UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	Chapter 11
Unique Third Avenue LLC, *et al*,[1]	Case No. 25-12461 (JPM)
	Jointly Administered
Debtors.	

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FINAL ORDER (I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTY INCLUDING REPLACEMENT LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

Upon the *Application to Use Cash Collateral* (the "*Application*"), dated November 13, 2025 [Dkt. No. 13], submitted by the debtors and debtors in possession herein (collectively, the "*Debtors*") in the above-captioned chapter 11 cases (the "*Chapter 11 Cases*"), pursuant to sections 105, 361, 362, 363, 506(c), 507(b), 552 and 553 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "*Bankruptcy Code*"), Rules 2002, 4001, 6003, and 9014 of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*"), and Rule 4001-2 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of New York (the "*Local Bankruptcy Rules*") promulgated by the United States Bankruptcy Court for the Southern District of New York (the "*Court*"), seeking entry of an interim order and final order authorizing the Debtors to use the Cash Collateral (as defined herein) of Bank of America, N.A. (the "*Bank*" or the "*Secured Party*") on the terms and conditions set forth herein (the "*Motion*"); and the Court having conducted interim hearings on the Motion on December 3, 2025, December 19, 2025, January 6, 2026, and February 4, 2026 (collectively, the "*Interim Hearings*"); and the Court, upon the consent of the Secured Party, having entered a *Consent Order Authorizing Limited Interim Use*

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: Unique Third Avenue LLC (7459), Third Avenue Imaging LLC (8986), Unique Imaging Services LLC (3719) and Distinguished Diagnostic Imaging, P.C. (7345).

of Cash Collateral [Dkt. No. 22], dated November 25, 2025 (the "*First Interim Order*"), and a *Second Consent Order Authorizing Limited Interim Use of Cash Collateral* [Dkt. No. 27], dated December 5, 2025 (the "*Second Interim Order*"); and the Court, over the objection of the Debtors, having entered a *Third Interim Order Authorizing Use of Cash Collateral* [Dkt. No. 46], dated January 6, 2026 (the "*Third Interim Order*" and, together with the First Interim Order and the Second Interim Order, the "*Interim Orders*"); and the relief granted in the Interim Orders having have been continued from time to time without further Order of the Court; and the Court having conducted a final hearing with respect to the Motion and the Debtors' request for entry of the Final Order on April 1, 2026 (the "*Final Hearing*"); and upon the record of the Interim Hearings, the Final Hearing, and the Chapter 11 Cases; and due and proper notice of the Interim Hearings and the Final Hearing having been given in accordance with Bankruptcy Rules 4001 and 9014 and all applicable Local Bankruptcy Rules; and it appearing that no other or further notice need be provided; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[2]

A. *PETITION DATE.* On November 4, 2025 (the "*Petition Date*"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court commencing these Chapter 11 Cases.

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

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

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

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

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

F. *DEBTORS' STIPULATIONS AND RELEASES.* The Debtors stipulate and agree as to the following (collectively, the "*Debtors' Stipulations*"):

(1) The Debtors and the Secured Party entered into (a) a Loan Agreement dated as of February 28, 2017, between Unique Third Ave LLC ("*UTA*") and the Secured Party (the "*UTA Loan Agreement*"), pursuant to which the Secured Party made a real estate term loan to UTA in the original principal amount of $4,960,000.00 (the "*UTA Loan*") and (b) a Loan Agreement also dated as of February 28, 2017, between Third Avenue Imaging LLC ("*TAI*") and the Secured Party (the "*TAI Loan Agreement*" and, together with the UTA Loan Agreement, the "*Loan*

Agreements"), pursuant to which the Secured Party made a business term loan to TAI in the original principal amount of the $5,240,000.00 (the "*TAI Loan*").

