii) Blank Rome LLP, 1201 North Market Street, Suite 800, Wilmington, DE 19801 (Attn.: Regina Stango Kelbon [regina.kelbon@blankrome.com]); and (e) counsel to any statutory committee appointed in these cases.

38. Immediate Binding Effect; Entry of Interim Order. This Interim Order shall not be stayed and shall be valid and fully effective immediately upon entry, notwithstanding the possible application of Bankruptcy Rules 6004(h), 7062, and 9014, or otherwise, and the Clerk of the Court is hereby directed to enter this Interim Order on the Court's docket in these Chapter 11 Cases.

39. Proofs of Claim. Notwithstanding any order of this Court to the contrary, the DIP Lender and Prepetition Secured Parties are hereby relieved of any obligation or requirement to file proofs of claim in the Chapter 11 Cases with respect to any DIP Obligations or Prepetition Secured Obligations and any other claims or liens granted hereunder or created hereby. Upon approval of this Interim Order, the DIP Lender and Prepetition Secured Parties shall be treated under section 502(a) of the Bankruptcy Code as if they each have filed a proof of claim for the Junior DIP Facility. Notwithstanding the foregoing, the DIP Lender and Prepetition Secured Parties are hereby authorized and entitled, in their 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 these Chapter 11 Cases or Successor Cases for any claim allowed herein.

40. Retention of Jurisdiction. This Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation, and enforcement of this Interim Order.

Dated: May 14th, 2026
Wilmington, Delaware

Ka B. O

KAREN B. OWENS
CHIEF JUDGE