(2) In connection with the UTA Loan Agreement, UTA executed and delivered to the Secured Party (a) a Mortgage, Assignment of Rents, Security Agreement, Fixture Filing, and Spreader Agreement dated as of February 28, 2017 (the "*Mortgage*"), with respect to the real property owned by UTA and located at 2772 Third Ave., 2774 Third Ave., and 2777-2781 Third Ave., Bronx County, City of New York, State of New York (collectively, the "*Mortgaged Premises*"), which was duly recorded with the City Register on March 24, 2017, under CRFN 2017000115390 and (b) an Assignment of Leases and Rents dated February 28, 2017 (the "*ALR*") with respect to the Mortgaged Premises, which was duly recorded with the City Register on March 24, 2017, under CRFN 2017000115391.

(3) Further, in connection with the UTA Loan Agreement, TAI, Unique Imaging Services LLC ("*UIS*"), and Distinguished Diagnostic Imaging, P.C. ("*DDI*") each executed and delivered to the Secured Party a Continuing and Unconditional Guaranty dated as of February 28, 2017, with respect to UTA's obligations pursuant to the UTA Loan Agreement (collectively, the "*UTA Guaranty*").

(4) In connection with the TAI Loan Agreement, UTA, UIS, and DDI each executed and delivered to the Secured Party a Continuing and Unconditional Guaranty dated as of February 28, 2017, with respect to TAI's obligations pursuant to the TAI Loan Agreement (collectively, the "*TAI Guaranty*").

(5) To secure their obligations to the Secured Party, including their respective obligations under the Loan Agreements and the Guaranties, each of the Debtors executed and delivered to the Secured Party, a Security Agreement (Multiple Use) dated as of February 28, 2017

(the "*Security Agreement*"), pursuant to which the each of the Debtors granted the Secured Party a security interest in and lien on substantially all of their business assets as more particularly described therein (collectively, the "*Business Collateral*" and, together with the Mortgaged Premises, the "*Collateral*").

(6) The Secured Party properly perfected its liens against the Business Collateral by filing UCC financing statements and various continuations with the Secretary of State of the State of New York.

(7) The UTA Loan Agreement, the TAI Loan Agreement, the Mortgage, the ALR, the UTA Guaranty, the TAI Guaranty, and the Security Agreement, together with any other executed by any obligor in connection with the Loans shall be referred to collectively herein as the "*Loan Documents*".

(8) As of the Petition Date, the outstanding indebtedness due to the Secured Party pursuant to the Loan Agreements totaled $11,001,533.88, consisting of (a) principal, interest, default interest, attorneys' fees and costs, and other amounts due to the Secured Party on the UTA Loan of $6,746,679.94 and (b) principal, interest, default interest, attorneys' fees and costs, and other amounts due to the Secured Party on the TAI Loan of $4,254,853.94 (collectively, the "*Prepetition Indebtedness*").

(9) The Prepetition Indebtedness is secured by a first priority lien on substantially all of the Debtors' assets, including the Cash Collateral (the "*Prepetition Liens*"), subject only to any valid, perfected, and enforceable purchase money security interest in and lien on any equipment owned any of the Debtors (the "*Permitted Liens*").

(10) The Prepetition Liens (a) are valid, binding, enforceable, and perfected liens in the Business Collateral and the Mortgaged Premises (collectively, the "*Prepetition Collateral*"),

(b) were granted to BofA for fair consideration and reasonably equivalent value, and (c) are not subject to avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

(11) (a) The Prepetition Indebtedness constitutes legal, valid, and binding obligations of the Debtors, enforceable in accordance with the terms of the applicable Loan Documents, (b) no setoffs, recoupments, offsets, defenses or counterclaims to any of the Prepetition Indebtedness exist, and (c) no portion of the Prepetition Indebtedness or any payments made to or for the benefit of the Secured Party is subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense or "claim" (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except for those claims the Debtors have asserted to avoid certain levies made by the United States Marshal Service as set forth in the adversary proceeding styled *Unique Imaging Services LLC and Distinguished Diagnostic Imaging, P.C. v. Bank of America, N.A.*, Adv. Proc. No. 25-01158 (the "*Avoidance Action*").

G. *FINDINGS REGARDING USE OF CASH COLLATERAL.*

(1) *NEED FOR ACCESS.* The Debtors need to use Cash Collateral, to the extent and for the purposes permitted in the Approved Budget (as defined below) to, among other things, (A) permit the orderly continuation of their businesses; (B) make certain adequate protection payments as required hereunder; and (C) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors. The Debtors will not have sufficient sources of working capital and financing to operate their businesses in the ordinary course of business throughout the Chapter 11 Cases without the authorized use of Cash Collateral.

(2) *ARM'S LENGTH, GOOD FAITH NEGOTIATIONS.* The terms of this Final Order were negotiated in good faith and at arm's length between the Debtors and the Secured Party. The Secured Party has acted in good faith in respect of all actions taken by the Secured Party in negotiating, implementing, documenting, and obtaining requisite approvals of the Debtors' use of Cash Collateral, including in respect of all of the terms of this Final Order, all documents related thereto, and all transactions contemplated by the foregoing.

(3) *APPROVED BUDGET*. The Debtors have prepared and delivered to the Secured Party the cash flow forecast set forth on **Exhibit "A"** attached hereto, which has been approved by the Secured Party (the "*Initial Budget*", as amended, supplemented or updated from time to time in accordance with the terms of this Final Order, the "*Approved Budget*"), reflecting (i) the Debtors' monthly projected cash receipts expected to be collected, and necessary monthly disbursements and expenditures (including debt service costs) expected to be incurred or made, by the Debtors for each calendar month during the period from the calendar month ending on March 31, 2026, through and including the end of the calendar month ending October 31, 2026.

(4) *ADEQUATE PROTECTION.* The Secured Party is entitled, pursuant to sections 105, 361, 362, and 363(e) of the Bankruptcy Code, to adequate protection against the post-petition diminution in value of its liens and security interests in the Prepetition Collateral, including Cash Collateral (any such post-petition diminution, to the maximum extent permitted under the Bankruptcy Code, "*Diminution in Value*").

H. *GOOD CAUSE SHOWN; BEST INTEREST.* Good cause has been shown for entry of this Final Order. The entry of this Final Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful restructuring.

I. *NOTICE.* In accordance with Bankruptcy Rules 2002, 4001(b), and 9014, and the Local Rules, notice of the Interim Hearings and the Final Hearing and the emergency relief requested in the Motion has been provided by the Debtors. Under the circumstances, the Debtors' notice of the Motion, the relief requested therein and the Interim Hearings and the Final Hearing complies with Bankruptcy Rules 2002, 4001(b), and 9014 and the applicable Local Rules.

NOW THEREFORE, based upon the Motion, the Local Rule Statement [Dkt. No. 24], the evidence adduced at the Interim Hearings and the Final Hearing, and the record before the Court, and after due consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *MOTION GRANTED.* The Motion is hereby granted, and the Debtors' use of the Bank's Cash Collateral is hereby authorized, in each case, upon the terms and conditions set forth in this Final Order. Any objections to the relief set forth in this Final Order that have not been withdrawn, waived, or settled, are hereby denied and overruled.

2. *USE OF CASH COLLATERAL*. The Debtors are hereby authorized to use all Cash Collateral solely to the extent and for the purposes permitted in the Approved Budget, subject to the terms and conditions set forth in this Final Order, which terms shall be valid, binding, enforceable, and non-avoidable obligations of each of the Debtors, and shall be fully enforceable against each of the Debtors, their estates, and any successors thereto, including, without limitation, any estate representative or trustee appointed in any of the Chapter 11 Cases, in any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, and/or upon the dismissal of any of the Chapter 11 Cases or any such successor cases (collectively, the "*Successor Cases*").

3. *ADEQUATE PROTECTION*. The Secured Party is entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of its Prepetition Liens in Prepetition Collateral (including Cash Collateral), as follows:

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

(b) *ADEQUATE PROTECTION LIENS*. The Secured Party is hereby granted, effective and perfected as of the entry of this Final Order (and without the necessity of the execution, recordation or filing of any pledge, collateral or security documents, mortgages, deeds of trust, financing statements, notations of certificates of title, control agreements or other similar documents, or the taking of any other action to take possession of or control over any Adequate Protection Collateral), in the amount of any net Diminution in Value of the Prepetition Liens in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, valid, binding, enforceable, and automatically perfected liens and security interests in in all property, assets or interests in property or assets of the Debtors and each Debtor's "estate" (as defined in the Bankruptcy Code), including all claims and causes arising under section 544, 545, 547, 548 and 550 of the Bankruptcy Code (the "*Adequate Protection Liens*"), in each case, whether now existing or hereafter acquired, and all proceeds thereof, including, for the avoidance of doubt, the Cash

Collateral (such postpetition security interests and liens, the *"Replacement Liens"* and such collateral, the *"Adequate Protection Collateral"* and together with the Prepetition Collateral, the "*Secured Party Collateral*").

(c) *POSTPETITION PAYMENTS*. In accordance with the Approved Budget, Debtors shall make the following payments to the Secured Party from and after the Petition Date: (1) an initial payment of $222,005.35 (the "*Initial Adequate Protection Payment*") within three (3) business days of the entry of this Final Order and (2) a monthly payment of $31,715.05 on the fifteen day of each day of each month commencing August 15, 2026 (collectively, the "*Adequate Protection Payments*" and, together with the Adequate Protection Claims and the Adequate Protection Liens, the "*Adequate Protection Obligations*").

(d) *REPORTING*. The Debtors shall file with the Court and provide the Secured Party and counsel to any statutory committee appointed or formed in the Chapter 11 Cases (and their respective advisors) with the monthly operating reports on or before the last day of each calendar month for the preceding calendar month.

4. *MODIFICATION OF AUTOMATIC STAY.* The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby vacated and modified, without application to or further order of this Court, to permit: (a) the Debtors to grant the Adequate Protection Liens and the Adequate Protection Claims, and to perform such acts as the Secured Party may request to assure the perfection and priority of the Adequate Protection Liens, (b) the Debtors to incur all liabilities and obligations to the Secured Party, including all Adequate Protection Obligations, as contemplated under this Final Order and the Loan Documents, (c) subject to paragraph 6 of this Final Order, the Secured Party to exercise, upon the occurrence of any Termination Event (as defined below), all rights and remedies provided for in this Final Order, the Prepetition Loan Documents or applicable

law, and (d) the Secured Party to perform under this Final Order and the Prepetition Loan Documents, and to take any and all other actions that may be reasonably necessary or required for the performance by the Secured Party under this Final Order and the Prepetition Loan Documents and the implementation of the transactions contemplated hereunder and thereunder.

5. *PERFECTION OF ADEQUATE PROTECTION LIENS.*

(a) This Final Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of all liens and security interests granted hereunder and under the this Final Order, without the necessity of the execution, recordation or filing of any pledge, collateral or security agreements, mortgages, deeds of trust, control agreements, financing statements, notations of certificates of title for titled goods, or any other document or instrument, or the taking of any other action to take possession or control of any Adequate Protection Collateral, to attach, validate, perfect or prioritize such liens and security interests, or to entitle the Secured Party to the priorities granted herein (other than, to the extent applicable, any such filings required under applicable non-U.S. law to attach, validate, perfect or prioritize such liens).

(b) The Secured Party is authorized, but not required, to (and if requested by the Secured Party, the Debtors shall) execute, file, and record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction in order to validate, perfect, preserve, and enforce the liens and security interests granted to them hereunder (each, a "*Perfection Action*"). Whether or not the Secured Party determines, in their sole discretion, choose to take any Perfection Action with respect to any liens or security interests granted hereunder, such liens and security interests shall nonetheless be deemed valid, perfected, allowed, enforceable, non-avoidable as of the entry of this Final Order.

6. *TERMINATION EVENTS; EXERCISE OF REMEDIES.*

(a) *TERMINATION EVENTS.* The occurrence of any event identified in this paragraph 6(a) (each, an "*Event of Default*") shall constitute a "*Termination Event*".

(i) The Debtors fail to make any payment required under this Final Order after such payment becomes due under the terms of this Final Order.

(ii) The Debtors fail to comply in any material respect with any covenant, agreement, or provision of this Final Order, and such failure remains uncured for five (5) business days after the Secured Party delivers written notice thereof to counsel for the Debtors.

(iii) Any of the Debtors use Cash Collateral to fund any payments in respect of prepetition or postpetition claims other than (i) as permitted under the Prior Orders or this Final Order or any other order of the Court consented to by the Secured Party; or (ii) as otherwise expressly contemplated by the Approved Budget.

(iv) Any of the Debtors seeks or obtains postpetition loans or other financial accommodations pursuant to section 364(c) or 364(d) of the Bankruptcy Code, unless such postpetition loans or other financial accommodations provide for the full and indefeasible payment and satisfaction of the Prepetition Indebtedness on terms and conditions acceptable to the Secured Party.

(v) The Debtors propose or support or the Court confirms or approves a plan of reorganization or liquidation or a sale which does not provide for the full and indefeasible payment and satisfaction of the Prepetition Indebtedness on terms and conditions acceptable to the Secured Party.

(vi) Any of the Debtors or any statutory committee appointed or formed in the Chapter 11 Cases challenges the application of any payment authorized by the Interim Orders or this Final Order pursuant to section 506(b) of the Bankruptcy Code.

(vii) Any Debtor files a motion seeking or otherwise supports an effort to secure the occurrence of any of the events described in clause (i) through (vi) above.

(viii) The Debtors have not filed an Amended Joint Disclosure Statement (the "*Disclosure Statement*") and Amended Joint Plan (the "*Plan*") incorporating the terms reached by the Debtors and the Secured Party in connection with the court-ordered mediation before The Hon. David S. Jones, U.S.B.J. on or before August 15, 2026.

(ix) The Court has not approved the Disclosure Statement on or before September 4, 2026.

(x) The Court has not confirmed the Plan on or before October 15, 2026.

(xi) The Plan has not become effective on or before October 31, 2026.

(xii) Any of the Debtors seek or the Court enters any Order which would restrict or impair the rights and remedies of the Secured Party as provided in the Loan Documents, the Interim Orders or this Final Order.

(xiii) This Final Order ceases, for any reason, to be in full force and effect in any respect, or the Replacement Liens or the Adequate Protection Claims created by the Interim Orders or this Final Order cease in any respect to be enforceable and of the same effect and priority purported to be created hereby.

(xiv) The Court enters an order amending, supplementing or otherwise modifying this Final Order without the consent of the Secured Party.

(xv) The Court (or any court of competent jurisdiction) enters an order dismissing any of these Chapter 11 Cases.

(xvi) The Court (or any court of competent jurisdiction) enters an order converting any of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code.

(xvii) The appointment under section 1104 of the Bankruptcy Code of a trustee or an examiner with expanded powers.

(b) *EXERCISE OF REMEDIES.* Upon the occurrence and during the continuation of a Termination Event, without further application, notice, hearing or order of the Court, the automatic stay under section 362 of the Bankruptcy Code shall automatically be deemed vacated and modified to the extent necessary to permit the Secured Party, to deliver a written notice (which may be via electronic mail) to counsel for the Debtors, the U.S. Trustee and counsel for any statutory committee appointed or formed in the Chapter 11 Cases (the "*Remedies Notice*"") to declare the occurrence of a Termination Event (such date, the "*Termination Declaration Date*") and (i) accelerate and declare all Obligations to be immediately due and payable, (ii) terminate, restrict or revoke the ability of the Debtors to use Cash Collateral, (iii) charge interest at the default rate set forth in the Loan Agreement, and/or (iv) upon at least **five (5)** business days' notice from and after the Termination Declaration Date (the "*Remedies Notice Period*"), exercise or enforce

any rights against Adequate Protection Collateral or Prepetition Collateral (as the case may be); *provided, however*, that the Debtors and any statutory committee appointed or formed in the Chapter 11 Cases may, during such period, seek emergency relief before the Court, subject to the Court's availability ("*Emergency Motion*") (in which case, the Remedies Notice Period shall automatically extend until the Court's adjudication of such Emergency Motion), at which hearing the Court may consider the Debtors' continued right to use Cash Collateral and grant such relief as the Court deems appropriate. Unless the Court orders otherwise, upon the expiration of the Remedies Notice Period the automatic stay shall automatically be deemed terminated, without further notice, hearing or order of the Court, and the Secured Party shall be permitted to exercise all remedies set forth herein, in the Loan Documents or applicable law.

(c) *USE OF CASH COLLATERAL DURING REMEDIES NOTICE PERIOD.* During the Remedies Notice Period, the Debtors shall be permitted to use Cash Collateral solely to fund (i) payroll and other operating expenses that are critically necessary to keep the Debtors' businesses operating or that have been consented to by the Secured Party (which consent shall not be unreasonably withheld or delayed), and (ii) the Carve-Out.

7. *CARVE OUT.*

(a) *PRIORITY OF CARVE OUT.* Each of the Prepetition Liens, the Adequate Protection Liens, and the Adequate Protection Claims shall be subject and subordinate to payment of the Carve Out, provided that the Debtors have made the Initial Adequate Protection Payment as required by Paragraph 3(c) of this Final Order.

(b) *CARVE OUT.* The term "*Carve Out*" means the sum of (i) all unpaid fees required to be paid to the Clerk of the Court and the U.S. Trustee under 28 U.S.C. § 1930(a) plus interest at the statutory rate pursuant to 31 U.S.C. § 3717, (ii) the allowed fees and commissions

of a hypothetical Chapter 7 trustee in an amount not to exceed $10,000.00, (iii) to the extent allowed by the Court, up to $90,000.00 in accrued and 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 any statutory committee appointed or formed in the Chapter 11 Cases pursuant to section 328 or 1103 of the Bankruptcy Code (the "*Committee Professionals*", and together with the Debtor Professionals, the "*Professional Persons*") at any time on and before the date of delivery by the Secured Party of a Carve Out Trigger Notice (as defined below) (the amounts set forth in the foregoing clauses (i), (ii) and (iii), the "*Pre-Carve Out Notice Amount*"), and (iv) Allowed Professional Fees of Professional Persons incurred after the date of delivery the Carve Out Trigger Notice, in an aggregate amount not to exceed $45,000.00 (the amount set forth in this clause (iv), the "*Post-Carve Out Notice Amount*", and together with the Pre-Carve Out Notice Amount, the "*Carve Out Amount*"); *provided, however*, that nothing herein shall be construed to impair the ability of any party-in-interest to object to the allowance of Allowed Professional Fees of Professional Persons.

(c) *CARVE-OUT TRIGGER NOTICE*. For purposes of this Final Order, the "*Carve Out Trigger Notice*" shall mean a written notice (which may be via electronic mail) delivered by the Secured Party to counsel to the Debtors, the U.S. Trustee, and counsel to any statutory committee appointed or formed in the Chapter 11 Cases, which notice may be delivered following the occurrence of a Termination Event, stating that the Carve Out has been triggered and the Post-Carve Out Notice Amount has been invoked. The Carve Out Trigger Notice may be included in the Remedies Notice.

(d) On the date on which a Carve Out Trigger Notice is delivered (the "*Carve Out Trigger Date*"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to

utilize all cash on hand as of such date (net of any professional retainers) and any available cash thereafter held by any Debtor to fund into a segregated account (the "*Carve Out Account*") an amount equal to (i) the Pre-Carve Out Notice Amount, and (ii) the Post-Carve Out Notice Amount. No later than **three (3)** Business Day(s) after the delivery of a Carve Out Trigger Notice, each Professional Person shall deliver one additional statement to the Debtors, setting forth a good-faith estimate of the amount of any accrued but unpaid fees and expenses incurred by such Professional Person through and including the Carve Out Trigger Date, and the Debtors shall transfer such amounts to the Carve Out Account.

(e) Notwithstanding anything to the contrary in this Final Order or the Loan Documents, following delivery of a Carve Out Trigger Notice, the Secured Party shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Account has been fully funded in an amount equal to the Carve Out Amount as set forth herein. The Carve Out Account shall not be subject to the control of any of the Secured Party, and shall not be subject to the Adequate Protection Liens, nor shall the Carve Out constitute Adequate Protection Collateral or Prepetition Collateral; *provided, however,* that the Secured Party shall have a residual interest in the Carve Out Account, with any excess paid to the Secured Party for application to the Obligations in accordance with the Loan Documents until the Obligations are paid in full, and any excess remaining thereafter shall be applied in accordance with this Final Order.

(f) Notwithstanding anything to the contrary in this Final Order, (i) disbursements by the Debtors from the Carve Out Account shall not constitute loans or indebtedness under the Loan Documents or the Prepetition Loan Documents or otherwise increase or reduce the Prepetition Secured Obligations, (ii) the failure of the Carve Out Account to satisfy

in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) nothing contained herein shall constitute a cap or limitation on the amount that the Professional Persons may assert as administrative expense claims against the Debtors on account of Allowed Professional Fees incurred by such Professional Persons.

(g) *PAYMENT OF CARVE OUT ON OR AFTER THE CARVE OUT TRIGGER DATE.* Any payment or reimbursement made after the occurrence of the Carve Out Trigger Date in respect of any Allowed Professional Fees incurred after the occurrence of the Carve Out Trigger Date shall permanently reduce the Post-Carve Out Notice Amount on a dollar-for-dollar basis.

(h) *NO DIRECT OBLIGATION TO PAY ALLOWED PROFESSIONAL FEES.* The Secured Party shall not be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code, regardless of whether such fees or expenses have been allowed by the Court. Nothing in this Final Order or otherwise shall be construed to obligate the Secured Party, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

8. *EFFECT OF THE DEBTORS' STIPULATIONS ON THIRD PARTIES.* Without application to or further order of the Court, (i) each of the Debtors' Stipulations shall be binding on all parties-in-interest, including, without limitation, any statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, or any other party-in-interest (including, without limitation, any Successor Entities), (ii) the Prepetition Secured Obligations shall constitute allowed claims against each of the Debtors in the Chapter 11 Cases and any Successor Cases, and the Prepetition Liens shall forever be deemed to be legal, valid, binding, continuing, perfected and enforceable, as of

the Petition Date, against each of the Debtors in the Chapter 11 Cases and any Successor Cases, (iii) the Prepetition Secured Obligations and the Prepetition Liens shall not be subject to any other or further Challenge by any person or entity, and (iv) any and all challenges, of any kind or nature whatsoever, whether under the Bankruptcy Code, applicable non-bankruptcy law or otherwise, against the Secured Party (except for the Avoidance Action) shall be deemed forever waived, released and barred.

9. *LIMITATIONS ON USE OF CASH COLLATERAL, CARVE OUT.* Notwithstanding anything herein to the contrary, unless otherwise consented to by the Secured Party in writing, no Adequate Protection Collateral, proceeds thereof, Cash Collateral, Carve Out, Prepetition Collateral, or proceeds thereof, may be used by any of the Debtors, their estates, any affiliate of the Debtors, any statutory committee appointed or formed in the Chapter 11 Cases, any trustee or examiner appointed in these Chapter 11 Cases or any chapter 7 trustee, or any other person, party or entity to, directly or indirectly, (a) request authorization to obtain postpetition financing (whether equity or debt) or other financial accommodations pursuant to section 364(c) or (d) of Bankruptcy Code, or otherwise; (b) prosecute or support any action that has the effect of preventing, hindering, or delaying (whether directly or indirectly) the Secured Party in respect of their liens and security interests in the Adequate Protection Collateral or the Prepetition Collateral or any of their rights, powers, or benefits hereunder or in the Loan Documents anywhere in the world; or (c) pay any claim of a prepetition creditor except as expressly allowed by the Prior Orders, this Final Order or other order of the Court.

10. *LIMITATION ON CHARGING EXPENSES; WAIVERS.* Except to the extent of the Carve-Out and the Approved Budget, no costs or expenses of administration which have been or may be incurred in these Chapter 11 Cases at any time (including, without limitation, any costs and

expenses incurred in connection with the preservation, protection, or enhancement of value by the Secured Party upon the Collateral) shall be charged against the Secured Party, or any of the Prepetition Obligations or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise without the prior express written consent of the Secured Party, in its sole discretion, and no such consent shall be implied, directly or indirectly, from any other action, inaction, or acquiescence by any such agents or creditors (including, without limitation, the approval of any budget hereunder). The Secured Party is (i) entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, subject to the Carve-Out, and the "equities of the case" exception shall not apply and (ii) released from any application of the equitable doctrine of "marshalling" or any other similar doctrine with respect to any of the Prepetition Collateral.

11. *BINDING EFFECT; SUCCESSORS AND ASSIGNS*. Immediately upon entry of this Final Order, the Loan Documents, the Prior Orders and this Final Order, including all findings of fact and conclusions of law herein, shall be binding upon all parties-in-interest in the Chapter 11 Cases and any Successor Cases, including without limitation, the Secured Party, any statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and any Successor Cases, and their respective successors and assigns (including any chapter 11 trustee or chapter 7 trustee or examiner appointed or elected in the Chapter 11 Cases or any Successor Cases, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), and shall inure to the benefit of each of the Debtors, the Secured Party and their respective successors and assigns; *provided, however,* that, for the avoidance of doubt, the Secured Party shall have no obligation to make any loan, permit the use of Adequate Protection Collateral or Prepetition Collateral (including Cash Collateral) or extend any financing to any chapter 11

trustee or chapter 7 trustee or similar responsible person appointed for the estate of any Debtor in the Chapter 11 Cases or any Successor Cases.

12. *RESERVATION OF RIGHTS.* The terms, conditions, and provisions of this Final Order are in addition to and without prejudice to the rights of all parties.

13. *NO WAIVER.* This Final Order shall not be construed in any way as a waiver or relinquishment of any rights that the Debtors or the Secured Party may have to bring or be heard on any matter brought before the Court, except as otherwise set forth herein. Nothing herein shall preclude the Secured Party from asserting any additional claims, secured or unsecured, against the Debtors, their affiliates, or any other party under the Bankruptcy Code or applicable non bankruptcy law. The rights of the Secured Party are expressly reserved and entry of this Final Order shall be without prejudice to, and does not constitute a waiver, expressly or implicitly, of the following: (a) the Secured Party's rights under the Loan Documents; (b) the Secured Party's rights to seek any other or supplemental relief in respect of the Debtors; (c) the Secured Party's rights under the Bankruptcy Code or under non bankruptcy law; or (d) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the Secured Party.

14. *NO THIRD-PARTY RIGHTS.* Except as explicitly provided for herein, the Prior Orders do not create any rights for the benefit of any party, creditor, equity holder or other entity other than (i) the Secured Party, (ii) the Debtors, and (iii) the respective successors and assigns of each of the foregoing.

15. *SURVIVAL.* Except as otherwise provided herein, (a) the protections afforded to the Secured Party under this Final Order, and any actions taken pursuant thereto, shall survive the entry of an order (i) dismissing any of the Chapter 11 Cases or (ii) converting the Chapter 11 Cases into a case pursuant to chapter 7 of the Bankruptcy Code.

16. *HEADINGS.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Cash Collateral Order.

17. *FINAL ORDER CONTROLS.* In the event of any conflict or inconsistency between or among the provisions of this Final Order and any of the Loan Documents, unless such provision in this Final Order is phrased in terms of "defined in" or "as set forth in" the Loan Agreements or the Loan Documents, the provisions of this Final Order shall govern and control.

18. *RETENTION OF JURISDICTION.* The Court retains jurisdiction to hear, determine and enforce the terms of any and all matters arising from or related to the Loans, the Loan Documents and this Final Order.

Dated: August 14, 2026
New York, New York

/s/ John P. Mastando III
HONORABLE JOHN P. MASTANDO III
UNITED STATES BANKRUPTCY JUDGE